

1 **BURSOR & FISHER, P.A.**
 2 L. Timothy Fisher (State Bar No. 191626)
 3 Stefan Bogdanovich (State Bar No. 324525)
 4 1990 North California Blvd., 9th Floor
 5 Walnut Creek, CA 94596
 6 Telephone: (925) 300-4455
 Facsimile: (925) 407-2700
 E-mail: ltfisher@bursor.com
 sbogdanovich@bursor.com

7 **BURSOR & FISHER, P.A.**
 8 Philip L. Fraietta (State Bar No. 354768)
 9 1330 Avenue of the Americas, 32nd Floor
 10 New York, NY 10019
 Telephone: (646) 837-7150
 Facsimile: (212) 989-9163
 E-Mail: pfraietta@bursor.com

11 *Attorneys For Plaintiffs*

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 15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA—SOUTHERN DIVISION**

17 HUDSON GILL and CLAIR AWAD,
 18 individually and on behalf of all other
 19 persons similarly situated,

20 Plaintiffs,

21 v.

22 CHIPOTLE MEXICAN GRILL, INC.

23 Defendant.
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Case No. 8:24-cv-1672

CLASS ACTION COMPLAINT


JURY TRIAL DEMANDED

1 Plaintiffs Hudson Gill and Clair Awad (“Plaintiffs”) file this class action
 2 complaint on behalf of themselves and all others similarly situated (the “Class
 3 Members”) against Defendant, Chipotle Mexican Grill, Inc. (“Defendant” or
 4 “Chipotle”). Plaintiffs bring this action based upon personal knowledge of the facts
 5 pertaining to themselves, and on information and belief as to all other matters, by
 6 and through the investigation of the undersigned counsel.

7 **NATURE OF THE ACTION**

8 1. This is a class action suit brought against Chipotle for lying to its online
 9 customers placing delivery orders that they are paying artificially high taxes, when in
 10 fact, they are paying Chipotle’s eye-popping service fees.

11 2. Whenever consumers go to Chipotle’s website, chipotle.com, or use the
 12 Chipotle mobile smartphone application, select delivery, and pick out their food,
 13 they are taken to Chipotle’s checkout page. On the checkout page, Chipotle discloses
 14 a subtotal, a \$1.00 delivery fee, a tax, and a total. Next to the “tax” is a “v” drop-
 15 down symbol. If consumers click on that drop-down symbol, it shows the
 16 components of the tax. Tax = Tax + Service Fee. That math doesn’t add up.

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Bag Total	\$30.15
SIGN IN TO USE REWARDS	
Enter a Promo Code	APPLY
Subtotal	\$30.15
Delivery Fee	\$1.00
Tax v	\$10.97
TOTAL	\$42.12

21 **Figure 1**

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Subtotal	\$30.15
Delivery Fee	\$1.00
Tax ^	
Tax	\$3.43
Service Fee	\$7.54
TOTAL	\$42.12

27 **Figure 2**

1 3. In other words, Chipotle is hiding its hefty service fees inside of a “Tax”
2 burrito. This is textbook fraud. On Figure 1, Chipotle lies and says the “Tax” is
3 “\$10.97.” On Figure 2, Chipotle admits the “Tax” is “\$3.43.” The “Service Fee,” in
4 contrast, represents a whopping 20% of the subtotal.

5 4. Law abiding consumers pay taxes because they believe they have to.
6 There is no point in complaining about taxes. Benjamin Franklin once said “in this
7 world nothing can be said to be certain, except death and taxes.” As such, many
8 consumers will simply grumble and pay, without ever even clicking the drop-down
9 button in Figure 1. By hiding its service fees under the cloak of taxes, Chipotle can
10 unjustly enrich itself by falsely making people believe they are paying taxes for the
11 public good. They are not.

12 5. And consumers have little reason to ever even click the drop-down
13 button. After all, on that same page Chipotle prominently discloses that it charges a
14 modest \$1.00 “Delivery Fee” on all delivery orders. This intentionally misleads
15 consumers into believing that that is the only fee being charged, when, in fact, there
16 is a “Service Fee” hiding within the “Tax” category. In just the example shown
17 above, the “Service Fee” is more than seven times larger than the quoted “Delivery
18 Fee.”

