

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001385-257

(Class Action)
SUPERIOR COURT

M. LECOURS

Plaintiff

-VS.-

DOORDASH TECHNOLOGIES CANADA INC., legal person duly constituted, having its head office 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

**AMENDED 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 for delivery using the DoorDash and/or Caviar platform and who 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 – Caviar, which is owned by the Defendant, is essentially the same, differing mainly in its product focus being more high-end, gourmet and utilizing the same fee structure at issue;
- 2.1 Unless indicated otherwise, both the DoorDash and Caviar platforms will be referred to as DoorDash herein;
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 under section 74.1 of the *Competition Act*, R.S.C. 1985, c. C-34 alleging violations of sections 74.01 and 74.011;
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, California. 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,
 - CAVIAR (TMA1153708), which was filed on August 16, 2017,
 - CAVIAR (TMA1154477), which was filed on August 16, 2017,

The whole as appears more fully from a copy of the trade-mark from the CIPO database, produced herein en liasse 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 online delivery platforms that connects consumers and merchants for the purposes of food and convenience item deliveries. It entered the Canadian market in November of 2015;
- 13.1 DoorDash is one of the largest companies providing an online food and convenience delivery service in Canada;
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,” “Regulatory Response Fees”, “Expanded Range Fees”, “Small Order Fees” “Bag Fees”, and “DoubleDash Fees”) are added only later in the ordering process [the “Obligatory Fees”];

15.1 In order to place their order to have it delivered, consumers have no choice, other than to pay the Obligatory Fees or abandon their order (a Hobson's Choice)¹. The obligatory fees are obligatory for orders purchased for delivery;

15.2 There is the option of using a separate DoorDash service whereby customers can place an order with participating merchants and pick it up from the merchants themselves. The Obligatory Fees are not charged for pick-up orders;

(a) The "Service Fees"

15.3 DoorDash applies a fixed percentage service fee to all delivery orders, depending on the customer's province and membership status, which it knows in advance of placing the order;

15.4 Service fees are charged at a fixed rate:

- (i) Delivery orders from restaurants in British Columbia incur a charge of 12%,
- (ii) Delivery orders from restaurants in the rest of Canada are charged at a rate of 11%,
- (iii) Delivery orders from convenience stores are charged at a rate ranging from 11% to 21%, depending on the delivery location and the selected merchant,
- (iv) DashPass members are charged at a reduced rate;

Type of Delivery	Canada (including Quebec)	British Columbia	DashPass
Restaurants	11% \$1.99 min (Quebec – maximum of \$3.99)	12% \$1.99 min	Reduced service fee under certain circumstances
Convenience stores	Between 11%-21%	Between 11%-21%	
Grocery stores	11%	11%	

¹ A Hobson's choice is a free choice in which only one thing is actually offered. The term is often used to describe an illusion that choices are available. The best-known example is "I'll give you a choice: Take it or leave it". The term originates from the 17th-century practice of Thomas Hobson, a livery stable owner in Cambridge, England who required customers to take the horse nearest the door or none at all.

	\$3.99 min - \$8.99 max	\$3.99 min - \$8.99 max	
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- 15.5 Below are two examples: the first is an order from Thai Express that contains delivery fees and service fees – what was originally displayed as \$24.34, ended up at \$34.14 (though there is a \$2.00 “Dasher” tip and taxes) an approximate 71% increase. The second, is an order from Maxi that was \$4.50 – it ended up being \$17.35 after the tip, taxes, and the Obligatory Fees a 386% increase:

Order Complete

Saturday, Jan 25, 2025 at 7:09 PM



Your order is complete. Enjoy!



