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6 CASE #: 26-2-19283-9 SEA

7 SUPERIOR COURT OF THE STATE OF WASHINGTON  
8 FOR KING COUNTY

9 JASON SLAWSON, an individual, on behalf of  
10 himself and others similarly situated,

11 Plaintiff,

12 v.

13 DOORDASH, Inc., a Delaware corporation,

14 Defendant.

**CLASS ACTION**

NO.

**COMPLAINT FOR DAMAGES  
AND INJUNCTIVE RELIEF**

15  
16 Plaintiff Jason Slawson (“Mr. Slawson” or “Plaintiff” or “Representative Plaintiff”), on  
17 behalf of himself individually and others similarly situated, alleges as follows for his Complaint:

18 **I. INTRODUCTION**

19 1.1 Plaintiff brings this class action complaint against Defendant DOORDASH, Inc.  
20 (“DoorDash”) to redress DoorDash’s practices that blatantly violate the City of Seattle’s App-  
21 Worker Deactivation Rights Ordinance (SMC Chapter 8.40) (“Ordinance”). DoorDash’s  
22 practices fail to give DoorDash delivery workers legally required notices, records, evidence and  
23 process when summarily “deactivating” them from the DoorDash online-enabled worker  
24 platform or application (“app”) as defined in the Ordinance. More specifically, DoorDash fails  
25 to provide full, legally required notices upon deactivation, fails to provide deactivated workers  
26 full, legally required records and evidence pertaining to and/or supporting the deactivations, and  
27 thus fails to provide the full, legally required appeal process. Through practices common to the

1 putative class, DoorDash’s glaring disregard for Seattle’s app-worker-rights Ordinance illegally  
2 deprives Seattle DoorDash workers of their legally guaranteed due process — and their  
3 livelihoods. Plaintiff brings this action individually and on behalf of all similarly situated  
4 “covered app-based workers” of DoorDash, as defined in the Ordinance, to redress, remedy and  
5 cease DoorDash’s violations of the Ordinance and to recover damages and interest, liquidated  
6 damages, civil penalties and fines, and attorneys’ fees and costs.

## 7 II. PARTIES

8 2.1 Defendant DoorDash, Inc., is a Delaware corporation headquartered in San  
9 Francisco, California. It is a “covered network company” as defined in the City of Seattle’s  
10 App-Based Worker Deactivation Rights Ordinance, SMC 8.40 (“Ordinance”), because it is a  
11 corporation that uses an online-enabled application or platform to connect customers with app-  
12 based workers, present offers to app-based workers through a worker platform, and/or  
13 facilitates the provision of services for compensation by app-based workers, and it does not  
14 meet any exclusions enumerated in SMC 8.40.020.

16 2.2 Plaintiff Jason Slawson is an individual residing in King County, Washington,  
17 and British Columbia, Canada. He is a citizen of Washington state. Mr. Slawson was an  
18 independent contractor of DoorDash and a “covered app-based worker” under the Ordinance  
19 because at least 25 percent of his “completed offers,” *i.e.*, deliveries, for DoorDash, or offers  
20 cancelled with cause, involved performing services in Seattle while logged into DoorDash’s  
21 worker platform, and/or his app-based worker deactivation was related to an incident or  
22 incidents that occurred while performing services in Seattle for DoorDash. His access to the  
23 DoorDash application or worker platform (“app”) was “deactivated” as defined in the Ordinance  
24 after the effective date of the Ordinance, January 1, 2025, and while he was a covered app-based  
25 worker.  
26  
27

1 **III. JURISDICTION AND VENUE**

2 3.1 The Superior Court of Washington has jurisdiction pursuant to RCW 2.08.010.  
3 DoorDash employs independent contractors statewide, including in Seattle and King County,  
4 Washington, and the unlawful acts alleged herein have a direct effect on individuals who work  
5 and live in Washington, not only in Seattle. The Seattle ordinance is not limited to app-based  
6 workers who themselves reside in Seattle but includes any workers who meet the minimal  
7 definition of “covered app-based worker” as defined in the Ordinance and as described above  
8 for Mr. Slawson in paragraph 2.2, regardless of where they reside. Seattle is in King County,  
9 Washington.  
10

11 3.2 Venue is proper in King County pursuant to RCW 4.12.025 because DoorDash  
12 transacts business in Seattle and King County through its web-based delivery app.  
13

14 **IV. FACTS**

15 4.1 DoorDash is a publicly traded corporation that operates a world-dominating  
16 online-commerce platform in more than 40 countries. It holds a majority share, as much as 61  
17 percent, of the online-food-ordering and food-delivery market in the United States, and it has  
18 been rapidly expanding into delivering countless consumer products from the nation’s largest  
19 manufacturers and retailers, so much so that Forbes magazine and others have predicted  
20 DoorDash could be the “next Amazon.” DoorDash’s current market capitalization is about \$70  
21 billion. DoorDash reported nearly \$14 billion in revenue in 2025, with a 39-percent increase in  
22 total orders from the previous year.