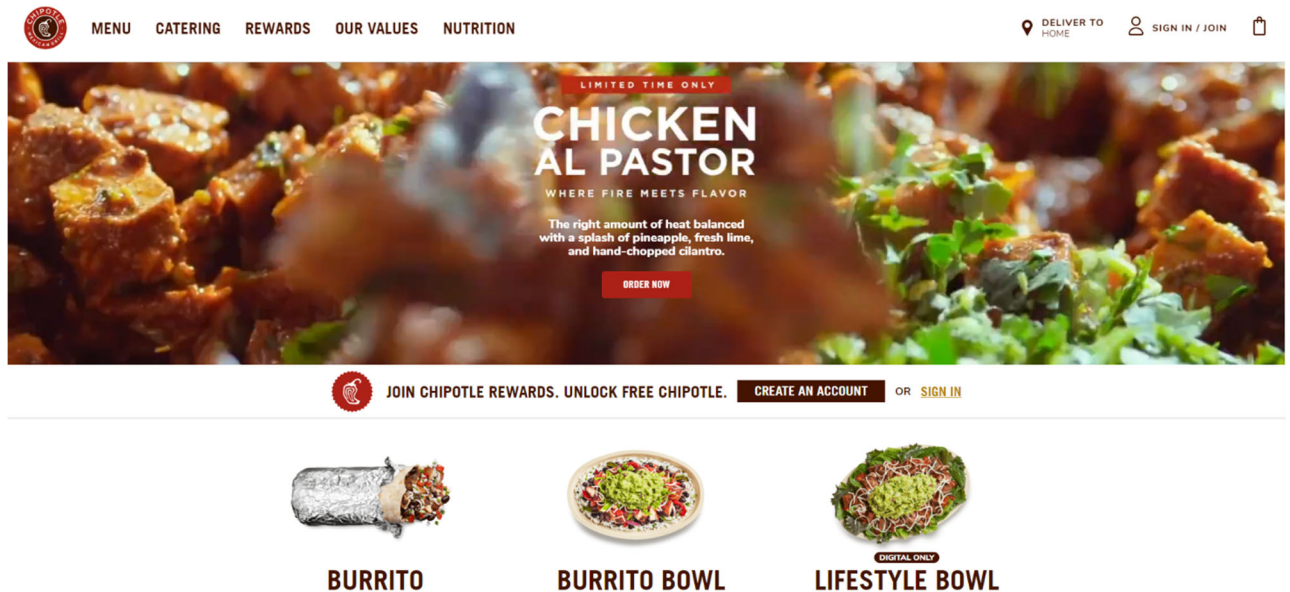
19 6. And even the \$1.00 “Delivery Fee” is intentionally misleading—
20 because it does not even represent the true added costs of delivery. *After* a consumer
21 completes the transaction, Chipotle discloses on customer receipts that the hidden
22 “Service Fee” it charged went to “power[ing] easy, integrated delivery.” And in fine
23 print on the order page, Chipotle states that “Menu pricing for delivery is higher.”
24 About 50% higher. In fact, many of Chipotle’s consumers, who have grown
25 accustomed to burritos and bowls for around \$10 will be shocked to realize that the
26 same price of those items when ordered for delivery are closer to \$15.

1 14. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because
2 Defendant resides in this District.

3 **FACTUAL ALLEGATIONS**

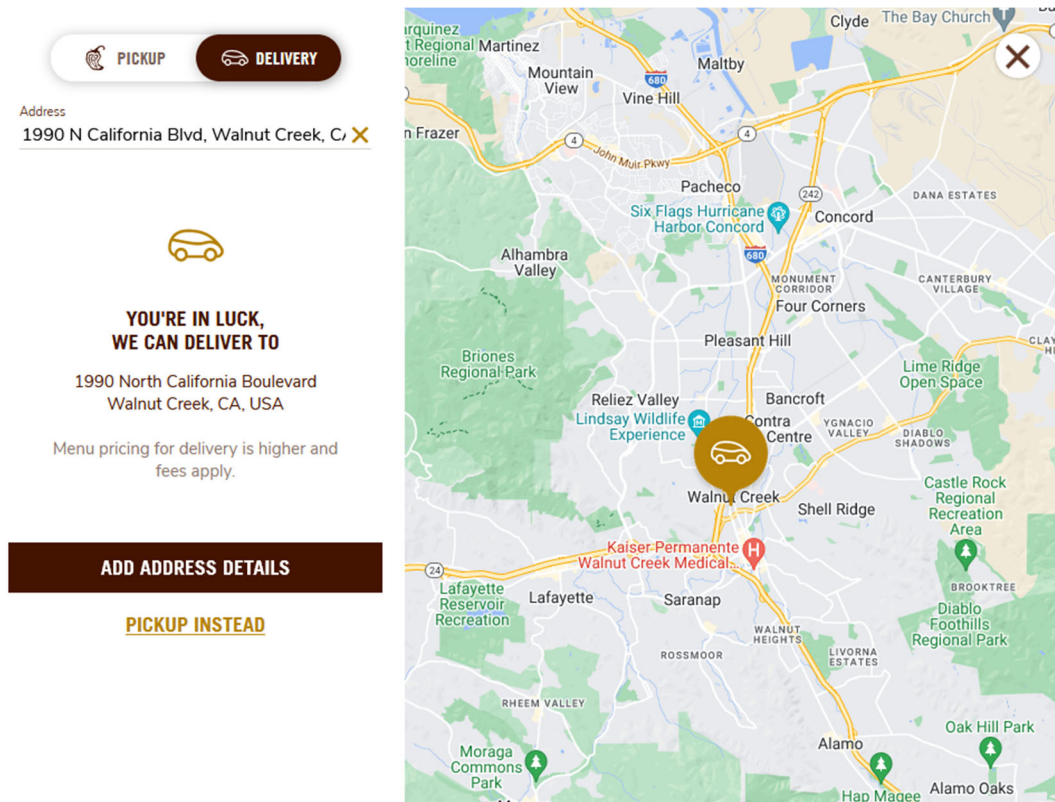
4 15. Chipotle is a Mexican fast-food chain with over 700 locations in
5 California, New York, and Massachusetts, collectively. It operates a website,
6 www.chipotle.com, and a smartphone application (available for download from the
7 Apple app store and the Google Play store) which allow consumers to order food for
8 delivery from many of these locations.

9 16. When a prospective customer first visits Chipotle’s website, are
10 prompted to order.



