

1 COOLEY LLP
KATHLEEN R. HARTNETT (314267)
2 (khartnett@cooley.com)
JOHN H. HEMANN (165823)
3 (jhemann@cooley.com)
KRISTINE A. FORDERER (278745)
4 (kforderer@cooley.com)
3 Embarcadero Center, 20th Floor
5 San Francisco, California 94111-4004
Telephone: +1 415 693 2000
6 Facsimile: +1 415 693 2222

7 TIMOTHY W. COOK (*pro hac vice forthcoming*)
(tcook@cooley.com)
8 500 Boylston Street, 14th Floor
Boston, Massachusetts 02116-3736
9 Telephone: +1 617 937 2300
Facsimile: +1 617 937 2400

10 *Attorneys for Plaintiff*
11 *Uber Technologies, Inc.*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 CGC-25-622395
14 COUNTY OF SAN FRANCISCO
15 UNLIMITED JURISDICTION

16 Uber Technologies, Inc.,

17 Plaintiff,

18 v.

19 DoorDash, Inc.,

20 Defendant.

Case No.

COMPLAINT FOR:

- 21 1. **TORTIOUS INTERFERENCE WITH**
- 22 **CONTRACT**
- 23 2. **TORTIOUS INTERFERENCE WITH**
- 24 **PROSPECTIVE ECONOMIC ADVANTAGE**
- 25 3. **VIOLATIONS OF BUS. & PROF. CODE,**
- 26 **§ 17200 ET SEQ.**
- 27 4. **VIOLATIONS OF BUS. & PROF. CODE,**
- 28 **§ 16600 ET SEQ.**
5. **NON-RESTITUTIONARY DISGORGEMENT**
- BASED ON UNJUST ENRICHMENT/QUASI-**
- CONTRACT**
6. **DECLARATORY RELIEF**
- DEMAND FOR JURY TRIAL**

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

02/14/2025
Clerk of the Court
BY: SAHAR ENAYATI
Deputy Clerk

1 Plaintiff Uber Technologies, Inc. (“Uber” or “Plaintiff”) brings this action against
2 Defendant DoorDash, Inc. (“DoorDash” or “Defendant”) and alleges as follows:

3 **NATURE OF THE ACTION**

4 1. DoorDash, the leading provider of restaurant delivery services in the United States,
5 devised and is engaged in an unlawful scheme to stifle competition with Uber Eats, its closest rival.
6 To do this, DoorDash leverages restaurants’ critical dependence on the DoorDash App for revenue
7 to force these restaurants to work *only* with DoorDash, and not Uber Eats, in a separate business:
8 first-party delivery, *i.e.*, behind-the-scenes delivery for restaurants’ branded apps and websites.
9 DoorDash’s tactics include threatening multimillion-dollar penalties and/or to remove or demote
10 restaurants’ positions on the DoorDash App unless the restaurants agree to exclusive or near-
11 exclusive use of DoorDash for behind-the-scenes first-party restaurant delivery. Restaurants
12 simply cannot afford to stand up to DoorDash, and find themselves powerless to choose the service
13 or services that are best for their businesses in the market for first-party delivery. Competition
14 among multiple delivery platforms is important for many restaurants to ensure their customers have
15 the best experience when ordering directly from restaurants and thus interacting directly with the
16 restaurant’s brand. This harms restaurants, end-customers who use delivery services, and
17 competitors in the delivery market. It is antithetical to California’s strong laws and public policy
18 favoring free and fair competition. DoorDash’s underhanded tactics have cost Uber millions of
19 dollars in revenue and unlawfully restricted its ability to grow Uber Direct, the Uber Eats platform
20 for first-party delivery. Uber Direct has market-leading technology and an exceptional product that
21 allows it to provide better service and healthy competition to meet a growing demand for delivery
22 services. Fair competition serves the core interests of restaurants by ensuring the best experience
23 for their customers who order through restaurants’ own apps and websites. Uber brings this action
24 to stop DoorDash from abusing its power to strong-arm restaurants and destroy competition.

25 2. Over the last decade, consumer demand for food delivery has increased
26 significantly, and so has the market to provide and facilitate that delivery. Technology platforms
27 like Uber Eats and DoorDash facilitate both: (1) “First-Party Delivery” in which end-customers
28 place orders directly on a restaurant’s own app or website and the restaurant then contracts with a

1 platform that arranges delivery, and (2) “Third-Party Delivery” in which end-customers go to a
2 platform’s app or website, like Uber Eats or DoorDash, and choose from a variety of restaurants,
3 with delivery arranged by the platform. DoorDash and Uber each offer products for First-Party and
4 Third-Party Delivery. DoorDash currently is the leading player for both in the United States. Many
5 restaurants have a need for both First-Party Delivery services and Third-Party Delivery services.

6 3. Uber’s Third-Party Delivery product is the Uber Eats marketplace app and website.
7 Uber also owns the Postmates app, another Third-Party Delivery product. Uber Eats’ First-Party
8 Delivery product is called “Uber Direct.”

9 4. DoorDash provides Third-Party Delivery services to end-customers through the
10 DoorDash app and website and other DoorDash-owned platforms, such as Caviar (collectively, the
11 “DoorDash App”). DoorDash currently is the largest player in the United States for Third-Party
12 Delivery services, responsible for over 50% of all Third-Party deliveries in the United States.

13 5. DoorDash is also the largest player in First-Party Delivery, where DoorDash
14 maintains a First-Party Delivery service called “Drive On-Demand.” DoorDash self-reports that it
15 controls First-Party deliveries for over 90% of the largest “enterprise” restaurants (large or multi-
16 brand, high-volume restaurants) on an exclusive or preferred basis through Drive On-Demand.
17 DoorDash uses its leading position in the Third-Party Delivery space to lock restaurants into First-
18 Party Delivery agreements on either an “exclusive” basis—meaning Drive On-Demand must be
19 the sole First-Party Delivery provider—or a “preferred” basis—meaning Drive On-Demand gets
20 first access to orders, and other delivery-solution providers like Uber Direct receive orders only if
21 Drive On-Demand does not accept them, even if these other providers could deliver more quickly
22 and/or at a lower price. Rather than fairly competing with Uber, DoorDash is illegally using
23 multiple levers to force restaurants to acquiesce to DoorDash’s exclusive or preferred-status
24 demands.

25 6. Many restaurants prefer having multiple First-Party Delivery providers competing
26 for each order on the basis of speed and price. For restaurants, there are significant benefits to
27 using multiple providers for First-Party Delivery (regularly referred to as “co-preferred”
28 arrangements), rather than being forced to use a “preferred” or exclusive provider. When there are

1 co-preferred arrangements with two or more providers, the providers can compete for each delivery
2 (often through an automated auction process), and typically the provider with the fastest delivery
3 time, or best balance of reliability and cost, wins, benefitting both the end-customer and the
4 restaurant. Delivery service providers like DoorDash and Uber also have varying strengths in
5 different geographical regions, making it beneficial for restaurants with numerous locations to work
6 with more than one provider. Because the end-customer is requesting delivery directly from the
7 restaurant on a restaurant-branded app or website, restaurants want providers to compete on an
8 order-by-order basis or want the ability to give preference to different partners by geography in
9 order to ensure that orders are fulfilled quickly and reliably. The speed of the delivery in the First-
10 Party Delivery arrangement reflects directly on the restaurant itself and impacts customer
11 satisfaction.