23 4.2 DoorDash’s astronomical profits rely almost entirely on the labor of millions of  
24 individual people it calls “Dashers,” also commonly known as “app-based workers” or “gig  
25 workers,” who work as independent contractors to fulfill delivery orders through the DoorDash  
26 app using their own vehicles.  
27

1           4.3     DoorDash uses more than a hundred thousand “Dashers” in Washington. In any  
2 given week, thousands of them work in Seattle.

3           4.4     To become a Dasher, workers sign up with DoorDash through DoorDash’s  
4 proprietary online-enabled app and enter into an agreement with DoorDash governing the  
5 terms and conditions of use of its app.

6           4.5     Dashers are then presented through the app with “offers,” meaning online orders  
7 presented as an opportunity to perform services, *i.e.*, deliveries, for compensation that the  
8 Dasher may accept or reject. If accepted, the DoorDash app then directs the Dasher on strictly  
9 regimented delivery errands for DoorDash customers who placed the orders through the  
10 DoorDash app.

11          4.6     DoorDash originally became well-known for delivering restaurant-prepared  
12 takeout food. But DoorDash for several years has been rapidly growing customer access to non-  
13 restaurant retailers through its platform. DoorDash publicly advertises that “DoorDash isn’t just  
14 delivering food—it’s helping consumers shop for home improvement, beauty, sporting goods,  
15 and more.”

16          4.7     Over the past several years, DoorDash has been positioning itself to be a direct  
17 competitor or “disruptor” in the product-delivery-industry quest for “delivery of everything,”  
18 making it now much more like Amazon than the outdated stereotype of a local driver carting  
19 only locally produced takeout orders from mom-and-pop restaurants. Investment analysts now  
20 consider DoorDash a major player in the same on-demand and e-commerce space that Amazon  
21 and Amazon Flex inhabit.

22          4.8     Dasher orders regularly include mass-manufactured, convenience-store items  
23 such as packaged snacks, beverages and sundries.

24          4.9     For example, a Dasher in Seattle could accept an offer to pick up and deliver  
25 from a single 7-Eleven store (part of a Japanese-owned convenience-store chain headquartered  
26 in Irving, Texas) items such as Florida orange juice, California wine, beer from Colorado and  
27

1 Mexico, national-brand soft drinks, ice cream from Vermont, flavored corn chips made in  
2 Arizona and Georgia, and candy bars made in other states.

3 4.10 DoorDash orders in Seattle also can include a near-endless variety of  
4 merchandise from national retail stores, including but not limited to anything sold at large  
5 general-merchandise stores such as Target, Fred Meyer (Kroger), Walgreen's and Safeway,  
6 national-chain retailers such as DSW, American Eagle Outfitters, Office Depot, Total Wine &  
7 More, Old Navy, Victoria's Secret, Ulta Beauty and Sally Beauty, and big-name hardware  
8 stores such as Home Depot, Lowe's, and Ace Hardware, to name only a handful.

9 4.11 Many of these national retailers, such as Ace Hardware, Victoria's Secret, Old  
10 Navy, American Eagle Outfitters, Office Depot, Kroger, Total Wine, Ulta, Target, and Safeway  
11 manufacture their own proprietary merchandise and house-brand products, most, if not all of it,  
12 made in other countries or other states, to sell through their own stores under their own labels  
13 after transporting the goods to their retail outlets through their own interstate distribution  
14 systems. As such, these products are not purchased from other vendors or merchants in the  
15 traditional wholesale-retail sense.

16 4.12 For example, in Seattle a DoorDash customer can place DoorDash orders for  
17 such varied items as: an Ace-brand claw hammer from Ace Hardware (made in China for Ace  
18 Hardware); Victoria's Secret-brand pajamas from Victoria's Secret (imported by Victoria's  
19 Secret); an Old Navy-label shirt from Old Navy (imported by Old Navy); a store-brand laundry  
20 basket from Target that is made in another state only for Target; Safeway-brand olive oil from  
21 Safeway (packed in Spain using olive oils from Spain, Italy, Greece, Tunisia and Turkey);  
22 house-branded Kentucky bourbon from Total Wine (made exclusively for Total Wine); a host of  
23 Office Depot-brand office supplies from Office Depot; and Ulta-brand beauty products from  
24 Ulta Beauty.

25 4.13 One of DoorDash's selling points in its push into the "deliver-everything" space  
26 is that Dashers can pick up and deliver nationally distributed merchandise to a customer quite  
27

1 quickly instead of having to wait a day or two for Amazon, making Dashers no different than  
2 Amazon drivers in the flow of goods from factory to final consumer.

3 4.14 In order to use DoorDash to sell goods (to have a Dasher finish the pathway to  
4 the customer), a company must affirmatively sign up with DoorDash through its app by creating  
5 an account, choosing an order method and payment settings, adding menu items or products for  
6 sale (companies can integrate their own computerized inventory or “point-of-sale” systems with  
7 DoorDash), setting pricing and connecting a bank account with DoorDash to receive payment.

8 4.15 Once the business “goes live” on DoorDash, DoorDash then essentially becomes  
9 part of the business’ product-distribution and delivery system, facilitating the flow of goods and  
10 merchandise from factory to consumer.

