

CANADA

(Class Action)
SUPERIOR COURT

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001385-257

M. LECOURS

Plaintiff

-vs.-

DOORDASH TECHNOLOGIES CANADA INC., legal person duly constituted, having its elected domicile at 3000-1055 Dunsmuir Street, City of Vancouver, Province of British Columbia, V7X 1K8

and

DOORDASH, INC., legal person duly constituted, having its elected domicile at 3000-1055 Dunsmuir Street, City of Vancouver, Province of British Columbia, V7X 1K8

Defendants

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION & TO
APPOINT THE PLAINTIFF AS REPRESENTATIVE Plaintiff**
(Art. 574 C.C.P and following)

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR PLAINTIFF STATES AS FOLLOWS:

I. GENERAL PRESENTATION

A) The Action

1. The Plaintiff wishes to institute a class action on behalf of the following class, of which she is a member, namely:
 - All persons residing in Quebec who have placed an order using the DoorDash platform and were charged more than the base advertised price, or any other group to be determined by the Court;

2. DoorDash is an online platform for ordering food and convenience items for delivery. Through its digital platform, DoorDash connects consumers with local restaurants, convenience stores and other merchants, offering delivery and collection services, as well as logistics;
3. The Competition Bureau is suing DoorDash Inc. and its Canadian subsidiary over alleged “drip pricing,” which it says deceives consumers by not presenting an attainable price upfront, instead advertising misleading fees;
4. More specifically, the addition of mandatory fees at checkout means customers are unable to purchase food and other items at the advertised price on DoorDash’s platforms;
5. The Competition Bureau has stated: “The company has been engaging in the alleged conduct for close to a decade, acquiring nearly \$1 billion in mandatory fees from consumers”;
6. DoorDash charges its users various mandatory fees, including service, delivery, expanded range, small order and regulatory response fees. As a result, consumers end up paying higher prices or receiving lower discounts than advertised;
7. This class action seeks the reimbursement for the amounts that Class Members paid to DoorDash for services that were not included in the advertised price at the first step (excluding the GST, QST and the duties chargeable under any federal or provincial Act where, under that Act, such duties must be charged directly to the consumer and remitted to a public authority, as well as optional charges);

B) The Defendants

8. Defendant DoorDash Technologies Canada Inc. (“DoorDash Canada”) is a Canadian corporation with its head office listed as in Vancouver, British Columbia at the *Registre des entreprises* (NEQ 1174510520). It is a wholly-owned subsidiary of Defendant DoorDash, Inc. that conducts business throughout Canada, including within the province of Quebec, the whole as appears more fully from a copy of an extract from the *Registraire des entreprises*, produced herein as **Exhibit R-1**;
9. Defendant DoorDash, Inc. (“DoorDash USA”) is an American Corporation with its head office listed in San Francisco. It is the parent company of Defendant DoorDash Canada;
10. Defendant DoorDash USA is the registrant of *inter alia* the trade-marks:
 - DOOR DASH (TMA1090301), which was filed on June 27, 2018,
 - DOOR DASH (TMA1090302), which was filed on June 27, 2018,

The whole as appears more fully from a copy of the trade-mark from the CIPO database, produced herein as **Exhibit R-2**;

11. Both Defendants will be referred to herein as “DoorDash” unless the context indicates otherwise;
12. Given the close ties between the Defendants and considering the preceding, both Defendants are solidarily liable for the acts and omissions of the other;

C) The Situation

I. What is DoorDash and What Did it Do?

13. DoorDash USA, and its subsidiary, DoorDash Canada, operate an online delivery platform that connects consumers and merchants for the purposes of food and convenience item deliveries;
14. The company enables consumers to order food and other items from local restaurants, grocery stores and convenience stores through their websites and mobile applications and facilitates the delivery of these orders;
15. DoorDash is alleged to have engaged in a marketing practice commonly known as “drip pricing”, whereby prices initially displayed for restaurant meals or grocery items are artificially low, and additional mandatory fees (e.g., “service fees,” “delivery fees,” or small order fees) are added only later in the ordering process.
16. DoorDash’s pricing scheme also breaches its obligation to act in good faith in its dealings with consumers, in violation of the *Consumer Protection Act* and the C.C.Q.;
17. DoorDash has benefited economically from this deceptive practice by attracting consumers under false pretences and increasing its profit margins through undisclosed or inadequately disclosed charges;
18. This practice misleads consumers about the actual cost of the product, distorts price comparisons with competitors, and impairs informed decision-making;