Your Dasher
Marwa

Add tip



Thai Express
2 items

Rate store



1x Soupe Thaï / Thaï Soup

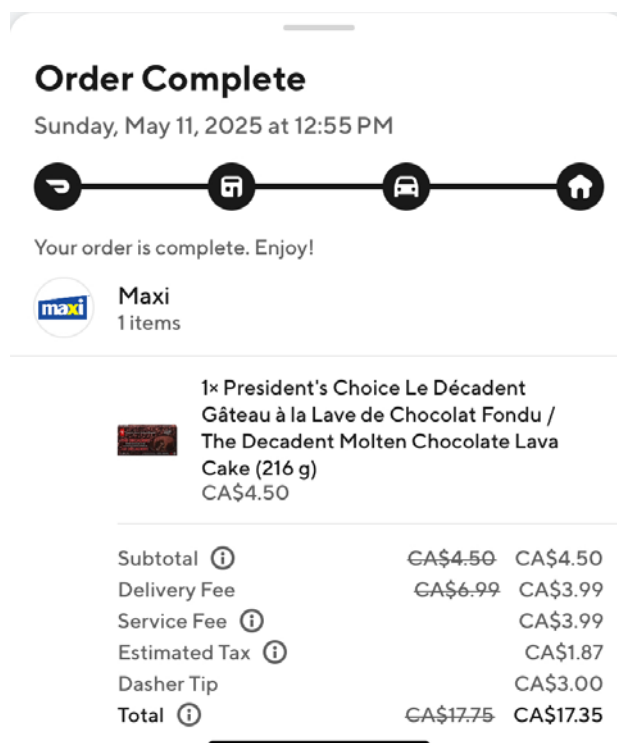
Ajoutez des nouilles de riz fines / Add
thin rice noodles · Poulet / Chicken ·
Supplément : Lait de Coco
Supplémentaire / Add-On: Extra
Coconut Milk
CA\$19.89



1x Boisson Asiatique/Asian Drink

Litchi/ Lychee
CA\$4.45

Subtotal	CA\$24.34
Delivery Fee	CA\$3.99 CA\$1.99
Service Fee	CA\$2.68
Estimated Tax	CA\$3.13
Dasher Tip	CA\$2.00
Total ⓘ	CA\$34.14



(b) The “Delivery Fees”

15.6 DoorDash also charges delivery fees (as seen on the bills displayed above). A flat delivery fee is applied to all orders, with certain exceptions. These exceptions include first-time users, who pay no delivery fee, and DashPass members, who are eligible for free delivery on certain orders;

15.7 The amount of the delivery fee depends on the distance of the consumer from the merchant and the terms of the contract between DoorDash and the merchant;

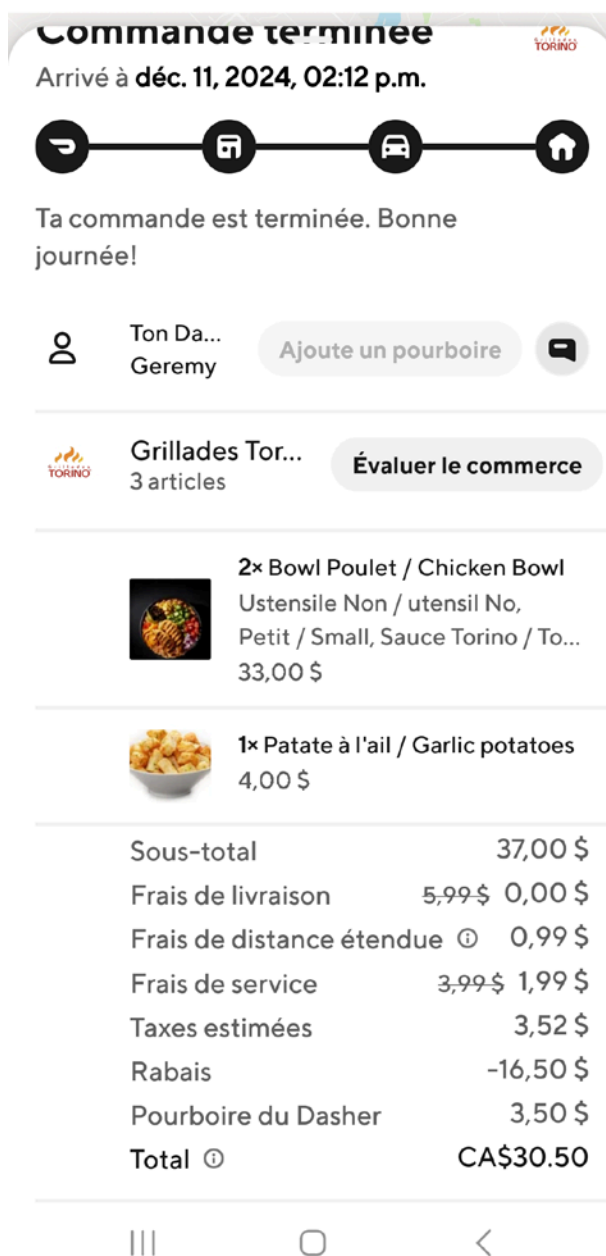
15.8 Customers must input their location on the DoorDash app or website before selecting a merchant. Therefore, DoorDash knows the distance between the consumer’s delivery location and the merchant before the consumer places an order; i.e. the fee is pre-determined and known before the initial price representation;

