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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

ALEXANDER FLOYD, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

DOORDASH, INC., a foreign profit
corporation doing business as DOORDASH;
DOORDASH EXPRESS DELIVERY L.L.C.,
a Washington limited liability company;
DOORDASH ESSENTIALS, LLC, a foreign
limited liability company doing business as
DASHMART; DOORDASH G&C, LLC, a
foreign limited liability company; and DOES
1-20,

Defendants.

No.

CLASS ACTION COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF,
AND DECLARATORY RELIEF

Plaintiff Alexander Floyd, on behalf of himself and all others similarly situated (the
“Class”), by and through counsel, brings this Class Action Complaint against the above-captioned
Defendants (“Defendants”) and alleges, upon personal knowledge as to Plaintiff’s own actions
and Plaintiff’s counsel’s investigations, and upon information and belief as to all other matters, as
follows:

I. NATURE OF THE CASE

1 1. Effective January 1, 2023, employers must disclose in each posting for each job
2 opening, the wage scale or salary range and a general description of all of the benefits and other
3 compensation to be offered to the hired applicant. RCW 49.58.110(1).

4 2. The Washington Legislature finds that “despite existing equal pay laws, there
5 continues to be a gap in wages and advancement opportunities among workers in Washington.”
6 RCW 49.58.005(1). The Legislature further finds that “lower starting salaries translate into lower
7 pay, less family income, and more children and families in poverty.” RCW 49.58.005(3)(b).

8 3. “Some folks do not have the networks or ability to negotiate salaries. Salaries vary
9 wildly in companies within the same industry and applicants do not have the ability to know what
10 the value of the position is.” H.B. Rep. ESSB 5761, at 2 (Wash. 2022). The Equal Pay and
11 Opportunities Act (“EPOA”) “allows a discussion at the start of the process instead of after an
12 offer has been made, which will increase the ability to negotiate pay.” *Id.* Additionally, “[m]any
13 candidates spend hours going through rounds of interviews only to find out they can’t live on the
14 offered pay.” S.B. Rep. ESSB 5761, at 3 (Wash. 2022). The EPOA makes Washington “more
15 competitive for job seekers...” *Id.*

16 4. This is a class action on behalf of individuals who applied to job openings with the
17 Defendants where the job postings did not include the wage scale or salary range, or a general
18 description of all of the benefits and other compensation to be offered in direct violation of RCW
19 49.58.110.

20 **II. JURISDICTION AND VENUE**

21 5. This Court has jurisdiction over this cause of action pursuant to RCW 2.08.010.

22 6. Venue is proper in this Court pursuant to RCW 4.12.025 because the acts and
23 omissions alleged took place, in whole or in part, in King County, Washington, and each
24 Defendant resides and transacts business in King County, Washington.

25 7. Federal jurisdiction is inappropriate under the Class Action Fairness Act, 28
26 U.S.C. § 1332(d)(4)(A), because: (a) all members of the Class are applicants of Washington
27 employers, or were applicants of Washington employers, at all times relevant to their interactions

1 with Defendants; (b) each Defendant is registered to conduct business, and regularly transacts
2 business, within Washington; (c) Defendant DoorDash Express Delivery L.L.C. is a citizen of the
3 State of Washington; (d) the alleged conduct of Defendants occurred within Washington; (e) the
4 injuries to Plaintiff and the Class occurred within Washington; and (f) during the three-year period
5 preceding the filing of this action, no other class action has been filed asserting the same or similar
6 factual allegations against Defendants on behalf of the same persons. Alternatively, federal
7 jurisdiction is inappropriate under the Class Action Fairness Act because: (a) pursuant to 28 U.S.C.
8 § 1332(d)(4)(B), more than two-thirds of the Class reside in Washington; and (b) pursuant to 28
9 U.S.C. § 1332(2), the amount in controversy does not exceed the sum or value of \$5,000,000,
10 exclusive of interest and costs.

11 III. PARTIES

12 8. Plaintiff Alexander Floyd is a resident of King County, Washington and applied to
13 work for Defendants at their office located in Seattle, King County, Washington.