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Figure 3

1 17. If such a consumer hits the “ORDER NOW” button on the main page,
2 they are prompted to select pickup or delivery and input their address.



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Figure 4

18. After a consumer enters his or her address, he or she can select the food items to purchase for delivery. After those items are selected, the bag symbol in the upper right-hand corner of the screen includes a number showing the number of food times selected.



Figure 5

19. If a consumer clicks on that bag, a scrollable checkout window emerges.

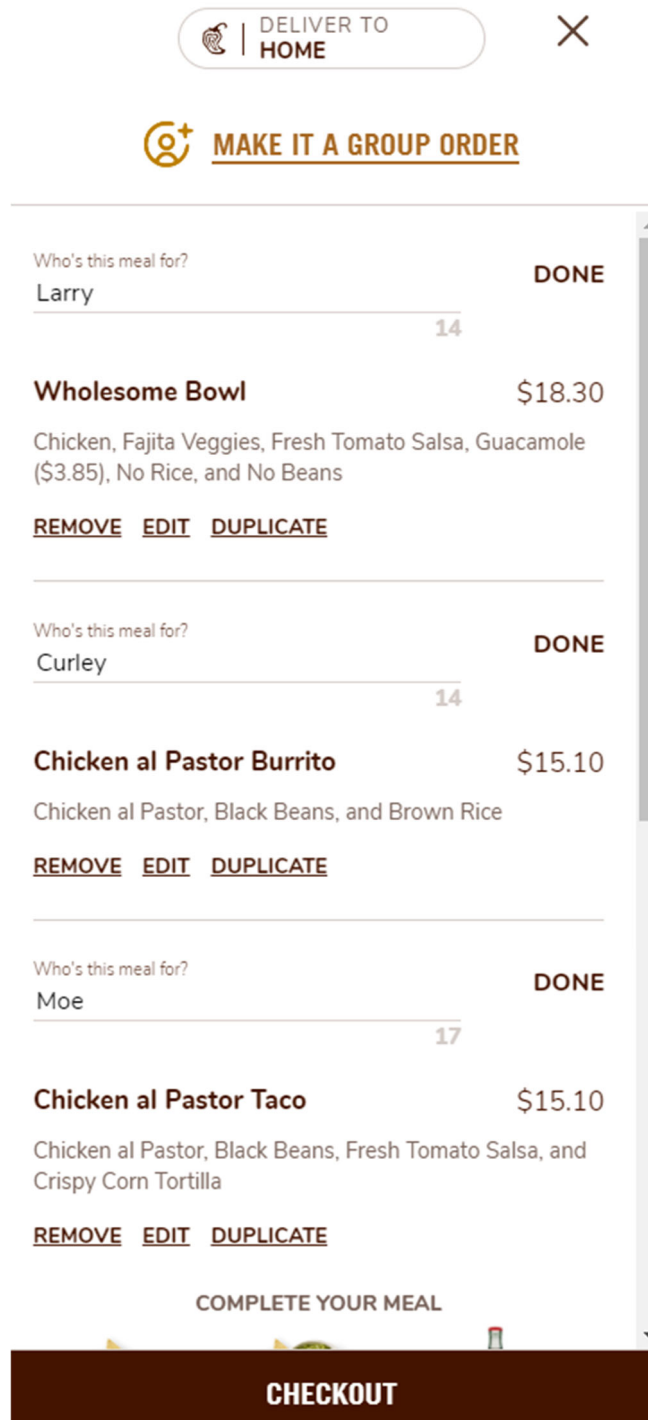


Figure 6

1 20. A consumer can click the “CHECKOUT” button without having to
 2 scroll down to the bottom of that Checkout screen. If a consumer scrolls to the
 3 bottom of the screen, Chipotle shows displays an itemized subtotal which includes a
 4 “Tax” amount and drop-down “v” symbol.

Enter a Promo Code	APPLY
Subtotal	\$55.15
Delivery Fee	\$1.00
<u>Tax</u> v	\$16.54
TOTAL	\$72.69
Delivery includes higher menu prices and additional fees to help offset the costs of delivery.	
CHECKOUT	

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Figure 7

17 21. Only if a consumer clicks on the drop-down symbol does the website
 18 reveal that most of the amount listed as a “Tax” is not actually “Tax” but a “Service
 19 Fee” charged by Chipotle. In the example below, Chipotle’s “Service Fee” is a
 20 whopping 20% of the order subtotal.¹

<u>Tax</u> ^	
Tax	\$5.51
Service Fee	\$11.03
TOTAL	\$72.69

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Figure 8

27 ¹ The service fee amount appears to vary depending on which state a consumer
 28 orders food from.

22. If a consumer clicks the “CHECKOUT” button in Figures 6 and 7, they are prompted taken to a final payment screen which again lists a “Tax” with a drop-down “v” symbol.