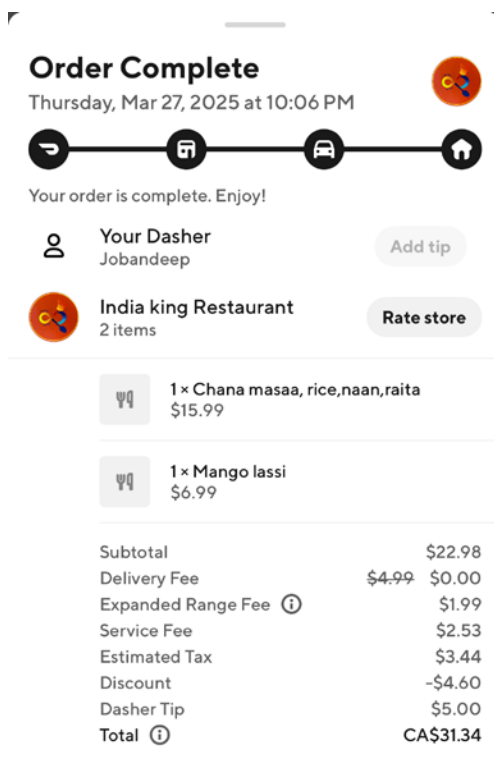
(c) The “Expanded Range Fees”

15.9 DoorDash charges an expanded range fee when an order is outside of a merchant’s regular service zone. This fee is based on the merchant’s address and the client’s delivery location. DoorDash’s expanded range fee is a fixed charge applied to all delivery orders originating outside of the area that DoorDash determines to be the consumer’s delivery area;

15.10 DoorDash knows the amount of the expanded range fee prior to making its initial price representation. This fee is predetermined before the consumer places an order with the merchant;

15.11 Below are two examples: the first is an order from Grillade Torino that contains “*frais de distance étendue*” and the second is from India King Restaurant:





(d) The “B.C. Regulatory Response Fees” (Not applicable in Quebec)

15.12 In October 2024, DoorDash started charging a B.C. Regulatory Response Fee – a flat fee for orders delivered in British Columbia – this fee was not charged in Quebec;

(e) The “Small Order Fees”

15.13 DoorDash’s small order fee is a fixed charge applied to convenience delivery orders that fall below a certain threshold. This fixed fee is either \$2.00 or \$3.00 and applies when orders fall below the applicable threshold of either \$12.00 or \$15;

15.14 Below are examples of Small Order Fees: the first is of an order made from Nouilles Zen that contains Delivery Fees, Service Fees, and Small Order Fees (“Frais pour petite commande”) – what was originally displayed as \$31.10, ended up at \$50.00 (though there is a \$3.42 “Dasher” tip and taxes) after the Obligatory Fees. Here, the order was cancelled;

Ta commande a été annulée; nous t'aiderons à trouver un remplacement



Vérifie l'adresse courriel associée à ce compte pour obtenir des détails sur l'annulation de ta commande.








Nouilles Zen
2 articles



2x 43. Poulet général Tao / General Tao
Chicken
31,10 \$

Sous-total	31,10 \$
Frais de livraison	3,99 \$
Frais de service	3,42 \$
Frais pour petite commande	2,00 \$
Taxes estimées	6,07 \$
Pourboire du Dasher	3,42 \$
Total ⓘ	CA\$50.00
Rembourser	-50,00 \$

15.15 The second is an order from Dollarama that contains Delivery Fees, Service Fees, Small Order Fees, and Bag Fees – what was originally displayed as \$5.91, ended up at \$11.55 after the Obligatory Fees (though there are taxes of \$1.27);