14 9. Defendant DoorDash, Inc. is a foreign profit corporation that regularly transacts
15 business in King County, Washington and has multiple offices for the transaction of business in
16 King County, Washington, including at 1201 2nd Avenue, Seattle, Washington 98101 and 415 Bell
17 Street, Seattle, Washington 98121.

18 10. Defendant DoorDash Express Delivery L.L.C. is a Washington limited liability
19 company that regularly transacts business in King County, Washington and has multiple offices
20 for the transaction of business in King County, Washington, including at 1201 2nd Avenue, Seattle,
21 Washington 98101 and 415 Bell Street, Seattle, Washington 98121.

22 11. Defendant DoorDash Essentials, LLC is a foreign limited liability company that
23 regularly transacts business in King County, Washington and has multiple offices for the
24 transaction of business in King County, Washington, including at 1201 2nd Avenue, Seattle,
25 Washington 98101 and 415 Bell Street, Seattle, Washington 98121.

26 12. Defendant DoorDash G&C, LLC is a foreign limited liability company that
27 regularly transacts business in King County, Washington and has multiple offices for the

1 transaction of business in King County, Washington, including at 1201 2nd Avenue, Seattle,
2 Washington 98101 and 415 Bell Street, Seattle, Washington 98121.

3 13. Plaintiff is currently unaware of the true names and capacities, whether individual,
4 corporate, associate, or otherwise, of the defendants sued herein under fictitious names Does 1-
5 20, inclusive, and therefore sues such defendants by such fictitious names. Plaintiff will seek leave
6 to amend this Complaint to allege the true names and capacities of the fictitiously named
7 defendants when their true names and capacities have been ascertained. Plaintiff is informed and
8 believes, and thereon alleges, each of the fictitiously named defendants is legally responsible in
9 some manner for the events and occurrences alleged herein, and for the damages suffered by
10 Plaintiff and the Class.

11 **IV. FACTS APPLICABLE TO THE CLASS AND ALL CAUSES OF ACTION**

12 14. Effective January 1, 2023, all Washington employers are required to disclose in
13 each posting for each job opening the wage scale or salary range, and a general description of all
14 of the benefits and other compensation to be offered to the hired applicant. RCW 49.58.110.

15 15. For the purposes of RCW 49.58.110, “posting” means any solicitation intended to
16 recruit job applicants for a specific available position, including recruitment done directly by an
17 employer or indirectly through a third party, and includes any postings done electronically, or with
18 a printed hard copy, that includes qualifications for desired applicants. RCW 49.58.110(1).

19 16. Each Defendant employs more than 15 individuals.

20 17. From January 1, 2023 to the present, Plaintiff and more than 40 Class members
21 applied to job openings with Defendants for positions located in Washington state where the
22 postings did not disclose the wage scale or salary range, or a general description of the benefits
23 and other compensation to be offered.

24 18. On or about August 7, 2023, Plaintiff applied for a job opening in King County,
25 Washington with Defendants. The posting for the job opening did not disclose the wage scale or
26 salary range, or a general description of all of the benefits and other compensation to be offered.
27 A true and correct copy of Defendants’ job posting is attached hereto as Exhibit 1.

1 26. Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff and
2 Class members all applied for job openings with Defendants that did not disclose the wage scale
3 or salary range, or a general description of all of the benefits and other compensation to be offered.

4 27. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
5 Plaintiff has retained competent and capable attorneys with substantial experience in complex
6 class action litigation. Plaintiff and Plaintiff's counsel are committed to prosecuting this action
7 vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor
8 Plaintiff's counsel have interests that are contrary to or that conflict with those of the Class.

9 28. Predominance. Defendants have engaged in a common course of conduct of failing
10 to disclose the wage scale or salary range, or a general description of all of the benefits and other
11 compensation to be offered in job postings in violation of RCW 49.58.110. The common issues
12 arising from Defendants' unlawful conduct affect Plaintiff and Class members and predominate
13 over any individual issues. Adjudication of these common issues in a single action has the
14 important and desirable advantage of judicial economy.