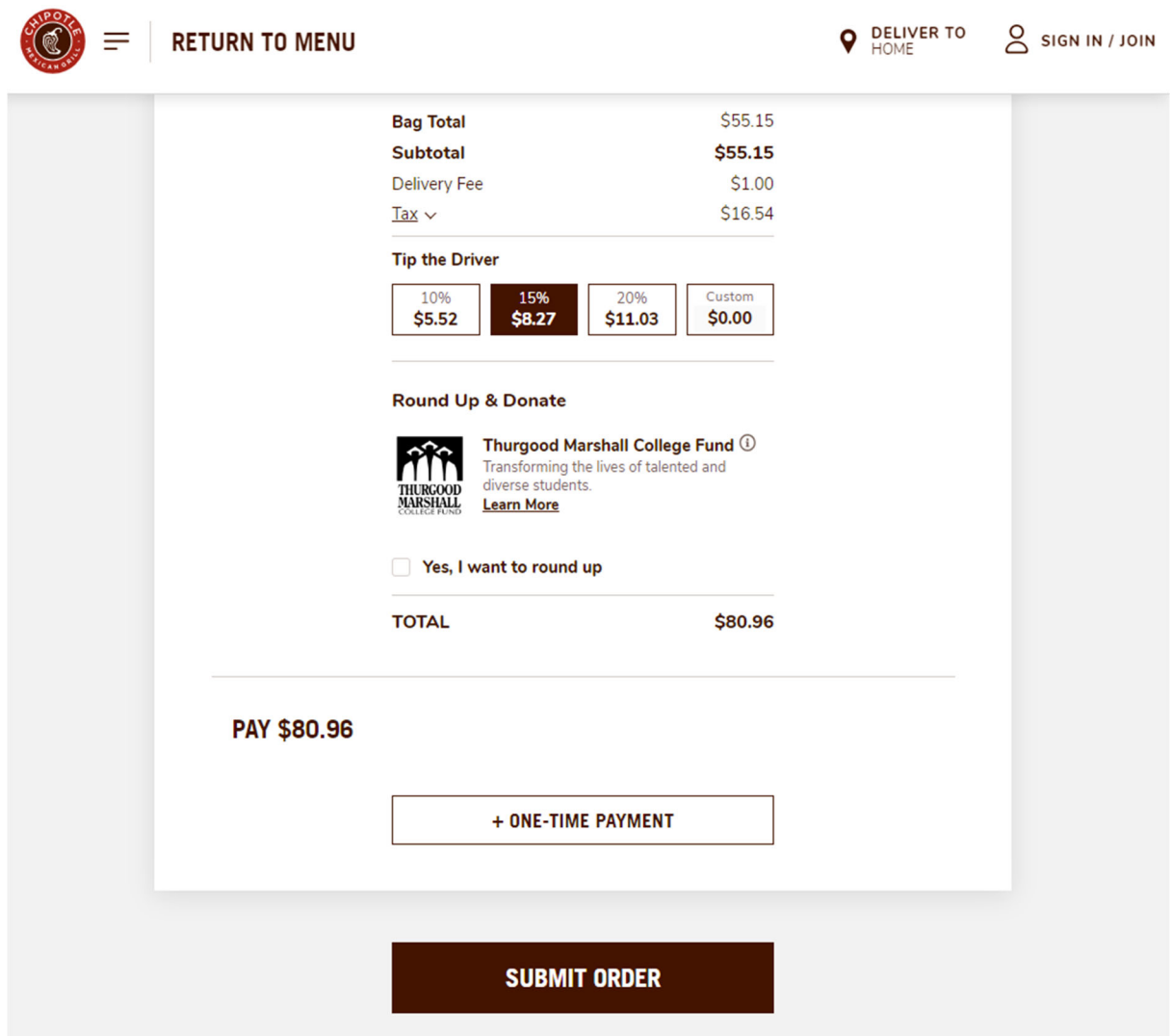


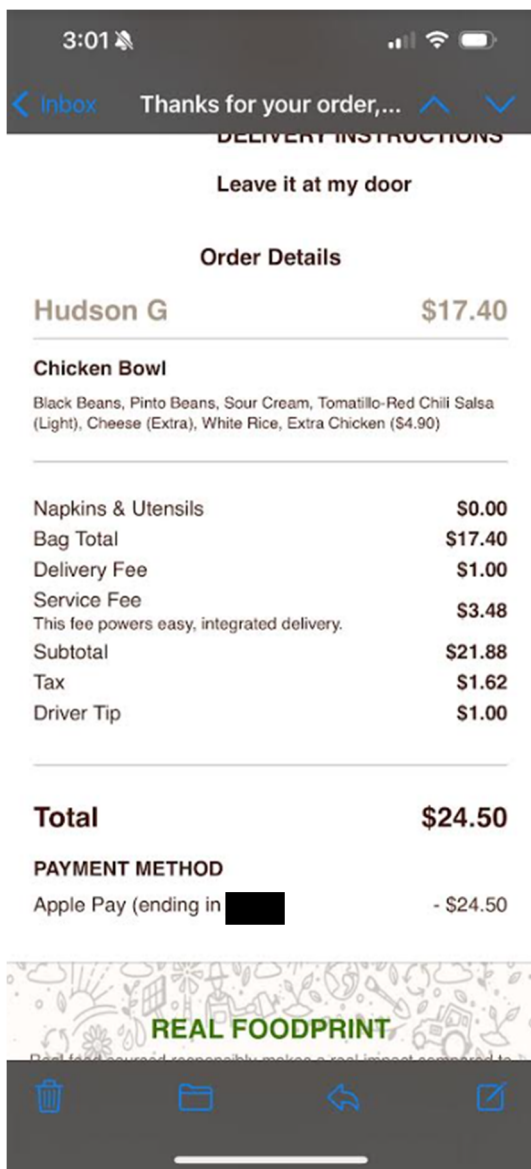
Figure 9

23. A person can click the “SUBMIT ORDER” button on this screen without ever having seen that the amount listed as a “Tax” is not truly a tax, but a bundling of tax and Chipotle’s hidden “Service Fee.”