<div>  <div> Your Dasher Georges </div> <div> Add tip  </div> </div>																			
<div>  <div> Dollarama 6 items </div> <div>Rate Store</div> </div>																			
<div>  <div> 5× Pepsi Cola Soda Bottle (1 L) \$5.00 </div> </div>																			
<div>  <div> 1× Hubba Bubba Bubble Max Chewing Gums (5 pk x 18 ct) \$0.91 </div> </div>																			
<table> <tr> <td>Subtotal</td><td>\$5.91</td></tr> <tr> <td>Bag Fee ⓘ</td><td>\$0.50</td></tr> <tr> <td>Delivery Fee</td><td>\$4.99 \$2.99</td></tr> <tr> <td>Service Fee</td><td>\$1.24</td></tr> <tr> <td>Small Order Fee</td><td>\$2.00</td></tr> <tr> <td>Estimated Tax</td><td>\$1.27</td></tr> <tr> <td>Discount</td><td>-\$2.36</td></tr> <tr> <td>Dasher Tip</td><td>\$0.00</td></tr> <tr> <td>Total ⓘ</td><td>CA\$11.55</td></tr> </table>		Subtotal	\$5.91	Bag Fee ⓘ	\$0.50	Delivery Fee	\$4.99 \$2.99	Service Fee	\$1.24	Small Order Fee	\$2.00	Estimated Tax	\$1.27	Discount	-\$2.36	Dasher Tip	\$0.00	Total ⓘ	CA\$11.55
Subtotal	\$5.91																		
Bag Fee ⓘ	\$0.50																		
Delivery Fee	\$4.99 \$2.99																		
Service Fee	\$1.24																		
Small Order Fee	\$2.00																		
Estimated Tax	\$1.27																		
Discount	-\$2.36																		
Dasher Tip	\$0.00																		
Total ⓘ	CA\$11.55																		

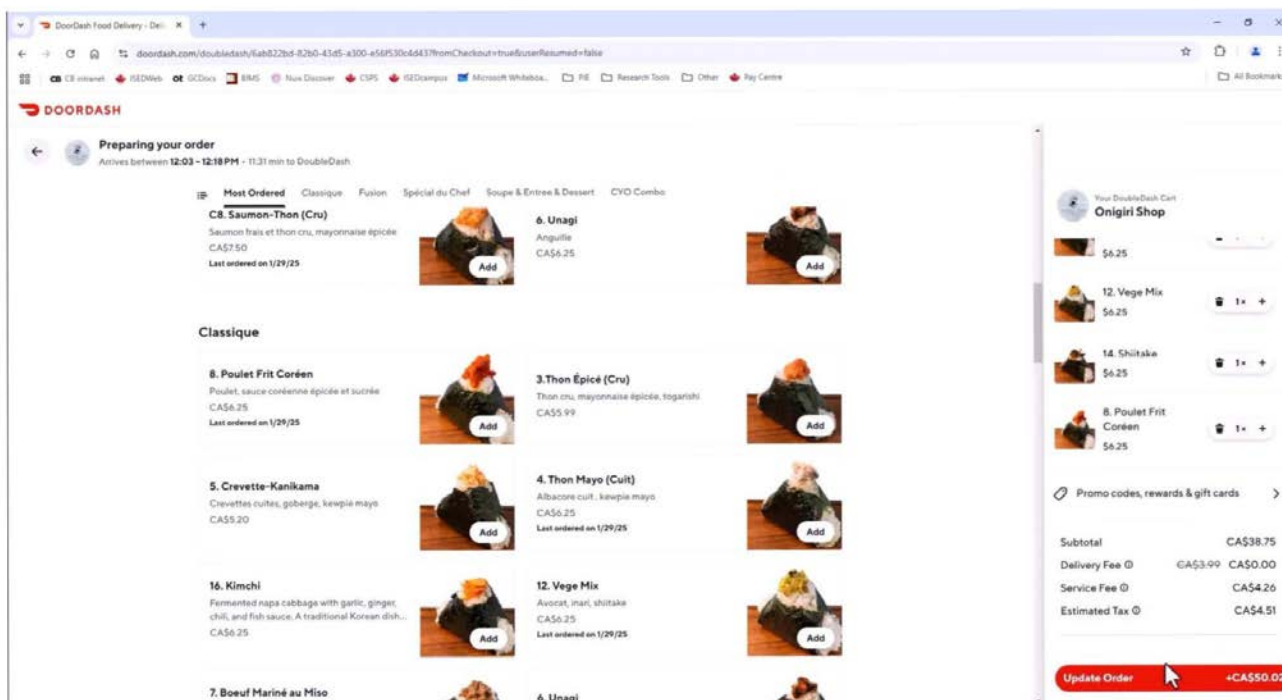
(f) The “Bag Fees”

15.16 In addition to the above-described fees, DoorDash charges a Bag Fee in the range of \$0.50, (as seen on the bill displayed above);

(g) The “DoubleDash Fees”

15.17 DoubleDash orders refer to when a customer completes an order and then adds additional items prior to delivery – the \$3.99 cap on Service Fees in Quebec, does not apply to these orders.