12 7. Uber understands that restaurants often find benefit in a co-preferred provider model
13 and thus Uber is willing to partner with restaurants on a co-preferred basis. DoorDash, on the other
14 hand, seeks to preclude restaurants from benefitting from co-preferred arrangements, even where
15 DoorDash is one of the providers. Per DoorDash's scheme, restaurants that work with DoorDash
16 for Third-Party Delivery but also have a need for First-Party Delivery services must only use
17 DoorDash for those First-Party Delivery services. As a result, DoorDash has intentionally and
18 unfairly interfered with dozens of Uber's contracts and business opportunities in the First-Party
19 Delivery space to the detriment of Uber, restaurants, and consumers.

20 8. DoorDash's scheme to interfere with Uber Direct is simple: if DoorDash learns that
21 a restaurant on the DoorDash App uses or is planning to use Uber Direct for First-Party Delivery,
22 DoorDash threatens to penalize that restaurant on the DoorDash App. Moreover, DoorDash will
23 refuse to provide First Party Delivery services on a co-preferred basis. DoorDash's threatened
24 penalties range from raising the restaurant's fees on the DoorDash App (costing the restaurants, in
25 some cases, tens of millions of dollars) to demoting the restaurant's position in search results on
26 the DoorDash App to removing (or threatening to remove) the restaurant or some of the restaurant's
27 locations from the DoorDash App altogether. Because many enterprise restaurants receive a large
28 percentage of their Third-Party Delivery orders from the DoorDash App and must pay fees to

1 DoorDash on those orders, restaurants have no choice but to cave to DoorDash’s demands.
2 Restaurants simply cannot afford to be severely penalized or excluded from the DoorDash App,
3 even though succumbing is against their interests regarding First-Party Delivery.

4 9. This abusive, unlawful conduct has caused multiple restaurant-customers to cancel
5 existing arrangements with Uber for First-Party Delivery or decline to renew or enter into
6 arrangements with Uber for First-Party Delivery, and instead engage in a preferred First-Party
7 Delivery relationship with DoorDash. Uber’s restaurant-customers have reported feeling like they
8 have a “gun to their head,” that DoorDash is a “monopolist,” and that they are being bullied by
9 DoorDash. But most restaurants have no meaningful option to resist DoorDash, given the power it
10 wields through the DoorDash App in Third-Party Delivery.

11 10. For example, in 2024, a significant restaurant company abruptly notified Uber that
12 it would not move forward with a long-planned rollout of Uber Direct across several of its restaurant
13 brands, despite a successful pilot program and launch of Uber Direct as a First-Party Delivery
14 provider for one of the brands in the customer’s portfolio. This decision resulted directly from
15 DoorDash’s punitive threats to increase its commission rates on the DoorDash App for Third-Party
16 Delivery services if the restaurant continued to use Uber Direct. In the face of this coercion, and
17 even though the restaurant was very happy with Uber Direct, the restaurant succumbed to
18 DoorDash and entered into an exclusive or preferred agreement for DoorDash Drive On-Demand.

19 11. This incident was not a one-off event. Uber is aware of many high-volume, large-
20 brand restaurant-customers that have canceled contracts with Uber and transferred all their First-
21 Party Delivery business to DoorDash due to threatened penalties in the Third-Party Delivery space.
22 Similarly, Uber has engaged with multiple restaurant-customers that were poised to sign
23 agreements for Uber Direct, only to abandon negotiations at the finish line because of DoorDash’s
24 coercive pressure.

25 12. Uber has been harmed and has lost millions of dollars in terminated and potential
26 revenue streams and profit because of DoorDash’s abusive tactics.

27 13. DoorDash’s unlawful conduct harms not only Uber, but also restaurants and end-
28 customers alike. Absent competition for First-Party Delivery services, DoorDash is free to charge

1 restaurants higher rates and provide lower-quality service. Moreover, DoorDash can manipulate
2 delivery times on First-Party Delivery orders where it has exclusive or preferred arrangements to
3 drive more business to its Third-Party Delivery app, where it generates higher margins. End-
4 customers would ultimately pay the price for this in the form of passed-on fees as well as longer
5 wait times for First-Party Delivery services.

6 **THE PARTIES**

7 14. Uber is a public corporation organized under the laws of the State of Delaware, with
8 its principal place of business at 1725 Third Street, San Francisco, California 94158.

9 15. DoorDash is a public corporation organized under the laws of the State of Delaware,
10 with its principal place of business at 303 Second Street, South Tower, Ste 800, San Francisco,
11 California 94107.

12 **JURISDICTION AND VENUE**

13 16. Jurisdiction is proper in this Court because it has general subject matter jurisdiction
14 and no statutory exceptions to jurisdiction exist.

15 17. This Court has personal jurisdiction over Defendant DoorDash because DoorDash
16 is domiciled in California.

17 18. Venue is proper in this Court pursuant to Code of Civil Procedure Section 395
18 because DoorDash's principal place of business is in the County of San Francisco.

19 **FACTUAL ALLEGATIONS**

20 **Growth of the Delivery Landscape**

21 19. The landscape of meal and convenience delivery in the United States, and elsewhere
22 in the world, has changed rapidly over the past decade—and even more rapidly since the COVID-
23 19 pandemic saw shoppers and diners further preferring to eat at home.

24 20. Today, an increasingly large number of restaurants offer online ordering and
25 delivery for everything from pizza to Pad Thai, either directly through a restaurant-branded app, or
26 through a marketplace app, like Uber Eats or DoorDash.

27 21. As consumer sentiment has shifted to an increased desire for online ordering and
28 delivery of food, restaurants have invested in their own apps and websites to meet consumer