15 29. Superiority. Plaintiff and the Class have suffered, and will continue to suffer, harm
16 and damages as a result of Defendants' unlawful and wrongful conduct. Absent a class action,
17 however, most Class members would find the cost of litigating their claims prohibitive, especially
18 when that cost is balanced against each individual's respective potential award. Class treatment is
19 superior to multiple individual suits or piecemeal litigation because it conserves judicial resources,
20 promotes consistency and efficiency of adjudication, provides a forum for claimants with smaller
21 cases and those with few resources, and deters illegal activities. There will be no significant
22 difficulty in the management of this case as a class action. The Class members and the job postings
23 to which they applied are readily identifiable through Defendants' own records.

24 **VI. CAUSES OF ACTION**

25 **FIRST CAUSE OF ACTION**

26 **VIOLATION OF RCW 49.58.110**

27 ***Claim of Relief for Plaintiff and the Class***

30. Plaintiff incorporates by reference all foregoing factual allegations.

1 31. As described more fully above, Defendants did not disclose the wage scale or salary
2 range, or a general description of all of the benefits and other compensation to be offered in their
3 job postings.

4 32. On or after January 1, 2023, Plaintiff and the Class applied for job openings with
5 the Defendants where the postings did not disclose the wage scale or salary range, or a general
6 description of all of the benefits and other compensation to be offered.

7 33. Defendants' actions and omissions violate RCW 49.58.110.

8 34. As a result of Defendants' actions and omissions, Plaintiff and the Class have been
9 damaged in amounts to be proven at trial.

10 **SECOND CAUSE OF ACTION**
11 **INJUNCTIVE RELIEF**
Claim of Relief for Plaintiff and the Class

12 35. Plaintiff incorporates by reference all foregoing factual allegations.

13 36. Plaintiff and the Class are entitled to an injunction prohibiting Defendants from
14 further violations of Washington law. Specifically, Plaintiff seeks injunctive relief to require
15 Defendants to disclose in each posting for each job opening the wage scale or salary range, and a
16 general description of all of the benefits and other compensation to be offered.

17 **THIRD CAUSE OF ACTION**
18 **DECLARATORY RELIEF**
Claim of Relief for Plaintiff and the Class

19 37. Plaintiff incorporates by reference all foregoing factual allegations.

20 38. Plaintiff and the Class are entitled to a declaration that Defendants' practice of
21 failing to disclose in each posting for each job opening the wage scale or salary range is illegal.

22 39. Plaintiff and the Class are entitled to a final judicial determination of the amounts
23 owing to Plaintiff and the Class as a result of Defendants' failure to disclose in each posting for
24 each job opening the wage scale or salary range, and a general description of all of the benefits
25 and other compensation to be offered to the hired applicant.

1 **VII. REQUEST FOR RELIEF**

2 Plaintiff, individually and on behalf of the members of the Class, requests that the Court
3 enter judgment against Defendants as follows:

4 1. An Order certifying that this action be maintained as a class action and appointing
5 Plaintiff as Class Representative and Plaintiff’s counsel as Class Counsel;

6 2. Statutory damages equal to Plaintiff’s and the Class members’ actual damages or
7 five thousand dollars, whichever is greater, pursuant to RCW 49.58.070(1);

8 3. Costs and reasonable attorneys’ fees pursuant to RCW 49.58.070(1);

9 4. Preliminary and permanent injunctive relief prohibiting, restraining, and enjoining
10 Defendants from engaging in the conduct complained of herein, including, but not limited to, an
11 Order requiring Defendants to disclose in each posting for each job opening the wage scale or
12 salary range, and a general description of all of the benefits and other compensation to be offered
13 to the hired applicant;

14 5. Declaratory relief to the effect that Defendants’ failure to disclose in each posting
15 for each job opening the wage scale or salary range, and a general description of all of the benefits
16 and other compensation to be offered to the hired applicant, violates Washington law;

17 6. Pre- and post-judgment interest;

18 7. Leave to amend the Complaint to conform to the evidence; and

19 8. Any additional or further relief which the Court deems equitable, appropriate, or
20 just.

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1 DATED October 10, 2023

EMERY | REDDY, PLLC

2
3 By: /s/ Timothy W. Emery
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16 *and the Class*
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EXHIBIT 1



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Pratik Parekh · 3rd
Engineering Manager at DoorDash

Message

About the job

Come help us build the world's most reliable on-demand, logistics engine for delivery! We're bringing on experienced engineers to help us create a 24x7, global infrastructure system that powers DoorDash's three-sided marketplace of consumers, merchants, and dashers.