15.18 The Competition Bureau has highlighted this in the image below that it obtained on January 29, 2025. Where the customer added items to their DoorDash order, in addition to the \$3.99 Service Fees, an additional Service Fee of \$4.26 was added to the bill for the additional items that were added to it;



15.19 DoorDash's representations about the \$3.99 Service Fee cap in Quebec are therefore false and misleading since DoubleDash orders are charged above this cap;

15.20 The Pricing and Fees section of DoorDash's website (a pop-up when clicked upon), displays the following:

Pricing and Fees

- **Menu Prices:** This merchant sets prices. Those prices may be higher than prices in-store or elsewhere for this location. In-store promotions may not apply. Prices for delivery and pickup may vary.
- **Service Fee:** This fee goes to DoorDash. The service fee may vary but is 11% of your subtotal for most restaurant orders (and 6% for most eligible DashPass restaurant orders). The minimum service fee is CA\$2.49 (CA\$1.49 for a DashPass-eligible order) and the maximum service fee is CA\$3.99 (CA\$1.99 for a DashPass-eligible order).
- **Expanded Range Fee:** This fee goes to DoorDash. It helps DoorDash provide access to the available merchants farthest from you.
- **Delivery Fee:** The delivery fee is a flat fee that goes to DoorDash. The delivery fee is CA\$0 on eligible DashPass restaurant orders.
- **Government Fees:** Other fees such as bag fees and bottle fees required by law may apply. Some of these fees may be retained by DoorDash.
- **Checkout:** You can see all of the fees that apply to your order at checkout prior to completing the transaction.

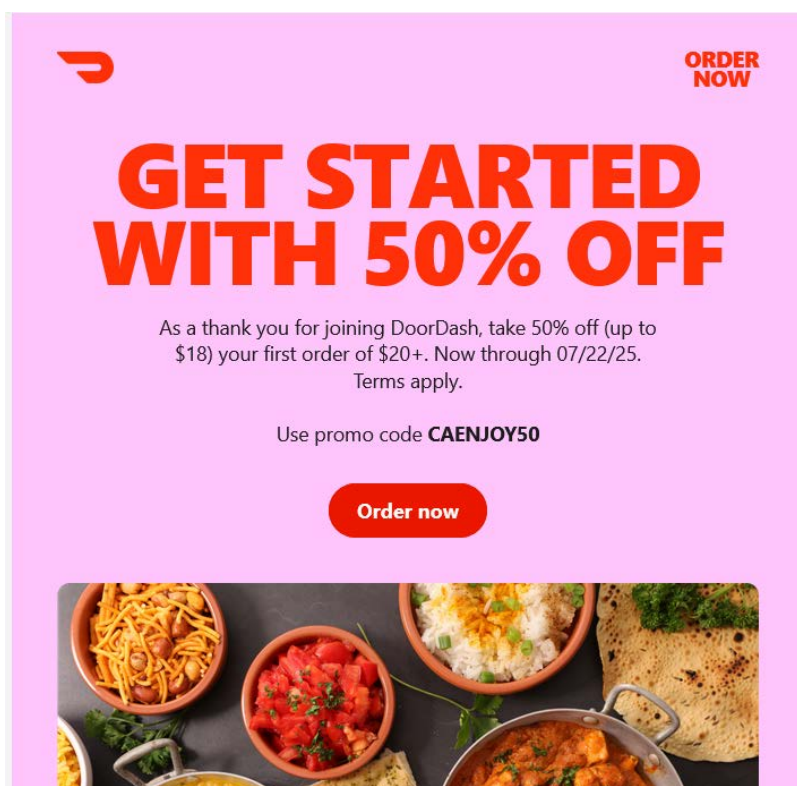
Got it

15.21 DoorDash has made, and continues to make, representations to the public that are false or misleading in a material respect. These false or misleading representations fall into 3 categories:

- (i) Misrepresentations regarding prices for delivery that are not attainable due to fixed obligatory charges or fees;
- (ii) Misrepresentations regarding fees that are portrayed as government-imposed; and
- (iii) Misrepresentations regarding potential discounts consumers could achieve;

15.22 DoorDash also makes false and misleading representations about discounts that its customers can receive. For example, when a new customer joins DoorDash, they receive the following email:

Save 50% on your first order with DoorDash!