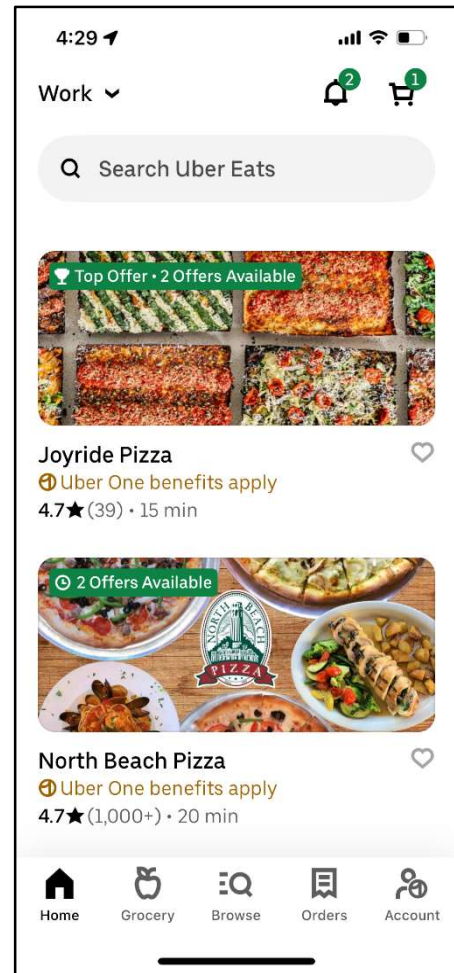
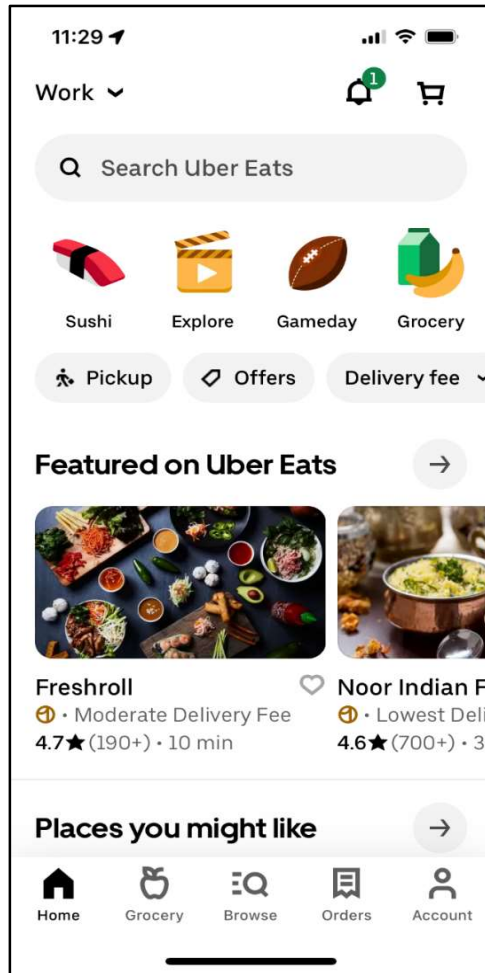
1 demand. Consumers who order directly from restaurant-owned apps and websites associate their
2 delivery experience with the restaurant brand from which they placed their order, even though the
3 delivery is often actually facilitated on the back end by platforms like Uber or DoorDash.
4 Restaurants are thus acutely aware of the importance of a positive consumer experience and hope
5 it leads to repeat business and improved brand loyalty between the consumer and restaurant. Many
6 restaurants prefer using multiple providers to fill their First-Party Delivery orders, or to diversify
7 their delivery providers as between Third-Party Delivery and First-Party Delivery, because provider
8 competition results in lower fees charged to the restaurant (which are typically passed on to the
9 end-customer), higher rates of delivery fulfillment, and faster delivery times.

10 22. Typical First-Party Delivery providers can operate as “exclusive,” “preferred,” or
11 “co-preferred” providers for restaurants. In an exclusive agreement, a restaurant is required to send
12 all orders to a single, exclusive delivery provider, absent rare exceptions. In a preferred
13 arrangement, a single, preferred provider has an automated right of first refusal for all delivery
14 requests made by the restaurant, and alternative delivery providers serve as back-up providers if
15 the preferred provider is unable to facilitate a delivery. In a co-preferred arrangement, each
16 individual order is subject to an automated, nearly instantaneous auction among multiple providers
17 for the delivery request, and the co-preferred provider that best satisfies restaurant-selected, pre-
18 determined factors, like shortest delivery time, “wins” the delivery. Whichever process is used, the
19 provider selection occurs in a matter of seconds using software. In other situations, restaurant
20 companies with a national footprint may choose to have a co-preferred arrangement in which they
21 work with a different platform based on which is the best partner for them in a given set of
22 geographies (instead of having to choose one exclusive partner nationally).

23 23. Third-Party Delivery services are platforms like Uber Eats, the DoorDash App, the
24 Grubhub App, and others where end-customers can browse offerings from a large number of
25 restaurants, search by category or other factors, and obtain food or other items from those
26 restaurants via the platform. With Third-Party Delivery, the end-customer places the order through
27 the platform (*e.g.*, Uber Eats), and the platform then arranges the delivery by an independent
28 courier.

1 **Uber Eats and Uber Direct**

2 24. Uber launched Uber Eats in 2014. Through the Uber Eats app and website,
3 customers can search for and obtain food or other items from particular restaurants or they can
4 choose to browse by cuisine, item, or other category—as depicted below:



21 25. In 2020, Uber launched a white-label First-Party Delivery service called Uber
22 Direct.

23 26. Through Uber Direct, businesses that accept orders through their own website or
24 app can integrate with the Uber Direct product to arrange delivery by independent couriers,
25 including same-day and scheduled deliveries. Uber Direct allows end-customers to see real-time
26 updates and live location tracking for their food or items. On information and belief, Uber Direct's
27 prices per delivery are typically lower than competitors, like DoorDash.

1 **DoorDash and DoorDash Drive On-Demand**

2 27. DoorDash was launched in 2013. In 2019, DoorDash surpassed competitors to
3 become the largest food delivery provider in the United States.¹

4 28. Today, DoorDash offers both Third-Party Delivery services, through the DoorDash
5 App, and First-Party Delivery services through “Drive On-Demand.”

6 29. DoorDash, via the DoorDash App is currently the leading provider of Third-Party
7 Delivery services in the United States, responsible for over 50% of all Third-Party Deliveries in the
8 United States. Given that “food delivery through a third-party app like DoorDash” is the “#1
9 preferred way to order food delivery” for consumers in the United States, and that 86% of diners in
10 the United States order food through a Third-Party Delivery service at least twice a month,² the
11 DoorDash App is important to restaurants’ ability to reach end-customers. Indeed, DoorDash itself
12 touts that “65% of customers say they tried a restaurant that they wouldn’t have otherwise because
13 it was listed on DoorDash.”³

14 30. DoorDash is the leading provider of First-Party Delivery services in the United
15 States, including for lucrative high-volume, large-brand restaurants. At a recent “Food on Demand”
16 conference in Las Vegas on May 9, 2024, DoorDash announced that its First-Party Delivery
17 service, Drive On-Demand, has deals with 93 of the top 100 restaurant brands in the United States.
18 This includes brands like Burger King and Papa Johns.

19 **DoorDash’s Coercive Interference Playbook**

20 31. The rapid growth of DoorDash Drive On-Demand and its continued ability to, for
21 example, tout exclusive or preferred deals with 93 of the top 100 brands, is not the result of fair
22 competition. Rather, DoorDash is abusing the prominence of the Third-Party Delivery DoorDash
23 App to coerce restaurants into using DoorDash as their exclusive or sole preferred provider for
24 First-Party Delivery services. DoorDash bullies restaurants into using DoorDash Drive On-
25 Demand as their exclusive or preferred provider, to the exclusion of others, by making threats

26 _____
27 ¹<https://www.cnbc.com/2020/01/17/doordash-took-the-lead-in-the-food-delivery-wars-in-2019.html>

28 ² <https://get.doordash.com/en-us/blog/food-delivery-statistics>

³ <https://about.doordash.com/en-us/news/understanding-merchant-fees>

1 related to the restaurant's access to the Third-Party Delivery DoorDash App if they do not do so.

2 32. Specifically, if DoorDash learns that a restaurant is (or is considering) using Uber
3 Direct as a preferred or co-preferred provider for First-Party Delivery services, DoorDash refuses
4 to serve on a co-preferred basis and does one or more of the following: (1) threatens to impose
5 punitive charges on restaurants (e.g., fees that are 10%, 20%, or even 30% or higher) for their orders
6 on the DoorDash App, (2) threatens to or implies that it will demote restaurants in the DoorDash
7 App algorithm (so that their brands are less visible in search results), (3) threatens to exclude
8 restaurants in whole or in part from the DoorDash App, or (4) threatens to exclude them from
9 promotions, marketing campaigns, and other enhancements that DoorDash offers.