24. The purchase flow process depicted above remains substantially the same regardless of whether a consumer purchases food for delivery via the Chipotle

1 website or the Chipotle smartphone app, and regardless of whether the consumer
 2 signs up for Chipotle’s reward’s program and logs in. Chipotle’s website and app
 3 always shows them a “Tax” figure on the Checkout and Payment screen which hides
 4 within it a 20% “Service Fee.”

5 25. Worse yet, this “Service Fee” is entirely duplicative of the \$1.00
 6 “Delivery Fee” Chipotle discloses to consumers prior to purchase. *After* a consumer
 7 completes the transaction and the money leaves her bank account, on the receipt,
 8 Chipotle discloses the hidden “Service Fee” “powers easy, integrated delivery.”



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Figure 10

1 33. **Numerosity.** Members of the Classes are so numerous that joinder of
2 all members would be unfeasible and not practicable. The exact number of Class
3 Members is unknown to Plaintiffs at this time; however, it is estimated that there are
4 millions of individuals in the Class. Class Members can be readily identified from
5 Chipotle’s payment records and rewards program records.

6 34. **Typicality.** Plaintiffs claims are typical of the claims of the Classes
7 because Plaintiffs, like all other members, visited Chipotle’s and/or app and paid
8 these hidden Service Fees.

9 35. **Adequacy.** Plaintiffs are prepared to take all necessary steps to
10 represent fairly and adequately the interests of the Classes. Plaintiffs’ interests are
11 coincident with, and not antagonistic to, those of the members of the Classes.
12 Plaintiffs are represented by attorneys with experience in the prosecution of class
13 action litigation generally and junk fee litigation specifically. Plaintiffs’ attorneys
14 are committed to vigorously prosecuting this action on behalf of the members of the
15 Classes.

16 36. **Common Questions of Law and Fact Predominate.** Questions of law
17 and fact common to the members of the Classes predominate over questions that may
18 affect only individual members of the Classes because Defendant has acted on
19 grounds generally applicable to the Classes. Such generally applicable conduct is
20 inherent in Defendant’s wrongful conduct. Questions of law and fact common to the
21 Classes include, but are not limited to, the following: whether Defendant’s conduct
22 was false and intentionally misleading, and whether Plaintiffs and the proposed Class
23 Members are entitled to damages, reasonable attorneys’ fees, pre-judgment interest
24 and costs of this suit.

25 37. **Superiority.** Class action treatment is a superior method for the fair
26 and efficient adjudication of the controversy. Such treatment will permit a large
27 number of similarly situated persons to prosecute their common claims in a single
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1 forum simultaneously, efficiently, and without the unnecessary duplication of
2 evidence, effort, or expense that numerous individual actions would engender. The
3 benefits of proceeding through the class mechanism, including providing injured
4 persons or entities a method for obtaining redress on claims that could not
5 practicably be pursued individually, substantially outweigh potential difficulties in
6 the management of this class action. Plaintiff knows of no special difficulty to be
7 encountered in litigating this action that would preclude its maintenance as a class
8 action.

9 **CLAIMS FOR RELIEF**

10 **COUNT I**

11 **Violation Of The California's Unfair Competition Law**
12 **Cal. Bus. & Prof. Code § 17200, *et seq.***

13 38. Plaintiff Gill incorporates by reference the preceding paragraphs as if
14 fully set forth herein.

15 39. Plaintiff Gill brings this claim individually and on behalf of the
16 Nationwide Class and California Subclass against Defendant.

17 40. On February 9, 2024, Plaintiff Hudson Gill purchased a single Chicken
18 Bowl with black and pinto beans, sour cream, light tomatillo-red chili salsa, extra
19 cheese, white rice and extra chicken for delivery using the Chipotle app. He paid
20 \$25.50 for this Bowl. On the app, Chipotle represented to him that there was \$5.10
21 in tax and a \$1.00 delivery fee. *After* Plaintiff Gill made his purchase, he discovered
22 he only paid \$1.62 in tax, and the remaining \$3.48 went to Chipotle's coffers as a
23 service fee. Had he known this hidden service fee went to Chipotle, instead of the
24 government, he would either have not made his purchase, or would have not been
25 willing to pay as much as he did for his purchase.

26 41. On March 3, 2024, Plaintiff Hudson Gill purchased a single Chicken
27 Bowl with black and pinto beans, sour cream, light tomatillo-red chili salsa, light
28 fresh tomato salsa, extra cheese, white rice and extra chicken for delivery using the

1 Chipotle app. He paid \$24.50 for this Bowl. On the app, Chipotle represented to him
2 that there was \$5.10 in tax and a \$1.00 delivery fee. *After* Plaintiff Gill made his
3 purchase, he discovered he only paid \$1.62 in tax, and the remaining \$3.48 went to
4 Chipotle’s coffers as a service fee. Had he known this hidden service fee went to
5 Chipotle, instead of the government, he would either have not made his purchase, or
6 would have not been willing to pay as much as he did for his purchase.