The image is a promotional banner for DoorDash. It has a light pink background. In the top left corner is the DoorDash logo, a stylized orange 'D'. In the top right corner, the words 'ORDER NOW' are written in orange, stacked vertically. The main headline, 'GET STARTED WITH 50% OFF', is in large, bold, orange capital letters. Below this, in smaller black text, it says: 'As a thank you for joining DoorDash, take 50% off (up to \$18) your first order of \$20+. Now through 07/22/25. Terms apply.' Below that, it says 'Use promo code **CAENJOY50**'. There is a red button with white text that says 'Order now'. At the bottom of the banner is a photograph of various Indian dishes, including bowls of noodles, a bowl of tomatoes, a bowl of rice, and a pan of curry.

ORDER NOW

GET STARTED WITH 50% OFF

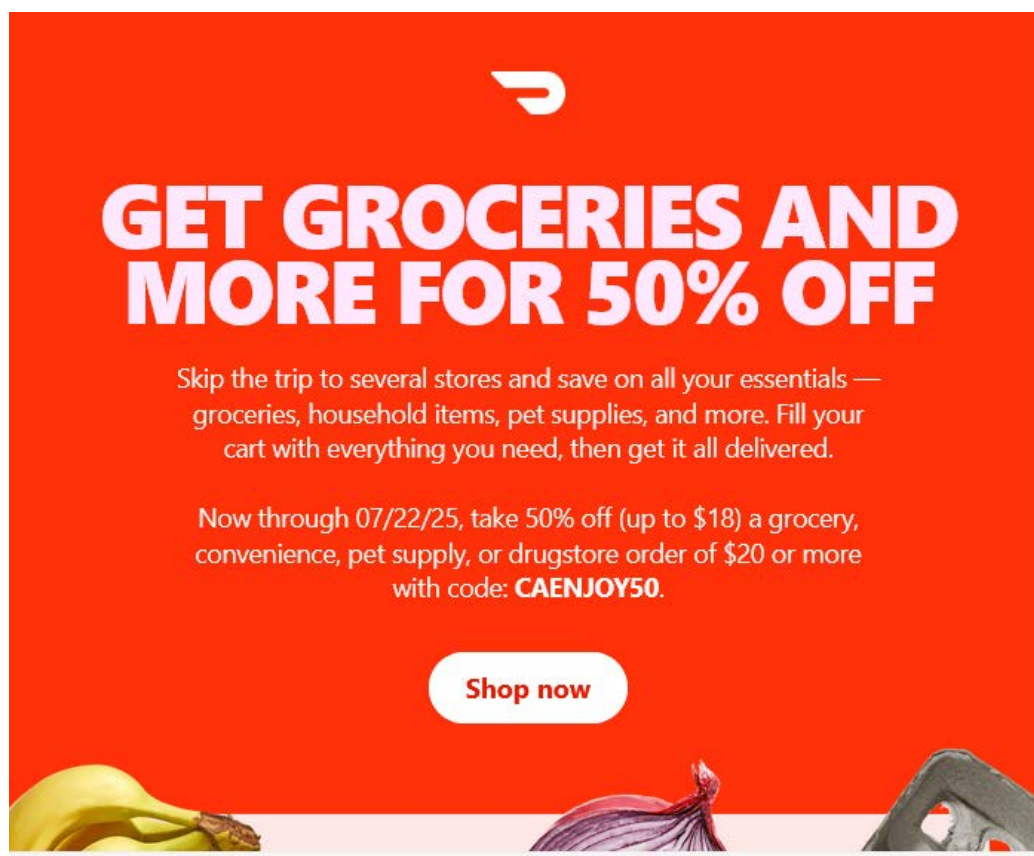
As a thank you for joining DoorDash, take 50% off (up to \$18) your first order of \$20+. Now through 07/22/25. Terms apply.

Use promo code **CAENJOY50**

Order now

15.23 DoorDash customers receive regular emails with purported discounts on orders:

Apply your 50% off deal to groceries and more — redeem now!