10 33. As described above, given the importance of the DoorDash App to restaurants'
11 overall delivery sales, many restaurants cannot afford to challenge these tactics, even when they
12 prefer to use a competitor with a better price or higher quality for First-Party Delivery, including
13 when they want to use multiple co-preferred providers. For high-volume, large-brand restaurants
14 that have a large number of restaurants or store locations, the pressure to avoid exorbitant rates
15 across multiple businesses or, worse, exclusion from the DoorDash App entirely is even greater
16 because they could lose DoorDash's Third-Party Delivery services across part of or all of their
17 entire brand or portfolio of brands.

18 **Uber Has Lost Business Opportunities Due to DoorDash's Interference**

19 34. Uber is aware of many examples of DoorDash's outrageous conduct, including but
20 not limited to the examples described below.

21 35. In April 2023, Uber contracted with a restaurant, "Customer A," the parent company
22 of multiple regional restaurant chains, to provide First-Party Delivery services to the company's
23 brands through Uber Direct. This contract was hugely successful for Customer A, saving it an
24 estimated \$1 million per year on delivery services compared to the rates offered by DoorDash Drive
25 On-Demand. Separately, during its engagement with Uber, Customer A continued to list its
26 restaurants on the DoorDash App and Uber Eats, where it received Third-Party Delivery orders. In
27 other words, Customer A was freely able to select the product and partner that worked best for it in
28 First-Party Delivery and Third-Party Delivery, respectively. Then, in June 2023, DoorDash

1 threatened to terminate its contract with Customer A for Third-Party Delivery services and remove
2 all of Customer A’s brands from the DoorDash App if the Customer did not cease using Uber Direct
3 for First-Party Delivery. Faced with the potentially catastrophic loss of sales from the DoorDash
4 App, which has the largest network of end-customers and already has the leading position in Third-
5 Party Delivery, Customer A was forced to, and did, terminate its Uber Direct contract.

6 36. In 2023, another restaurant with over 1,000 bakery storefronts across the United
7 States, “Customer B,” signed an agreement with Uber to launch Uber Direct First-Party Delivery
8 services, on a co-preferred basis. However, after months of pressure from DoorDash and threats
9 that it would drop Customer B from the DoorDash App if Customer B launched with Uber Direct,
10 Customer B reversed course and agreed to a preferred contract with DoorDash for First-Party
11 Delivery services. Although Uber Direct offered advantages over Drive On-Demand, Customer B
12 was unwilling to suffer exclusion from the DoorDash platform.

13 37. In 2023, a large American Tex-Mex chain, “Customer C,” expressed interest in
14 switching from DoorDash Drive On-Demand to Uber Direct for First-Party Delivery services. Uber
15 and Customer C then engaged in advanced contract negotiations to bring an Uber Direct partnership
16 to fruition. But upon learning of Customer C’s interest in partnering with Uber, DoorDash
17 threatened to increase its commission rates on the DoorDash Third-Party Delivery by 30% on each
18 order. This threat ultimately led Customer C not to enter into a contract for Uber Direct.

19 38. In January 2024, Uber signed a contract with “Customer D,” a fast-food chain, for
20 Uber Direct to provide First-Party Delivery services. Later in 2024, Customer D’s Chief Marketing
21 Officer notified Uber that it intended to terminate its Uber Direct contract because DoorDash
22 threatened to raise its fees in connection with Customer D’s use of the DoorDash App if Customer
23 D continued using Uber Direct. Customer D told Uber that the additional charges DoorDash
24 threatened would cost it millions of dollars if it continued using Uber Direct. Despite Customer
25 D’s satisfaction with Uber, Customer D acquiesced to DoorDash’s threats because it could not
26 suffer DoorDash’s punitive price increases or otherwise risk losing access to the millions of end-
27 customers who used the DoorDash App.

28 39. In December 2023, the parent holding company of major fast-food and fast casual

1 brands, “Customer E,” signed an agreement with Uber for Uber Direct to provide First-Party
2 Delivery services to three of Customer E’s national brands. Unlike DoorDash, Uber offered
3 Customer E a generous deal that allowed the customer the flexibility to choose between using Uber
4 Direct as a preferred provider or as a co-preferred provider in conjunction with other First-Party
5 Delivery providers, including DoorDash.

6 40. For at least one of Customer E’s restaurant brands, Customer E selected Uber Direct
7 as a First-Party Delivery provider. Uber spent hundreds of thousands of dollars and invested
8 significant resources to tailor its Uber Direct product to Customer E’s specifications. After that
9 investment, Uber launched its Uber Direct First-Party Delivery services for that brand to great
10 success: it began handling a substantial number of monthly orders for Customer E, with strong
11 performance for completion and on-time delivery. At Customer E’s request, and with just a few
12 weeks’ notice, Uber Direct expanded into 79 new service areas to service all of the brand’s
13 locations. This geo-expansion, completed in June 2024, diverted resources from other key Uber
14 initiatives but was prioritized due to the value of the relationship with Customer E. Uber likewise
15 devoted significant resources to preparing to launch its First-Party Delivery services for two of
16 Customer E’s other brands. Those services were anticipated to go live in late 2024.

17 41. Customer E was so satisfied with Uber Direct’s performance that its team wanted to
18 explore how Uber could support Customer E in transitioning additional locations and brands to
19 Uber Direct.

20 42. Then, abruptly, in the fall of 2024, Customer E communicated to Uber that it had
21 agreed to sign a deal with DoorDash Drive On-Demand across its entire portfolio of brands—
22 including the brands that had already contracted with Uber Direct. Uber learned that Customer E
23 had to transition its First-Party Delivery business to DoorDash or otherwise risk losing millions of
24 dollars if it continued to deal with Uber Direct, unless Uber was willing to make major concessions
25 to offset those losses.

26 43. Customer E’s change of heart came as a complete surprise to Uber and directly
27 contradicted Customer E’s stated strategy. Moreover, Uber understood that Customer E could no
28 longer take advantage of the fact that Uber had offered Customer E co-preferred contract terms for

1 Uber Direct.

2 44. DoorDash's threats disrupted and interfered with Uber's existing contracts and
3 prospective economic relationship with Customer E's brands. In December 2024, Uber was forced
4 to renegotiate the terms of its Uber Direct agreement with the Customer E brand for which Uber
5 had previously launched a successful Uber Direct pilot program. As a result of DoorDash's
6 interference, Uber was forced to alter the terms of its agreement with the Customer E pilot program
7 by making monetary concessions on the price it charged to the brand for co-preferred delivery, as
8 well as agree to offset delivery fees with a multimillion-dollar Uber-funded marketing campaign.
9 Uber did not have the opportunity to win business from the remaining brands in Customer E's
10 portfolio.

11 45. Customer E's abrupt termination and disruption of highly successful Uber Direct
12 contracts directly resulted from DoorDash leveraging Customer E's reliance on the DoorDash App
13 for the majority of its Third-Party Delivery sales to strong-arm Customer E into exclusively using
14 DoorDash Drive On-Demand, despite Customer E's own expressed interest in discontinuing the
15 exclusive use of Drive On-Demand. DoorDash's coercive threats deprived Customer E of
16 substantial cost savings via its relationship with Uber Direct, as well as its desired diversification
17 of its delivery providers in the First-Party Delivery space. DoorDash's threats also deprived end-
18 customers of faster delivery and lower prices through increased competition between First-Party
19 Delivery providers. And DoorDash's threats deprived Uber of millions of dollars of revenue.