7 42. On June 6, 2024, Plaintiff Hudson Gill purchased a single Chicken
8 Bowl with black and pinto beans, sour cream, light tomatillo-red chili salsa, extra
9 cheese, white rice and extra chicken for delivery using the Chipotle app. He paid
10 \$25.73 for this Bowl. On the app, Chipotle represented to him that there was \$5.38
11 in tax and a \$1.00 delivery fee. *After* Plaintiff Gill made his purchase, he discovered
12 he in fact, only paid \$1.71 in tax, and the remaining \$3.67 he paid to Chipotle as a
13 service fee. Had he known this hidden service fee went to Chipotle, instead of the
14 government, he would either have not made his purchase, or would have not been
15 willing to pay as much as he did for his purchase.

16 43. California Business and Professions Code § 17200 prohibits “any
17 unlawful, unfair, or fraudulent business act or practice.” For the reasons discussed
18 above, Defendant has engaged in unlawful, unfair, and fraudulent business acts or
19 practices in violation of California Business & Professions Code § 17200.

20 44. By committing the acts and practices alleged herein, Defendant has
21 violated California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§
22 17200-17210 by engaging in unlawful, fraudulent, and unfair conduct.

23 45. Defendant has violated the UCL’s proscription against engaging in
24 **Unlawful Business Practices** as a result of its violations of California’s False
25 Advertising Law; and additional violations of common law.

26 46. As more fully described above, Defendant’s false and misleading
27 marketing and advertising of its Fees to deceive reasonable consumers. In addition,
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1 Defendant has committed unlawful business practices by, *inter alia*, making the false
2 representations and omissions of material facts, as set forth more fully herein, and
3 violating the common law.

4 47. Plaintiff and members of the Class and Subclass reserve the right to
5 allege other violations of law which constitute other unlawful business acts or
6 practices.

7 48. Defendant has also violated the UCL's proscription against engaging in
8 **Unfair Business Practices**. Defendant's acts, omissions, misrepresentations,
9 practices, and non-disclosures as alleged herein also constitute "unfair" business acts
10 and practices within the meaning of Business & Professions Code § 17200 *et seq.* in
11 that its conduct is substantially injurious to consumers, offends public policy, and is
12 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct
13 outweighs any alleged benefits attributable to such conduct.

14 49. There were reasonably available alternatives to further Defendant's
15 legitimate business interests, other than the conduct described herein as noted above.

16 50. Defendant has further violated the UCL's proscription against engaging
17 in **Fraudulent Business Practices**. Defendant's claims, nondisclosures, and
18 misleading statements with respect to Service Fees, as more fully set forth above,
19 were false, misleading, and/or likely to deceive the consuming public within the
20 meaning of Business & Professions Code § 17200.

21 51. Plaintiff and members of the Class and Subclass suffered a substantial
22 injury by paying those Service Fees. Plaintiffs paid more for their food than they
23 otherwise would have had they known that such hidden Service Fees were not
24 lawfully required taxes.

25 52. There is no benefit to consumers or competition from deceptively
26 marketing, and omitting material facts about, the price of the tickets when the
27 Estimated Fees Filter is turned on.
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1 53. Plaintiff and the members of the Class and Subclass had no way of
2 reasonably knowing that the tickets they purchased were not as marketed or
3 advertised. Thus, they could not have reasonably avoided the injury each of them
4 suffered.

5 54. The gravity of the consequences of Defendant's conduct as described
6 outweighs any justification, motive, or reason therefore, particularly considering the
7 available legal alternatives that exist in the marketplace, and such conduct is
8 immoral, unethical, unscrupulous, offends established public policy, or is
9 substantially injurious to Plaintiff and the Class and Subclass members.

10 55. Pursuant to California Business and Professions Code § 17203, Plaintiff
11 and the members of the Nationwide Class and California Subclass seek an order of
12 this Court that includes, but is not limited to, an order requiring Defendant to (a)
13 provide restitution to Plaintiff and the members of the Class and Subclass; (b)
14 disgorge all revenues obtained as a result of violations of the UCL; and (c) pay
15 Plaintiff's attorneys' fees and costs.

16 **COUNT II**
17 **Violation Of The California False Advertising Law**
18 **Cal. Bus. & Prof. § 17500, et seq.**

19 56. Plaintiff Gill realleges and reincorporates by reference all paragraphs
20 alleged above.

21 57. Plaintiff brings this claim individually and on behalf of the Nationwide
22 Class and California Subclass against Defendant.

23 58. Defendant's acts and practices, as described herein, have deceived
24 and/or are likely to continue to deceive members of the Class and Subclass and the
25 public. As described above, and throughout this Complaint, Defendant falsely
26 represented Taxes as being higher than were, hid its Service Fees, and
27 misrepresented the true costs of food deliveries.
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1 59. By its actions, Defendant disseminated uniform advertising regarding its
2 food delivery costs across the United States and the State of California. The
3 advertising was, by its very nature, unfair, deceptive, untrue, and misleading within
4 the meaning of Cal. Bus. & Prof. Code § 17500, *et seq.* Such advertisements were
5 intended to and likely did deceive the consuming public for the reasons detailed
6 herein.

7 60. The above-described false, misleading, and deceptive advertising
8 Defendant disseminated continues to have a likelihood to deceive.

9 61. Defendant continues to make the same misrepresentations complained
10 of in this complaint.