II. Previous Lawsuits Against DoorDash

19. In 2017, a class-action lawsuit was filed against DoorDash for allegedly misclassifying delivery drivers in California and Massachusetts as independent contractors. In 2022, a tentative settlement was reached, whereby DoorDash would pay a total of \$100 million, of which \$61 million would go to over 900,000 drivers – an average of just over \$130 per driver – and \$28 million would go to lawyers, the whole as appears more fully from a copy of the Gizmodo article entitled “DoorDash Settlement Would Pay a Paltry \$130 to Workers Instead of Making Them Employees” dated September 21, 2021 and from a copy of the Notice of Proposed

Class Action Settlement and Final Approval Hearing in *inter alia Marko v. DoorDash, Inc.*, Case No. BC659841, produced herein *en liasse* as **Exhibit R-3**;

20. On May 4, 2019, DoorDash confirmed 4.9 million customers, delivery workers and merchants had sensitive information stolen via a data breach, the whole as appears more fully from a copy of the U.S. class action lawsuit of *Nelson v. Doordash, Inc.*, Case File No. 1:19-cv-05622, produced herein as **Exhibit R-4**;
21. In July 2019, the company's tipping policy was criticized by the media. Drivers receive a guaranteed minimum per order that is paid by DoorDash by default. When a customer added a tip, instead of going directly to the driver, it first went to the company to cover the guaranteed minimum. Drivers then only directly received the part of the tip that exceeded the guaranteed minimum per order, the whole as appears more fully from a copy of The New York Times article entitled "My Frantic Life as a Cab-Dodging, Tip-Chasing Food App Deliveryman" dated July 21, 2019, from a copy of The Verge article entitled "Delivery apps like DoorDash are using your tips to pay workers' wages" dated July 22, 2019, from a copy of the Vox article entitled "DoorDash is still pocketing workers' tips, almost a month after it promised to stop" dated August 20, 2019, and from a copy of the Goathmist article entitled "Brooklyn Man Sues DoorDash Over Grifty, Misleading Tip Policy" dated July 30, 2019, produced herein *en liasse* as **Exhibit R-5**;
22. A class action was filed for its false and misleading tipping policy, after being referred to arbitration, DoorDash settled the class action lawsuit and revised its policy, the whole as appears more fully from a copy of the Complaint for Violations of the Consumer Protection Procedures Act in *District of Columbia v. DoorDash, Inc.*, Case No. 2019 CA 007626 B dated November 19, 2019, from a copy of the CNET article entitled "DoorDash settles lawsuit for \$2.5M over 'deceptive' tipping practices", from a copy of the Business Insider article entitled "DoorDash is paying \$2.5 million to settle a lawsuit that accused the food delivery company of stealing drivers' tips" dated November 25, 2020, from a copy of the Office of the Attorney General for the District of Columbia Press Release entitled "AG Racine Reaches \$2.5 Million Agreement with DoorDash for Misrepresenting that Consumer Tips Would Go to Food Delivery Drivers" dated November 24, 2020, from a copy of the Joint Motion for Entry of Consent Judgment and Order in *District of Columbia v. DoorDash, Inc.*, Case No. 2019 CA 007626 B dated November 24, 2020, and from a copy of the Consent Order and Judgment in *District of Columbia v. DoorDash, Inc.*, Case No. 2019 CA 007626 B dated November 24, 2020, produced herein *en liasse* as **Exhibit R-6**;
23. In 2025, DoorDash agreed to pay around \$17 million for "misleading both consumers and delivery workers" with tips being docked from drivers' pay instead of directly going to drivers, the whole as appears more fully from a copy of the Office of the New York State Attorney General Press Release entitled "DoorDash Used Customer Tips to Offset Workers' Base Pay Rather Than Pay Them the Full Amount More Than 60,000 New York Delivery Workers May Be Eligible to Receive