20 46. Similarly, in March 2023, Uber negotiated a deal to provide First-Party Delivery
21 services to a popular national pasta chain, "Customer F." The deal with Customer F was personally
22 negotiated by the head of Uber Direct. When DoorDash learned that Customer F was
23 contemplating discontinuing its existing DoorDash Drive On-Demand contract, DoorDash killed
24 the Uber Direct deal by threatening to impose a 5% penalty in commission rates on Customer F's
25 DoorDash App orders. Cowed by DoorDash's threats, Customer F's team called Uber on the verge
26 of tears and said that it would "love" to work with Uber and "loved" Uber Direct as a product, but
27 that it simply could not justify the risk of being penalized on the DoorDash Third-Party Delivery
28 marketplace.

1 47. The above examples are the tip of the iceberg. Uber routinely finds itself in
2 advanced negotiations for First-Party Delivery services with restaurants with which it has an
3 existing contractual relationship for Third-Party Delivery services. Those negotiations have
4 followed a familiar pattern: after expressing interest, learning about the Uber Direct product, and
5 (often) receiving more favorable contract terms for First-Party Delivery services than DoorDash's,
6 the restaurant terminates negotiations with Uber because it receives punitive threats from
7 DoorDash. Additional examples of such restaurants, negotiations, and threats include:

- 8 • Customer G, a national fast-casual chain: After extensive negotiations, Uber made
9 Customer G a highly favorable offer for Uber Direct that, upon information and belief,
10 would have cost Customer G millions of dollars less than it paid DoorDash for competing
11 First-Party Delivery services. But Customer G ultimately declined the offer because
12 DoorDash threatened it with penalties on the DoorDash App if it partnered with Uber in the
13 First-Party Delivery space.
- 14 • Customer H, a national sandwich chain: Uber spent several months negotiating a potential
15 Uber Direct deal with Customer H that would have provided considerable cost savings. But
16 Customer H terminated negotiations because DoorDash threatened to raise its commission
17 rates on the DoorDash App if Customer H partnered with Uber in the First-Party Delivery
18 space.
- 19 • Customer I, a holding company of popular fast-food brands: After a successful launch of
20 Uber Direct for one of Customer I's brands, Uber and Customer I pursued a potential
21 portfolio-wide partnership to facilitate First-Party Delivery orders for all its brands. Upon
22 learning this information, DoorDash threatened Customer I with significant price increases
23 on its DoorDash App if Customer I partnered with Uber for First-Party Delivery services.
24 Despite its interest in working with Uber on this initiative, Customer I ultimately walked
25 away from the Uber Direct opportunity because DoorDash's threats would have resulted in
26 a multimillion-dollar annual penalty.
- 27 • Customer J, a holding company with multiple national brands: Uber entered into extensive
28 negotiations with Customer J about providing First-Party Delivery services to several of its

1 brands via Uber Direct. But Customer J ultimately broke off negotiations out of fear of
2 retribution from DoorDash if Customer J partnered with Uber.

- 3 ● Customer K, a national restaurant chain: Uber and Customer K negotiated a potential Uber
4 Direct deal for several months. Customer K ultimately ended negotiations because
5 DoorDash threatened to increase pricing for deliveries on the DoorDash App if it partnered
6 with Uber. Despite its interest in Uber Direct, Customer K felt it could not justify the risk
7 of increased costs in its more popular delivery channel: Third-Party Delivery.
- 8 ● Customer L, a national fast-food brand: Customer L expressed interest in Uber Direct, and
9 Uber and Customer L negotiated a potential Uber Direct deal. But Customer L ultimately
10 terminated negotiations because DoorDash threatened to penalize Customer L with
11 increased prices on the DoorDash App if it partnered with Uber in the First-Party Delivery
12 space.
- 13 ● Customer M, a popular burger restaurant brand: Uber and Customer M negotiated a
14 potential First-Party Delivery partnership over many months. Customer M indicated
15 interest in Uber Direct and a desire to diversify its delivery providers. But DoorDash placed
16 increasing pressure and threats on Customer M, including threatening increased rates on the
17 DoorDash App if Customer M did not work exclusively with DoorDash in the First-Party
18 Delivery space. Indeed, DoorDash's coercion was so severe that a Customer M employee
19 stated that "we felt like we had a gun to our head." As a result of DoorDash's coercion,
20 Customer M has not contracted with Uber for Uber Direct services.
- 21 ● Customer N, a regional fast-casual chain: Uber and Customer N negotiated a potential Uber
22 Direct deal. Despite Customer N's interest in using Uber as a First-Party Delivery provider,
23 Customer N ultimately declined to contract with Uber because it could not risk paying the
24 higher commission fees threatened by DoorDash in the DoorDash App.
- 25 ● Customer O, the owner of extremely popular casual restaurant brands, among others:
26 DoorDash's tactics thwarted two separate negotiations for Uber Direct with Customer O,
27 once in April 2023 and once in the fall of 2024. Customer O was an existing customer of
28 DoorDash via the DoorDash App as well as Drive On-Demand. In April 2023, Uber was

1 in advanced-stage negotiations with Customer O for Uber Direct, when Customer O
2 informed Uber that DoorDash refused to allow Customer O to use Uber Direct as a co-
3 preferred vendor with DoorDash Drive On-Demand. DoorDash further threatened that if
4 Customer O switched from Drive On-Demand to Uber Direct, DoorDash would in effect
5 penalize Customer O by raising commission rates on the DoorDash App by 300-500 basis
6 points. Customer O informed Uber that given its volume of business on the DoorDash App,
7 DoorDash's threat was too substantial for Customer O to be able to move forward with Uber
8 Direct. In the fall of 2024, Uber again engaged in advanced-stage negotiations with
9 Customer O for Uber Direct, but again, DoorDash refused to allow Customer O to work
10 with Uber Direct alongside Drive On-Demand, and threatened exorbitant penalties on the
11 DoorDash App if Customer O switched to Uber Direct, which it once again was unable to
12 do.

13 • Customer P, a Tex-Mex restaurant chain: In September 2024, Uber was in negotiations
14 with Customer P to provide Uber Direct. Consistent with the all-too-familiar pattern,
15 Customer P informed Uber that, after having a conversation with DoorDash, it could not
16 use Uber Direct, because it was told that, if it did, DoorDash would drastically penalize
17 Customer P by raising commission rates on the DoorDash App. As a result, Uber lost the
18 business opportunity it otherwise would have had with Customer P to provide Uber Direct.

19 • Customer Q, a casual restaurant chain: In November 2023, Uber was in negotiations with
20 Customer Q for Uber Direct. Customer Q was very interested in Uber's offer, which
21 included competitive rates and additional incentives for Customer Q to engage with Uber
22 for Uber Direct. However, after negotiating with Uber, Customer Q informed Uber that it
23 had spoken to DoorDash and, when DoorDash learned that Customer Q was considering
24 using Uber Direct for First-Party Delivery, it threatened to materially increase Customer
25 Q's costs through the DoorDash App. As a result, the customer did not sign up for Uber
26 Direct.