11 62. In making and disseminating these statements, Defendant knew, or
12 should have known, its advertisements were untrue and misleading in violation of
13 California law. Plaintiff and other members of the Class and Subclass based their
14 purchasing decisions on Defendant's omitted material facts. The revenue
15 attributable to the service fees charged in those false and misleading advertisements
16 likely amounts to tens of millions of dollars. Plaintiff and members of the Class and
17 Subclass were injured in fact and lost money and property as a result.

18 63. The misrepresentations and non-disclosures by Defendant of the
19 material facts described and detailed herein constitute false and misleading
20 advertising and, therefore, constitute a violation of Cal. Bus. & Prof. Code § 17500,
21 *et seq.*

22 64. As a result of Defendant's wrongful conduct, Plaintiff and members of
23 the Class and Subclass lost money in an amount to be proven at trial. Plaintiff and
24 members of the Class and Subclass are therefore entitled to restitution as appropriate
25 for this cause of action.

26 65. Plaintiff and members of the Nationwide Class and California Subclass
27 seek all monetary and non-monetary relief allowed by law, including restitution of
28

1 all profits stemming from Defendant’s unfair, unlawful, and fraudulent business
2 practices; declaratory relief; reasonable attorneys’ fees and costs under California
3 Code of Civil Procedure § 1021.5; and other appropriate equitable relief.

4 **COUNT III**
5 **Violation Of The New York General Business Law § 349**

6 66. Plaintiff Awad realleges and reincorporates by reference all paragraphs
7 alleged above.

8 67. Plaintiff Awad brings this claim individually and on behalf of the New
9 York Subclass.

10 68. On March 10, 2022, Plaintiff Clair Awad purchased a Sofritas Bowl
11 with white rice, fresh tomato salsa, extra sour cream, guacamole, extra fajita veggies,
12 romaine lettuce, roasted chili-corn salsa, and black beans, and a Mexican Coca-Cola
13 for her herself. For her friends, she also purchased a Chicken Bowl with black beans
14 guacamole, roasted chili-corn salsa, sour cream, cheese, fajita veggies, romaine
15 letter, tomatillo-green chili salsa and white rice, a bottled water, a Pollo Asado Taco
16 with and pinto beans, sour cream, light tomatillo-red chili salsa, extra cheese, white
17 rice and extra chicken, a Chicken Bowl with brown rice, romaine lettuce, fresh
18 tomato salsa, cheese, and sour cream, both a large and a small side of chips and
19 guacamole, a Chicken Bowl with fajita veggies, cheese, sour cream, tomatillo-red
20 chili salsa, roasted chili-corn salsa, and romaine lettuce, and a Veggie Bowl with
21 black beans, guacamole, and white rice. She ordered all these food items on the
22 Chipotle App for delivery to an apartment in Manhattan, New York City, New York.
23 She paid \$135.45 for this order. On the app, Chipotle represented to her that there
24 was \$19.79 in tax and a \$1.00 delivery fee. *After* Plaintiff Awad made her purchase,
25 she discovered she only paid \$9.82 in tax, and the remaining \$9.97 went to
26 Chipotle’s coffers as a service fee. Had she known this hidden service fee went to
27 Chipotle, instead of the government, she would either have not made her purchase,
28 or would have not been willing to pay as much as she did for her purchase.

1 69. New York’s General Business Law § 349 prohibits deceptive acts or
2 practices in the conduct of any business, trade, or commerce.

3 70. Defendant committed deceptive acts and practices by misleadingly and
4 deceptively obscuring the itemization of its Service Fee and the added costs of food
5 deliveries.

6 71. Defendant committed deceptive acts and practices by misleadingly and
7 deceptively hiding its “Service Fee” under the label “Tax.” Accordingly, Plaintiffs
8 and members of the Class and Subclass were misled into believing that the extra
9 charges added to the ticket price were representative of governmentally imposed
10 taxes and fees, when in actuality, a “Service Fee” was charged.

11 72. Defendant’s deceptive acts and practices were directed at consumers.

12 73. Defendant’s deceptive acts and practices are misleading in a material
13 way because they deliberately make the itemization of extra charges harder to find,
14 and fundamentally misrepresent the nature of the additional costs imposed by
15 Defendant on food delivery purchasers. Consumers are more likely to pay artificially
16 high taxes if they believe it would go towards public schools, roads, and the like,
17 instead of Chipotle’s coffers.

18 74. As a direct and proximate result of Defendant’s false, misleading, and
19 deceptive representations, Plaintiff Awad and members of the New York Subclass
20 were injured in that they would not have purchased the tickets, or would have paid
21 substantially less for them, but for Defendant’s obfuscation of the extra charges in an
22 inconspicuous dropdown menu and its false and misleading representations that the
23 extra charges included both fees and taxes.

24 75. On behalf of herself and the New York Subclass, Plaintiff Awad seeks
25 to recover their actual damages or fifty dollars per violation, whichever is greater,
26 three times actual damages, and reasonable attorneys’ fees.

COUNT IV
Quasi-Contract

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2 76. Plaintiffs reallege and reincorporate by reference all paragraphs alleged
3 above.

4 77. Plaintiffs bring this claim individually and on behalf of the Nationwide
5 Class and state Subclasses.

6 78. As alleged in detail above, Defendant’s false and misleading advertising
7 caused Plaintiffs and the Classes to pay Chipotle more than they believed they were
8 paying them.