Restitution Payment from DoorDash” dated February 24, 2020 and from a copy of the Assurance of Discontinuance dated February 24, 2025, produced herein *en liasse* as **Exhibit R-7**;

24. There are many more lawsuits against DoorDash that need not be listed out. Suffice it to say that its practices to date have been to take advantage of credulous consumers as well as credulous drivers, all with a view of scrounging extra money on every transaction, to add up to quite large sums that it pockets;

III. The Investigation

25. On June 9, 2025, the Competition Bureau of Canada released a Press Release stating the following:

“The Competition Bureau is taking legal action against DoorDash Inc., and its subsidiary DoorDash Technologies Canada Inc., for promoting their online delivery services at a lower price than what consumers actually have to pay.

A Bureau investigation found that consumers were unable to purchase food and other items at the advertised price on DoorDash’s websites and mobile applications due to the addition of mandatory fees at checkout. This practice is commonly known as drip pricing and is deceptive because consumers are not presented with an attainable price upfront.

DoorDash charges consumers numerous mandatory fees to deliver orders made online, including service fees, delivery fees, expanded range fees, small order fees and regulatory response fees. As a result, consumers end up paying higher prices or receiving lower discounts than advertised. The company has been engaging in the alleged conduct for close to a decade, acquiring nearly \$1 billion in mandatory fees from consumers.

The Bureau also alleges that the way certain fees are represented on the company’s platform give the impression that they are taxes, where, in reality, they are charges imposed at DoorDash’s discretion.

Today, the Bureau filed an application with the Competition Tribunal seeking, among other things, for DoorDash to:

- stop the deceptive price and discount advertising;
- stop portraying fees as taxes;
- pay a penalty; and
- issue restitution to affected consumers who used food and other items through DoorDash’s platform”;

The whole as appears more fully from a copy of the News Release entitled “Competition Bureau sues DoorDash for allegedly advertising misleading prices and discounts” dated June 9, 2025, produced herein as **Exhibit R-8**;

26. The Competition Bureau of Canada has previously released a news release containing information about “drip pricing”, the whole as appears more fully from a copy of the News Release entitled “The ambush of hidden fees” dated May 15, 2024, produced herein as **Exhibit R-9**;

IV. The Defendant’s Representations

27. The Defendant’s website www.doordash.com invites persons to order food and convenience items, to become a “Dasher” (meaning delivery driver), to become a “Merchant” to attract new customers, and to begin using DoorDash, promising “delivery for less” the whole as appears more fully from copies of extracts from the Defendants’ website at www.doordash.com and from a copy of the Apple App Store preview for the DoorDash app, produced herein *en liasse* as **Exhibit R-10**;

V. The Law – In Brief

28. In addition to the *Civil Code of Quebec*, including art. 1457, Amendments to the *Competition Act* that came into force on June 23, 2022 explicitly recognize drip pricing as a harmful business practice. More specifically, these amendments add a new provision regarding drip pricing to both the civil and criminal prohibition on false or misleading representations (ss. 52 and 74.01);
29. Drip pricing involves offering a product or service at a price that is unattainable, because consumers must also pay additional non-government-imposed charges or fees to buy the product or service;¹
30. It is false and misleading to represent a price that a customer cannot actually attain because there are mandatory fixed additional charges or fees [ss. 52(1.3) and 74.01(1.1)];

VI. Summative Remarks

31. As a result of the Defendants’ marketing its online delivery services at a lower price than what consumers actually end up paying, Class Member, comprising, DoorDash customers, were unable to purchase food and other items at the advertised prices on DoorDash’s websites and mobile apps due to mandatory fees added at the checkout stage;

¹ Government-imposed fees include sales tax.