27 48. The incidents described above represent only some of the numerous instances in
28 which DoorDash has abused its power in Third-Party Delivery to intimidate and/or coerce

1 restaurants into using DoorDash Drive On-Demand over other competitors in First-Party Delivery.
2 DoorDash's strong-arm tactics cudgel competition in the First-Party Delivery space by preventing
3 better prices, services, and innovation. Based on DoorDash's consistent pattern of anticompetitive
4 conduct, any number of further incidents may yet be unknown to Uber.

5 49. DoorDash is aware of Uber's First-Party Delivery contracts and prospective
6 economic relationships with restaurants. DoorDash actively monitors delivery metrics on its
7 platform to police and deter restaurants from partnering with DoorDash's competitors. DoorDash
8 has confronted restaurants after observing deviation in delivery patterns on DoorDash Drive On-
9 Demand.

10 50. DoorDash's conduct harms not just Uber, but also restaurant customers and end-
11 customers. By preventing competition in First-Party Delivery, restaurants and end-customers are
12 subjected to higher prices, reduced quality of service, and reduced innovation. In addition,
13 competitors like Uber are also harmed and precluded from constraining DoorDash's increasingly
14 outsized position in the First-Party Delivery space through fair and vigorous competition.

15 **FIRST CAUSE OF ACTION**

16 **(TORTIOUS INTERFERENCE WITH CONTRACT)**

17 51. Uber incorporates by reference as though set forth herein each of the preceding
18 allegations of each paragraph in this Complaint.

19 52. In connection with the provision of its Uber Direct First-Party Delivery services,
20 Uber enters into contracts with restaurants. These contracts include the contracts described herein,
21 and numerous others.

22 53. DoorDash is a business competitor of Uber that also offers First-Party Delivery
23 (Drive On-Demand) and Third-Party Delivery services (DoorDash App). On information and
24 belief, in connection with providing those services, DoorDash enters into contractual agreements
25 with restaurant-customers.

26 54. DoorDash had actual or imputed knowledge of Uber's contracts with certain
27 restaurant-customers—including Customers A, B, D, and E and numerous others—and under the
28 scheme described in this Complaint, DoorDash took steps to intentionally interfere with those

1 contractual relationships as a result of its knowledge of them. DoorDash had actual or imputed
2 knowledge of the material terms in these contracts that provided for Uber to act as a preferred or
3 co-preferred provider for First-Party Delivery services.

4 55. Uber is aware that DoorDash has used unlawful and anticompetitive penalties and
5 coercion to cause existing Uber restaurant-customers to leave their existing contracts with Uber for
6 First-Party Delivery, and instead enter into or renew contracts with DoorDash for preferred First-
7 Party Delivery services. These tactics include refusing to operate on a co-preferred basis,
8 threatening to increase the fees that restaurant-customers pay DoorDash per order on the DoorDash
9 App (its Third-Party Delivery platform), threatening to demote their search results, threatening to
10 exclude restaurant-customers from marketing campaigns and other promotional opportunities, and
11 even threatening to remove restaurant-customers entirely from the DoorDash App if they do not
12 sign contracts for exclusive or preferred First-Party Delivery services with DoorDash. DoorDash's
13 contracts, coupled with DoorDash's coercive tactics and abuse of its leading market position,
14 unreasonably restrain restaurant-customers from engaging in trade or business with other platforms,
15 including Uber.

16 56. Uber has or has had in the past contractual arrangements with restaurant-
17 customers—including Customers A, B, D, and E and numerous others. The restaurant-customers
18 have previously paid Uber for services, and Uber reasonably expected to continue generating
19 business from these restaurant-customers.

20 57. DoorDash's threats to Uber's restaurant-customers had the intended effect of
21 causing the restaurant-customers to terminate or disrupt their relationship with Uber for the
22 provision of preferred or co-preferred First-Party Delivery services, and use DoorDash's Drive On-
23 Demand offering instead.

24 58. DoorDash intended to disrupt performance of the contracts described herein—
25 including with Customers A, B, D, and E and numerous others—or knew that disruption of
26 performance was certain or substantially certain to occur.

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1 connection with providing those services, DoorDash enters into contractual agreements with
2 restaurant-customers.

3 65. DoorDash had actual or imputed knowledge of Uber’s prospective economic
4 relationships with certain restaurant-customers—including Customers C and F-Q and numerous
5 others—that involved actual (existing) and/or potential (future) economic benefit for Uber.

6 66. Under the scheme described in this Complaint, DoorDash took steps to intentionally
7 interfere with those prospective economic relationships as a result of its knowledge of those
8 relationships.

9 67. Uber is aware that DoorDash has used unlawful and anticompetitive penalties and
10 coercion to bully existing Uber customers into abandoning existing pilot programs and negotiations
11 for First-Party Delivery with Uber, and instead enter into contracts with DoorDash or its affiliates
12 for exclusive or preferred First-Party Delivery services. These tactics include refusing to operate
13 on a co-preferred basis, threatening to increase the fees that restaurant-customers pay DoorDash
14 per order on the DoorDash App, threatening to demote restaurant-customers’ visibility on the
15 DoorDash App search algorithm, and threatening to remove restaurant-customers entirely from the
16 DoorDash App if restaurant-customers do not sign contracts for exclusive or preferred First-Party
17 Delivery services with DoorDash. DoorDash’s contracts, coupled with DoorDash’s coercive
18 tactics and abuse of its leading Third-Party Delivery position, unreasonably restrain restaurant-
19 customers from engaging in trade or business with other platforms, including Uber.

20 68. DoorDash’s threats to these restaurant-customers had the intended effect of causing
21 the restaurant-customers to terminate or disrupt their relationship or negotiations with Uber for the
22 provision of First-Party Delivery services and instead use DoorDash’s Drive On-Demand product
23 on an exclusive or preferred basis.

24 69. DoorDash intended to disrupt Uber’s prospective economic relationships with
25 certain restaurant-customers—including Customers C and F-Q and numerous others—or knew that
26 disruption of the relationship was certain or substantially certain to occur.

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1 through the DoorDash App, will demote the restaurant-customers in search results on the DoorDash
2 App, or will exclude them entirely from using the DoorDash App.

3 79. Restaurants cannot risk being excluded from or demoted in the DoorDash App, or
4 suffer pricing penalties, given DoorDash's leading position in the Third-Party Delivery space and
5 restaurants' dependence on Third-Party Delivery services.

6 80. DoorDash's conduct violates the unlawful prong of the UCL because it constitutes
7 tortious interference as set forth above. From its California headquarters, DoorDash orchestrated
8 a course of conduct to disrupt, divert, and steal Uber's business by, for example and without
9 limitation, engaging in wrongful conduct that disrupted the contractual and economic relationships
10 (both current and prospective) between Uber and its restaurant-customers, including Customers A-
11 Q.

12 81. DoorDash had actual or imputed knowledge of these contracts and economic
13 relationships, and: (1) engaged in the wrongful conduct intentionally to disrupt the contracts and
14 economic relationships, and (2) engaged in the wrongful conduct knowing that disruption of the
15 contracts and economic relationships was certain or substantially certain to occur. DoorDash's
16 wrongful conduct was a substantial factor in causing Uber's financial harm.