- 15.24 However, these advertisements are false and misleading because these discounts do not apply to the Obligatory Fees, only to the subtotal amount advertised beforehand – and the amount of fees are calculated on the whole amount;
- 15.25 DoorDash does put a disclaimer at the bottom of the email in grey-on-grey font that states “Fees, taxes, and gratuity still apply”; however, this is hardly visible – see enlarged image below:

TERMS AND CONDITIONS: Offer valid through 07/22/25, 11:59pm PT. 50% off your first order of \$20+, (maximum discount \$18). First-time users only. Limit one per person. Promo is valid only for users who received this email directly from DoorDash. Not valid on pickup orders. Not valid for the purchase of alcohol. Fees, taxes, and gratuity still apply. All deliveries subject to availability. Must have or create a valid DoorDash account with a valid form of accepted payment on file. No cash value. Non-transferable. See full terms and conditions at: help.doordash.com/consumers/s/article/offer-terms-conditions.

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*, the *Competition Act*, and the C.C.Q.;
17. DoorDash has benefitted economically from this deceptive practice by attracting consumers under false pretences and increasing its profit margins through undisclosed or inadequately disclosed charges, thereby generating nearly \$1 billion in revenues from its fixed obligatory fees in the past decade;
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**;

22.1 On December 21, 2020, a class action was filed in Quebec on behalf of the following class:

« Toutes les personnes résidant au Québec qui ont effectué une transaction sur l’application mobile DoorDash ou sur le site internet www.doordash.com de la défenderesse et qui ont payé un prix supérieur à celui qui était annoncé; »²

The whole as appears more fully from a copy of the *Demande pour autorisation d’exercer une action collective et pour être représentante* in *Leung c. DoorDash Technologies Canada Inc.*, Superiour Court File No. 500-06-001112-206, produced herein as **Exhibit R-11**;

22.2 On December 17, 2021, the parties entered into a settlement agreement on behalf of the above class with the class period of August 14, 2019 until the date of the pre-approval order. The pre-approval order is dated December 23, 2021, the whole as appears more fully from a copy of the settlement agreement and pre-approval order in *Leung c. DoorDash Technologies Canada Inc.*, Superiour Court File No. 500-06-001112-206, produced herein *en liasse* as **Exhibit R-12**;

22.3 The settlement agreement (Exhibit R-12) provided for *inter alia* the following:

- (i) A \$1.50 credit to be used as a means of payment for an order on the DoorDash platform applied to the accounts of “eligible class members”, redeemable at check-out;

² [TRANSLATION] All persons residing in Québec who made a transaction on the DoorDash mobile application or on the website www.doordash.com belonging to the Defendant and who paid a higher price than that advertised.

(ii) A release for the Defendants as follows:

“bb) “Released Claims” means any and all claims, demands, rights, liabilities, and causes of action of any nature whatsoever, known or unknown, matured or un-matured, at law, whether in delict, contract or under any other right at law, existing under federal or provincial law, that either of the Plaintiff, or any Class Member, has or may have against the Released Persons arising out of or in any way related to the claims asserted in the Litigation, including, for greater certainty any and all claims in respect of any and all Charges paid by the Class Members to the Defendants during the Class Period;³

22.4 Most importantly, the settlement agreement did not provide a release for future behaviour – and, said behaviour continued;

22.5 On January 31, 2023, a class action was filed in Quebec on behalf of the following class:

« Toutes les personnes detenant un abonnement DashPass qui, au Quebec, ont effectue une transaction sur l’application mobile DoorDash ou sur les sites Internet www.doordash.com ou www.doordash.ca, et qui ont paye un montant en trop equivalent aux taxes sur la reduction des frais octroyee par cet abonnement Dash Pass »;

The whole as appears more fully from a copy of the *Demande d’autorisation d’exercer une action collective* in *Vaillancourt c. DoorDash Technologies Canada Inc.*, Superior Court File No. 500-06-001220-231, produced herein as **Exhibit R-13**;

22.6 On June 6, 2024, the parties entered into a settlement agreement on behalf of the above class. Final approval was rendered on May 2, 2025, the whole as appears more fully from a copy of the settlement agreement in *Vaillancourt c. DoorDash Technologies Canada Inc.*, and from a copy of the final approval order in Superior Court File No. 500-06-001220-231, produced herein *en liasse* as **Exhibit R-14**;

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

³ “Released Persons” means DoorDash Technologies Canada Inc. and its past and present partners, affiliates and predecessors, successors, assigns, parents, subsidiaries, insurers, officers, directors and employees” under s. II. dd) of the settlement agreement (Exhibit R-12).