32. The Plaintiff and the Class Members that she seeks to represent have suffered *inter alia* economic damages by using DoorDash Services; they did not receive the benefit of the bargain and are therefore entitled to damages;

II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFF

33. The Plaintiff signed up for DoorDash Services in approximately 2020;
34. The Plaintiff used DoorDash to make her orders on a monthly basis and used it primarily to order take-out food from restaurants;
35. The Plaintiff has recently discovered that DoorDash has been marketing its online delivery services at a lower price than what consumers, such as herself, actually wind up paying and that the Competition Bureau's investigation found that DoorDash customers were unable to purchase food and other items at the advertised prices on DoorDash's websites and mobile apps due to mandatory fees added at the checkout stage;
36. In consequence, the Plaintiff now realizes that she has been misled by the Defendants; had he known the true facts – i.e that DoorDash was charging more than the originally advertised price, she would not have even considered using the DoorDash Services at all as there are other delivery services at competitive prices;
37. The Plaintiff's damages are a direct and proximate result of the Defendants' conduct and their false and misleading advertising;
38. In consequence of the foregoing, the Plaintiff is justified in claiming damages;

III. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE CLASS

39. By reason of DoorDash's unlawful conduct, the Plaintiff and Class Members have suffered a prejudice, which they wish to claim for every transaction completed with DoorDash at a price higher than that initially advertised;
40. The Class Members were induced into error by the Defendants' false and misleading statements;
41. Had the Defendants disclosed the truth about the DoorDash Services, consumers would not have used them or would not have paid such a high price;
42. In consequence of the foregoing, each member of the Class is justified in claiming at least one or more of the following as damages:
 - a. The additional charges above the base advertised price of the DoorDash services;

b. Punitive damages;

43. The Defendants engaged in wrongful conduct, while at the same time obtaining, under false pretences, significant sums of money from Class Members;
44. All of these damages to the Class Members are a direct and proximate result of the Defendants' conduct and its false and misleading advertising;

IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

A) The composition of the Class makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings

45. The Plaintiff is not privy to the specific number of persons who have used DoorDash Services; however, given that DoorDash is a very popular and well-known service, it is safe to estimate that it is at least in the tens of thousands. Further, the Defendants' database(s) could easily establish the number of Class Members and even all of those Class Members' exact coordinates;
46. Class Members are numerous and are scattered across the entire province of Quebec and country;
47. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendants. Even if the Class Members themselves could afford such individual litigation, it would place an unjustifiable burden on the courts and, at the very least, is not in the interests of judicial economy. Furthermore, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the court system;
48. This class action overcomes the dilemma inherent in an individual action whereby the legal fees alone would deter recovery and thereby in empowering the consumer, it realizes both individual and social justice as well as rectifies the imbalance and restore the parties to parity;
49. Also, a multitude of actions instituted in different judicial districts, risks having contradictory judgments on questions of fact and law that are similar or related to all members of the Class;
50. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the Class to obtain mandates and to join them together in one action;
51. In these circumstances, a class action is the only appropriate procedure and the only viable means for all of the members of the Class to effectively pursue their respective rights and have access to justice;

B) The claims of the members of the Class raise identical, similar or related issues of law or fact

52. All consumers were subjected to the same deceptive actions – the Defendants’ advertising a base price that was incorrect due to added mandatory fees disclosed only at checkout;
53. Individual issues, if any, pale by comparison to the common issues that are significant to the outcome of the litigation;
54. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely, the Defendants’ misconduct;
55. The claims of the members raise identical, similar or related issues of fact or law, namely:
 - a) Does DoorDash’s pricing structure amount to a false or misleading representation?
 - b) Does DoorDash fail to clearly indicate the total price of the goods or services as required by law?
 - c) Are the Defendants liable to the Class Members for reimbursement of the amounts that they paid to the Defendants to obtain their services that were not included in the price initially advertised (excluding the GST, QST, and any duties chargeable under any federal or provincial Act to be remitted to a public authority, as well as any additional optional charges)?
 - d) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate their unlawful, unfair, misleading, and/or deceptive practices?
 - e) Are the Defendants responsible to pay punitive damages to Class Members and in what amount?
56. The interests of justice favour that this application be granted in accordance with its conclusions;