17 82. DoorDash's conduct also violates the unlawful prong of the UCL because it has
18 violated California Business and Professions Code § 16600 *et seq.* DoorDash exploits its
19 prominence in Third-Party Delivery and uses coercive tactics to lock restaurants into contracts or
20 financial arrangements that unreasonably restrain Uber from engaging in a lawful profession, trade,
21 or business.

22 83. DoorDash, by and through its officers, directors, employees, agents, and other
23 representatives, has entered into unlawful agreements, including with Customers A-Q, and, on
24 information and belief, others, to create and carry out unreasonable restrictions in trade and
25 commerce in violation of Section 16600. Such agreements contain provisions that either prevent,
26 on their face, or are used by DoorDash to prevent these restaurant-customers from entering into
27 First-Party Delivery arrangements with Uber. Such agreements therefore unreasonably and
28 unlawfully restrain Uber and, on information and belief, other competitors' ability to compete for

1 a given restaurant's First-Party Delivery business. This means DoorDash effectively requires
2 restaurants that desire commercially reasonable treatment on the DoorDash App (and access to end-
3 customers who utilize the DoorDash App) to only use DoorDash Drive as their exclusive or
4 preferred First-Party Delivery partner. DoorDash's refusal to allow restaurants to enter into First-
5 Party Delivery arrangements with Uber (or, on information and belief, any other provider) restrains
6 Uber's and other competitors' ability to compete for individual deliveries. Competition for
7 deliveries benefits the restaurant-customer and end-customer alike, but DoorDash's unlawful
8 contracts are designed to unreasonably restrain that beneficial competition.

9 84. DoorDash's contracts that require exclusive or preferred status for the restaurant's
10 First-Party Delivery business are not merely incidental restraints on commercial freedom. Rather,
11 DoorDash's contracts are part and parcel of its scheme to unreasonably restrain competition in the
12 First-Party Delivery space. Accordingly, DoorDash's contracts are unlawful because they tend to
13 restrain trade more than promote it.

14 85. DoorDash's contracts also violate Section 16600 because the First-Party Delivery
15 restraints on trade, in the form of forcing customers to contract only with DoorDash and not use
16 other vendors or even co-preferred arrangements, are not necessary to protect DoorDash and
17 restaurants in dealing with each other. Indeed, optionality in the First-Party Delivery space benefits
18 restaurants and their goal to better serve their end-customers. Further, on information and belief,
19 DoorDash previously permitted restaurants to access the DoorDash App without repercussions if
20 restaurants used multiple delivery partners on a co-preferred basis for First-Party Delivery.
21 Moreover, unlike in First-Party Delivery, DoorDash contracts with restaurants that use both
22 DoorDash and other competitors for Third-Party Delivery.

23 86. DoorDash's contracts further violate Section 16600 because they foreclose a
24 substantial share of the line of commerce in the First-Party Delivery space. As a result of
25 DoorDash's coercion and unlawful contracts, DoorDash reduces restaurant-customer choice,
26 resulting in higher prices, lower-quality service, and impaired innovation, all while reducing
27 competition at the expense of both restaurant-customers and end-consumers.

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1 87. The agreements that DoorDash has entered into with Customers A-Q, and, on
2 information and belief, others, that contain exclusivity or preferred provisions and that are joined
3 with penalties to prevent these restaurant-customers from entering into co-preferred First-Party
4 Delivery arrangements with DoorDash and Uber, are each respectively contrary to California's
5 settled legislative policies in favor of open competition and are therefore void and unlawful.

6 88. DoorDash's conduct violates the unfairness prong of the UCL because it is immoral,
7 unethical, oppressive, unscrupulous, and causes injury to consumers, which outweighs its benefits.

8 89. Specifically, DoorDash's abuse of its leading position in Third-Party Delivery via
9 the DoorDash App violates the policy and spirit of antitrust law and is unfair and threatens or harms
10 competition in multiple ways. First, DoorDash's conduct wrongfully uses penalties and threats to
11 restrain Uber, and on information and belief, other competitors' ability to compete for a given
12 restaurant's First-Party Delivery business. This means DoorDash effectively requires restaurants
13 that desire commercially reasonable treatment on the DoorDash App (and access to end-customers
14 who utilize the DoorDash App) to only use DoorDash Drive as their exclusive or preferred First-
15 Party Delivery partner, using the tactics described herein. Second, DoorDash's refusal to operate
16 as a co-preferred provider and refusal to allow restaurants to enter into co-preferred First-Party
17 Delivery arrangements with DoorDash and Uber (or, on information and belief, any other provider)
18 restrains Uber's and other competitors' ability to compete for individual deliveries. Competition
19 for deliveries benefits the restaurant-customer and end-customers alike. DoorDash's practices
20 harm restaurant-customers and end-customers that are forced to pay increased costs as a result of
21 this artificially diminished competition. DoorDash's coercive tactics reduce restaurant-customer
22 and consumer choice, resulting in higher prices, lower-quality service, and decreased innovation,
23 all while further entrenching DoorDash's market power. DoorDash's anticompetitive actions,
24 which destroy competition at the expense of both restaurants and consumers, violate the policy and
25 spirit of the antitrust laws and harm fair competition.

26 90. As described herein, because of DoorDash's unfair and unlawful tactics and punitive
27 threats related to Third-Party Delivery, existing restaurant-customers have stopped using Uber
28 Direct First-Party Delivery services, and other restaurant-customers have not engaged Uber for

1 these services. As a result of DoorDash's anticompetitive conduct, Uber has therefore lost sales
2 and profits that it otherwise would have made, and accordingly has lost money or property as a
3 result of DoorDash's practices. As a result of DoorDash's unfair, unlawful, and anticompetitive
4 business practices, Uber's ability to compete with DoorDash in the First-Party Delivery space has
5 been materially harmed, and competition within the First-Party Delivery space has been reduced to
6 the detriment of restaurant-customers and end-customers.

7 91. When DoorDash takes these actions as to high-volume, large-brand restaurants with
8 multiple store locations, as described herein, it has an even greater impact, because the impact
9 reverberates across all of the brand's locations, and such restaurants are high-value buyers of First-
10 Party Delivery services.

11 92. As a direct and proximate result of DoorDash's wrongful conduct, Uber has been
12 injured in fact. Uber earns revenue from providing First-Party Delivery services to restaurant-
13 customers. Multiple major restaurant-customers have ended or have been unable to enter into
14 contracts for the provision of First-Party Delivery services with Uber because of forced exclusivity
15 or preferred status with DoorDash. This undermines Uber's and other competitors' ability to fairly
16 compete in the First-Party Delivery market, has resulted in actual harm, and has and will result in
17 a loss of revenue to Uber. Such irreparable harm will continue unless DoorDash's actions are
18 enjoined by the Court. Uber has no adequate remedy at law for DoorDash's continued acts of unfair
19 business practices and unfair competition, including because the full extent of the harm to Uber's
20 business from the lost opportunities is immeasurable. Uber is therefore entitled to an injunction
21 restraining DoorDash from engaging in further acts of unfair competition.

22 93. DoorDash acted oppressively and with malice. The conduct described herein was
23 designed to cause injury to Uber and others, and did cause injury to Uber in California.