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**;
- 26.1 The Commissioner of Competition did indeed file suit against the Defendants on June 9, 2025 in the Competition Tribunal, the whole as appears more fully from a copy of the Notice of Application dated June 9, 2025, produced herein as **Exhibit R-15**;

IV. The Defendant’s Representations

27. The Defendant’s websites www.doordash.com and www.trycaviar.com as well as the accordant apps of DoorDash and Caviar, invite 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);

- 28.1 Section 74.01 (1.1) provides:

Drip pricing

(1.1) For greater certainty, the making of a representation of a price that is not attainable due to fixed obligatory charges or fees constitutes a false or misleading representation, unless the obligatory charges or fees represent only an amount imposed on a purchaser of the product referred to in subsection (1) by or under an Act of Parliament or the legislature of a province.

Ordinary price: suppliers generally

(2) Subject to subsection (3), a person engages in reviewable conduct who, for the purpose of promoting, directly or indirectly, the supply or use of a

product or for the purpose of promoting, directly or indirectly, any business interest, by any means whatever, makes a representation to the public concerning the price at which a product or like products have been, are or will be ordinarily supplied where suppliers generally in the relevant geographic market, having regard to the nature of the product,

(a) have not sold a substantial volume of the product at that price or a higher price within a reasonable period of time before or after the making of the representation, as the case may be; and

(b) have not offered the product at that price or a higher price in good faith for a substantial period of time recently before or immediately after the making of the representation, as the case may be.

Ordinary price: supplier's own

(3) A person engages in reviewable conduct who, for the purpose of promoting, directly or indirectly, the supply or use of a product or for the purpose of promoting, directly or indirectly, any business interest, by any means, makes a representation to the public as to the price at which a product or like products have been, are or will be ordinarily supplied by the person making the representation unless that person, having regard to the nature of the product and the relevant geographic market, establishes that

(a) they have sold a substantial volume of the product at that price or a higher price within a reasonable period of time before or after the making of the representation, as the case may be; or

(b) they have offered the product at that price or a higher price in good faith for a substantial period of time recently before or immediately after the making of the representation, as the case may be.

References to time in subsections (2) and (3)

(4) For greater certainty, whether the period of time to be considered in paragraphs (2)(a) and (b) and (3)(a) and (b) is before or after the making of the representation depends on whether the representation relates to

(a) the price at which products have been or are supplied; or

(b) the price at which products will be supplied.

Saving

(5) Subsections (2) and (3) do not apply to a person who establishes that, in the circumstances, a representation as to price is not false or misleading in a material respect.

28.2 Section 74.011 (3.1) provides:

Drip pricing

(3.1) For greater certainty, the making of a representation of a price that is not attainable due to fixed obligatory charges or fees constitutes a false or misleading representation, unless the obligatory charges or fees represent only an amount imposed on a purchaser of the product referred to in subsections (1) to (3) by or under an Act of Parliament or the legislature of a province;

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;⁴
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

- 30.1 DoorDash displays prices on its websites and apps that are not attainable when customers make an order for delivery;
- 30.2 Price is a key factor in every consumer transaction, shaping both affordability and the decision-making process. This includes decisions on whether to order a meal or another item for delivery through DoorDash or through another supplier;
- 30.3 DoorDash intentionally designs and structures its websites and mobile applications so that the total price is only revealed to consumers near the end of the transaction process;
- 30.4 DoorDash has been engaging in this behaviour for years despite multiple lawsuits, public warnings, and notification (Exhibit R-16, p. 49), the whole as appears more fully from copies of the Competition Bureau Bulletin entitled “The Deceptive Marketing Practices Digest” Volumes 1, 5, and 6 dated June 10, 2015, March 4, 2020, and April 17, 2023, produced herein *en liasse* as **Exhibit R-16**;
- 30.5 Since entering the Canadian market in November of 2015, DoorDash has collected almost \$1 billion in Obligatory Fees (Exhibit R-16, p. 49);
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

⁴ Government-imposed fees include sales tax.

advertised prices on DoorDash's websites and mobile apps due to mandatory fees added at the checkout stage;

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 for delivery;
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 she 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 an amount equivalent to the additional charges that they had to pay, with interest, 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 for delivery using the DoorDash and/or Caviar platform and who 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 an amount equivalent to the additional charges that they had to pay, with interest, 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, July 31, 2025

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