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

57. The action that the Plaintiff wishes to institute on behalf of the members of the Class is an action in damages, injunctive relief, and a declaratory judgment;
58. The conclusions that the Plaintiff wishes to introduce by way of an application to institute proceedings are:

GRANT the class action of the Plaintiff and each of the members of the Class;

ORDER the Defendants to cease from the deceptive price and discount advertising;

CONDEMN the Defendants to pay to each member of the Class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay punitive damages to each of the members of the Class, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

A) The Plaintiff requests that she be designated as representative of the Class

59. The Plaintiff is a member of the Class;
60. The Plaintiff is ready and available to manage and direct the present action in the interest of the members of the Class that she wishes to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the Class, as well as, to dedicate the time necessary for the present action before the Courts and the *Fonds d'aide aux actions collectives*, as the case may be, and to collaborate with her attorneys;
61. The Plaintiff has the capacity and interest to fairly, properly, and adequately protect and represent the interest of the members of the Class;
62. The Plaintiff has given the mandate to her attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;
63. The Plaintiff, with the assistance of her attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other members of the Class and to keep them informed;

64. The Plaintiff has given instructions to her attorneys to put information about this class action on their website and to collect the coordinates of those Class Members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the authorization hearing;
65. The Plaintiff is in good faith and has instituted this action for the sole goal of having her rights, as well as the rights of other Class Members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Defendants' conduct;
66. The Plaintiff understands the nature of the action;
67. The Plaintiff's interests do not conflict with the interests of other Class Members and further, the Plaintiff has no interest that is antagonistic to those of other members of the Class;
68. The Plaintiff is prepared to be examined out-of-court on her allegations (as may be authorized by the Court) and to be present for Court hearings, as may be required and necessary;
69. The Plaintiff has spent time researching this issue on the internet and meeting with her attorneys to prepare this file. In so doing, she is convinced that the problem is widespread;

B) The Plaintiff suggests that this class action be exercised before the Superior Court of Justice in the district of Montreal

70. A great number of the members of the Class reside in the judicial district of Montreal and in the appeal district of Montreal;
71. The Plaintiff's attorneys practice their profession in the judicial district of Montreal;
72. The present application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an application to institute proceedings in damages, injunctive relief, and declaratory relief;

APPOINT the Plaintiff as representative of the persons included in the Class herein described as:

- All persons residing in Quebec who have placed an order using the DoorDash platform and were charged more than the base advertised price, or any other group to be determined by the Court;

IDENTIFY the principal issues of fact and law to be treated collectively as the following:

- a) Does DoorDash's pricing structure amount to a false or misleading representation?
- b) Does DoorDash fail to clearly indicate the total price of the goods or services as required by law?
- c) Are the Defendants liable to the Class Members for reimbursement of the amounts that they paid to the Defendants to obtain their services that were not included in the price initially advertised (excluding the GST, QST and any duties chargeable under any federal or provincial Act to be remitted to a public authority, as well as any additional optional charges)?
- d) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate their unlawful, unfair, misleading, and/or deceptive practices?
- e) Are the Defendants responsible to pay punitive damages to Class Members and in what amount?

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the Plaintiff and each of the members of the Class;

ORDER the Defendants to cease from the deceptive price and discount advertising;

CONDEMN the Defendants to pay to each member of the Class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay punitive damages to each of the members of the Class, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

DECLARE that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the Class Members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

ORDER the publication of a notice to the members of the group in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein in La Presse, the Montreal Gazette, Le Soleil, Le Journal de Montréal, and le Journal de Québec;

ORDER that said notice be available on the Defendants website(s), as well as their Facebook page(s) and Twitter account(s) with a link stating “Notice to DoorDash customers”;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

THE WHOLE with costs, including all publication and dissemination fees.

Montreal, June 10, 2025

(s) Andrea Grass

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