24 94. Uber's claims, including its claims under California Business & Professions Code §
25 17200, are brought to enforce an important right affecting the public interest. Accordingly, Uber
26 is entitled to recover its attorneys' fees from DoorDash. Cal. Code Civ. Proc. § 1021.5.

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1 First-Party Delivery space. Accordingly, DoorDash’s contracts are unlawful because they tend to
2 restrain trade more than promote it.

3 100. DoorDash’s contracts also violate Section 16600 because the First-Party Delivery
4 restraints and penalties are not necessary to protect DoorDash and restaurants in dealing with each
5 other. Indeed, many restaurants desire optionality and flexibility in the First-Party Delivery space
6 to better serve end-customers. Moreover, unlike in First-Party Delivery, DoorDash contracts with
7 restaurants who use both DoorDash and other competitors for Third-Party Delivery.

8 101. DoorDash’s contracts further violate Section 16600 because they foreclose a
9 substantial share of the line of commerce in the First-Party Delivery space. As a result of
10 DoorDash’s coercion and unlawful contracts, DoorDash reduces restaurant-customer choice,
11 resulting in higher prices, lower-quality service, and decreased innovation, all while reducing
12 competition at the expense of both restaurant-customers and end-customers.

13 102. The agreements that DoorDash has entered into with Customers A-Q and, on
14 information and belief, others, contain provisions constituting unreasonable restraints on trade and
15 which use threats and penalties to prevent these restaurant-customers from entering into co-
16 preferred First-Party Delivery arrangements with Uber, are each contrary to California’s settled
17 legislative policies in favor of open competition and are therefore void and unlawful.

18 103. As a direct and proximate cause of DoorDash’s violations of Section 16600, Uber
19 was injured in its business and property in an amount to be proven at trial. In addition, restaurants—
20 including Customers A-Q, and, on information and belief, others—and end-customers were injured
21 in their business and property in that DoorDash’s exclusivity provisions have forced them to pay
22 increased costs as a result of the artificially restrained competition. DoorDash’s coercive tactics
23 reduce restaurant-customer and consumer choice, resulting in higher prices, lower-quality service,
24 and decreased innovation, all while further entrenching DoorDash’s market power. DoorDash’s
25 use of these exclusivity or preferred status agreements that are coerced through threats and penalties
26 has destroyed competition at the expense of both restaurants and consumers.

27 104. Uber has no adequate remedy at law for DoorDash’s continued violation of Section
28 16600. Uber is therefore entitled to an injunction preventing and restraining the violations alleged

1 herein, restraining DoorDash from profiting from its misconduct, as well as enjoining DoorDash
2 from similar conduct in the future. Uber is also entitled to a declaration that the exclusivity or
3 preferred status provisions set forth in DoorDash's contracts with Customers A-Q and, on
4 information and belief, others, for First-Party Delivery services are null and void to the extent they:
5 (1) permit DoorDash to penalize the restaurants on the DoorDash App, or (2) were procured as a
6 result of threatened or actual penalties to the restaurants on the DoorDash App.

7 **FIFTH CAUSE OF ACTION**

8 **(NON-RESTITUTIONARY DISGORGEMENT BASED ON UNJUST ENRICHMENT/QUASI-CONTRACT)**

9 105. Uber incorporates by reference as though set forth herein each of the preceding
10 allegations of each paragraph in this Complaint.

11 106. As a result of DoorDash's unjust conduct, DoorDash was enriched at the expense of
12 Uber.

13 107. As described herein, DoorDash uses its position in Third-Party Delivery to
14 effectively require restaurants to use DoorDash's services as the exclusive or preferred provider in
15 First-Party Delivery, to the exclusion of competitors such as Uber.

16 108. Specifically, DoorDash refuses to operate on a co-preferred basis, unfairly threatens
17 restaurant-customers that, if they use Uber's First-Party Delivery services, DoorDash will impose
18 punitive increases to the commission rates charged for its Third-Party Delivery services, will
19 demote them in search results on the DoorDash App, or will exclude them in part or entirely from
20 using the DoorDash App.

21 109. Restaurants cannot risk being excluded from or demoted in the DoorDash App, or
22 paying penalizing prices, given DoorDash's leading position in the Third-Party Delivery space and
23 restaurants' dependence on Third-Party Delivery services.

24 110. As described herein, because of DoorDash's unjust tactics and punitive threats
25 related to Third-Party Delivery, existing restaurant-customers have stopped using Uber Direct
26 First-Party Delivery services in favor of DoorDash's own First-Party Delivery services, and other
27 restaurant-customers have not engaged Uber in favor of DoorDash for these services.

28 111. DoorDash's conduct was and is wrongful, knowing, and conscious.

1 controversy exists between Uber and DoorDash of sufficient immediacy and reality to warrant the
2 issuance of declaratory relief to avoid irreparable injury and damage to Uber.

3 119. As a consequence of the foregoing, an actual controversy has arisen and now exists
4 between Uber, on the one hand, and DoorDash, on the other hand, regarding Uber's request for
5 declaratory judgment that any provision in a contract between DoorDash and a restaurant in
6 connection with Third-Party Delivery services—including with Customers A-Q—is void to the
7 extent that it threatens or imposes penalties or other consequences, as set forth herein, on merchants
8 for contracting with Uber or other third parties for the provision of First-Party Delivery services.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Uber prays for judgment against DoorDash as follows:

11 120. Damages from Defendant DoorDash according to proof;

12 121. Non-restitutionary disgorgement from Defendant DoorDash according to proof;

13 122. For preliminary and permanent injunctive relief to enjoin Defendant DoorDash and
14 its agents, servants, and employees, and all persons acting under, in concert with, or for it, from the
15 unlawful and unfair conduct described herein, including refusing to operate on a co-preferred basis,
16 making threats and abusing its position in Third-Party Delivery in order to procure exclusivity or
17 preferred status from Uber's customers in the provision of First-Party Delivery services;

18 123. For a constructive trust;

19 124. For a declaration that Defendant DoorDash's practices are unlawful;

20 125. For punitive and exemplary damages as may be provided by law;

21 126. For Uber's attorneys' fees and costs as may be provided by law;

22 127. For prejudgment and post-judgment interest;

23 128. For such other relief as the Court may deem just and proper.

24 **JURY DEMAND**


25 Uber demands a jury trial on all claims and issues that are so triable.
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Respectfully submitted,

COOLEY LLP

By: 
Kathleen R. Hartnett

John H. Hemann (165823)
(jhemann@cooley.com)
Kristine A. Forderer (278745)
(kforderer@cooley.com)
Gregory J. Merchant (341287)
(gmerchant@cooley.com)
Julia Thomas (353190)
(jthomas@cooley.com)
3 Embarcadero Center, 20th Floor
San Francisco, California 94111-4004
Telephone: +1 415 693 2000
Facsimile: +1 415 693 2222

Timothy W. Cook (*pro hac vice forthcoming*)
(tcook@cooley.com)
500 Boylston Street, 14th Floor
Boston, Massachusetts 02116-3736
Telephone: +1 617 937 2300
Facsimile: +1 617 937 2400

Alexander G. Galicki (308737)
(agalicki@cooley.com)
355 South Grand Avenue, Suite 900
Los Angeles, CA 90071
Telephone: +1 213 561 3250
Facsimile: +1 213 561 3244

*Attorneys for Plaintiff
Uber Technologies, Inc.*

312264628