9 79. Chipotle accepted and retained this extra money in the form of hidden
10 “Service Fees”.

11 80. Plaintiffs expected to receive something in return in exchange for this
12 money that they believed was going to the government, such as better public schools,
13 better roads, better policing, Medicare, Medicaid, or a stronger military, just to name
14 a few. This is part of the social contract all citizens enter into with the government.
15 Plaintiffs never received any of those public services, because this money never went
16 to the government. Instead, it went to Chipotle, and Chipotle provides no public
17 services.

18 81. Defendant was unjustly enriched by this conduct

19 82. Plaintiffs bring this claim for restitution in the alternative, in the event
20 they have no other adequate remedy at law.

COUNT V
Unjust Enrichment

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23 83. Plaintiffs reallege and reincorporates by reference all paragraphs alleged
24 above.

25 84. Plaintiffs bring this claim individually and on behalf of the Nationwide
26 Class and state Subclasses.

1 85. To the extent required by law, this cause of action is alleged in the
2 alternative to legal claims, as permitted under Fed. R. Civ. P. 8.

3 86. Plaintiffs and members of the Class and Subclasses conferred benefits
4 on Defendant by purchasing the tickets.

5 87. Defendant was unjustly enriched in retaining the revenues derived from
6 Plaintiff and members of the Class and Subclasses' payment of Service Fees.
7 Retention of those monies under these circumstances is unjust and inequitable
8 because Defendant failed to disclose that there were hidden fees at the end of the
9 checkout process. Those omissions caused injuries to Plaintiffs and members of the
10 Class and Subclasses because they would not have purchased the food for delivery if
11 the true facts were known.

12 88. Because Defendant's retention of the non-gratuitous benefits conferred
13 on them by Plaintiffs and members of the Class and Subclasses are unjust and
14 inequitable, Defendant has been unjustly enriched in an amount to be determined at
15 trial.

16 **COUNT VI**
17 **Fraud**

18 89. Plaintiffs reallege and reincorporate by reference all paragraphs alleged
19 above.

20 90. Plaintiffs bring this claim individually and on behalf of the Class and
21 Subclasses.

22 91. At the time Plaintiffs and members of the Class and Subclasses
23 purchased their food for delivery tickets, Defendant did not disclose, but instead
24 concealed its Service Fee and affirmatively misrepresented its Service Fee to be a
25 Tax.

26 92. Defendant also knew that its making fraudulent omissions and
27 misrepresentations because it in the drop-down menu, it listed its Service Fee as
28 separate and apart from Tax.

1 93. Defendant also knew that the Service Fee it charged was material, and
2 that a reasonable consumer would rely upon Defendant’s omissions and
3 misrepresentations in making purchasing decisions.

4 94. Plaintiffs and members of the Class and Subclasses did not know—nor
5 could they have known through reasonable diligence—that Defendant charged a
6 Service Fee in lieu of a Tax.

7 95. Plaintiffs and members of the Class and Subclass would have been
8 reasonable in relying on Defendant’s misrepresentations in making their purchasing
9 decisions.

10 96. Plaintiffs and members of the Class and Subclass had a right to reply
11 upon Defendant’s representations.

12 97. Plaintiffs and members of the Class and Subclass sustained damages
13 because of their reliance on Defendant’s and misrepresentations, thus causing
14 Plaintiffs and members of the Class and Subclass to sustain actual losses and
15 damages in a sum to be determined at trial, including punitive damages.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs, individually and on behalf of all others similarly
18 situated, seek judgment against Defendant, as follows:

- 19 (a) For an order certifying the putative Class and Subclasses,
20 naming Plaintiff as the representative of the putative
21 Class, and naming Plaintiff’s attorneys as Class Counsel
 to represent the putative Class Members;
- 22 (b) For an order declaring that the Defendant’s conduct
23 violates the statutes referenced herein;
- 24 (c) For an order finding in favor of Plaintiffs and the putative
25 Class and Subclasses on all counts asserted herein;
- 26 (d) For actual and/or statutory damages in amounts to be
27 determined by the Court and/or jury;
- 28 (e) For prejudgment interest on all amounts awarded; and

1 (f) For an order awarding Plaintiff and the putative Class
2 their reasonable attorneys' fees and expenses and costs of
3 suit.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiffs, on behalf of themselves and the proposed Class, demand a trial by
6 jury for all of the claims asserted in this Complaint so triable.

7 Dated: July 31, 2024

Respectfully submitted,

8 **BURSOR & FISHER, P.A.**

9 By: /s/ L. Timothy Fisher
10 L. Timothy Fisher

11 L. Timothy Fisher (State Bar No. 191626)
12 Stefan Bogdanovich (State Bar No. 324525)
13 1990 North California Blvd., 9th Floor
14 Walnut Creek, CA 94596
15 Telephone: (925) 300-4455
16 Facsimile: (925) 407-2700
17 E-mail: ltfisher@bursor.com
18 sbogdanovich@bursor.com

19 Philip L. Fraietta (State Bar No. 354768)
20 1330 Avenue of the Americas, 32nd Floor
21 New York, NY 10019
22 Telephone: (646) 837-7150
23 Facsimile: (212) 989-9163
24 E-Mail: pfraietta@bursor.com

25 *Attorneys for Plaintiffs*

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