We're looking for Android engineers who want to work on an app used by millions of people. We've seen significant growth, in our codebase and number of developers, and we'd love for you to bring a piece of your culture and experience into ours so that we can continue to improve our processes and architecture. Whether you're an engineer interested in scaling our Android infrastructure or building awesome product features, we'd love to talk to you!

You're Excited About This Opportunity Because You Will...

- Develop the architecture of our Android applications
- Scale our test infrastructure and automate releases
- Introduce tools and best practices that accelerate our development process
- Build awesome product features to improve our marketplace

We're Excited About You Because You Have...

- B.S., M.S., or PhD. in Computer Science or equivalent
- 5+ years developing with Android SDK in a production environment
- Systems and OOP knowledge
- Expert knowledge of Android testing frameworks and best practices for testing
- High bar for code quality

Nice To Haves

- Experience working full-stack
- Contributions to open source projects
- Familiarity with Kotlin

About DoorDash

At DoorDash, our mission to empower local economies shapes how our team members move quickly, learn, and reiterate in order to make impactful decisions that display empathy for our range of users—from Dashers to merchant partners to consumers. We are a technology and logistics company that started with door-to-door delivery and now provides food and grocery delivery services for millions of customers. We are a technology and logistics company that started with door-to-door delivery and now provides food and grocery delivery services for millions of customers.



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Nice To Haves

- Experience working full-stack
- Contributions to open source projects
- Familiarity with Kotlin

About DoorDash

At DoorDash, our mission to empower local economies shapes how our team members move quickly, learn, and iterate in order to make impactful decisions that display empathy for our range of users—from Dashers to merchant partners to consumers. We are a technology and logistics company that started with door-to-door delivery, and we are looking for team members who can help us go from a company that is known for delivering food to a company that people turn to for any and all goods.

DoorDash is growing rapidly and changing constantly, which gives our team members the opportunity to share their unique perspectives, solve new challenges, and own their careers. We're committed to supporting employees' happiness, healthiness, and overall well-being by providing comprehensive benefits and perks including premium healthcare, wellness expense reimbursement, paid parental leave and more.

Our Commitment to Diversity and Inclusion

We're committed to growing and empowering a more inclusive community within our company, industry, and cities. That's why we hire and cultivate diverse teams of people from all backgrounds, experiences, and perspectives. We believe that true innovation happens when everyone has room at the table and the tools, resources, and opportunity to excel.

Statement of Non-Discrimination: In keeping with our beliefs and goals, no employee or applicant will face discrimination or harassment based on: race, color, ancestry, national origin, religion, age, gender, marital/domestic partner status, sexual orientation, gender identity or expression, disability status, or veteran



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Messaging

Statement of Non-Discrimination: In keeping with our beliefs and goals, no employee or applicant will face discrimination or harassment based on: race, color, ancestry, national origin, religion, age, gender, marital/domestic partner status, sexual orientation, gender identity or expression, disability status, or veteran status. Above and beyond discrimination and harassment based on "protected categories," we also strive to prevent other subtler forms of inappropriate behavior (i.e., stereotyping) from ever gaining a foothold in our office. Whether blatant or hidden, barriers to success have no place at DoorDash. We value a diverse workforce – people who identify as women, non-binary or gender non-conforming, LGBTQIA+, American Indian or Native Alaskan, Black or African American, Hispanic or Latinx, Native Hawaiian or Other Pacific Islander, differently-abled, caretakers and parents, and veterans are strongly encouraged to apply. Thank you to the Level Playing Field Institute for this statement of non-discrimination.

Pursuant to the San Francisco Fair Chance Ordinance, Los Angeles Fair Chance Initiative for Hiring Ordinance, and any other state or local hiring regulations, we will consider for employment any qualified applicant, including those with arrest and conviction records, in a manner consistent with the applicable regulation.

If you need any accommodations, please inform your recruiting contact upon initial connection.

Posted on Jul 25, 2023.

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About the company



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At DoorDash, our mission to empower local economies shapes how our team members move quickly and always learn and reiterate to support merchants, Dashers and the communities we serve. We are a technology and logistics company that started with door-to-door delivery, and we are looking for team members wh ... [show more](#)

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