11 4.16 National retailers that integrate DoorDash into their flow of goods from factory  
12 to consumer are evolving their supply chains away from old-fashioned models, in which  
13 individual “retail” outlets ordered products directly from individual manufacturers or vendors.  
14 The new, centralized and automated models now mirror the Amazon systems, with stores  
15 serving as warehouses and “fulfillment centers” that are mere way stops on the journey to the  
16 individual consumers who directly ordered the goods. Dashers, like Amazon Flex drivers, carry  
17 the products on the final leg.

18 4.17 For example, the shoe retailer DSW, which integrates DoorDash into its direct-  
19 to-customer commerce, uses a centralized distribution center in Ohio that uses a computerized  
20 “dynamic store inventory replenishment model” that restocks individual stores with  
21 merchandise based on individual consumer demand, a move away from traditional models in  
22 which each store individually ordered cases of each type of shoes directly from vendors in hope  
23 that customers will want to buy them.

24 4.18 In fact, DoorDash uses DSW in its own marketing as an example of DoorDash’s  
25 growing presence in national, as opposed to local, commerce and its partnership with the  
26 national retailers: “Whether consumers need a last-minute pair of heels, sneakers for a weekend  
27 getaway, or the perfect gift, DSW on DoorDash delivers style at speed.”

1           4.19    Such partnership is not limited to DSW. According to recent news coverage,  
2 DoorDash has an “expanding partner base” that includes Old Navy, Kroger, McDonald’s, and  
3 Ace Hardware among many others, which has “acted as a catalyst for growth, significantly  
4 broadening DoorDash’s reach and enhancing its service offerings.”

5           4.20    For example, DoorDash’s recent partnership with Old Navy to offer on-demand  
6 delivery of apparel nationwide is seen as symbiotic, boosting “Old Navy’s omnichannel reach”  
7 and DoorDash’s “growing retail delivery momentum.” The partnership means shoppers “can  
8 now quickly get family favorites like denim, activewear, and holiday Jingle Jammies,”  
9 according to a recent article.

10          4.21    Thus, for a partner company, such as Old Navy, Victoria’s Secret, or American  
11 Eagle Outfitters, that sells through its stores *only* products that it manufactures and transports  
12 itself, there is no break in the chain between a factory and fulfilling a consumer’s specific order.  
13 When a customer uses DoorDash to order such a product, the store serves the role of a  
14 “fulfillment center,” with a DoorDash Dasher providing the final hop in the interstate factory-to-  
15 consumer journey.

16          4.22    DoorDash has for several years publicly marketed itself as leading this evolving,  
17 modern, national/international flow of merchandise tailored to specific consumer orders:  
18 “Whether stocking up on groceries, sending a last-minute gift, or refreshing a wardrobe,  
19 DoorDash is making it easier than ever to shop from local businesses and national brands  
20 alike—all with the tap of a button.”

21           **A.     Dashing and Deactivation**

22          4.23    Dashers often work for relatively low pay. Dashers who work in Seattle are paid  
23 based on an app-worker minimum-pay ordinance. DoorDash pays an app-based worker who  
24 performs an “offer” in Seattle based on the engaged or “active time” spent and engaged miles  
25 travelled for that offer. In 2025, the required rate was 45 cents per engaged minute and 77 cents  
26 per engaged mile, with a minimum per-offer amount of only \$5.20. At the current (2026) rate, a  
27 Dasher who performs a single “offer” in Seattle that takes half an hour of “active” time to

1 complete and puts five “engaged,” or active, miles on his own car (and uses five miles worth of  
2 his own gas) will make about \$18.10. A typical Dasher will only get a few such “active time”  
3 offers in a shift of “Dash Time,” *i.e.*, the full amount of time spent logged into the DoorDash  
4 app. The Dasher does not get paid anything while logged into DoorDash but waiting for an  
5 offer. For example, a Dasher might record a “Dash Time” shift of 5.25 hours but only have 1.75  
6 hours of “Active Time” for which the Dasher is paid.

7 4.24 DoorDash rigorously monitors each Dasher’s performance and keeps track of  
8 certain metrics to make sure Dashers are following DoorDash’s lopsided independent-contractor  
9 agreement and the many harsh company policies collectively called a “service provider platform  
10 access policy.”

11 4.25 DoorDash enforces its uncompromising policies and heavy-handed standards  
12 through the practice of “deactivation,” which means blocking a Dasher’s access to the  
13 DoorDash app or changing the Dasher’s status to be ineligible to accept “offers,” *i.e.*, work for  
14 DoorDash.

15 4.26 For example, ordinarily, a Dasher can be deactivated simply by not maintaining  
16 an average customer rating of at least 4.2, *i.e.*, 4.2 “stars” out of five on the Dasher app,  
17 meaning any customer can endanger a Dasher’s livelihood for any reason, legitimate or not, by  
18 simply giving the Dasher less than a 4.2-star review.

19 4.27 Ordinarily, a Dasher can also be deactivated for failing to complete 90 percent of  
20 all accepted offers, regardless of whether the offer could not be completed due to circumstances  
21 completely out of the Dasher’s control.

22 4.28 Ordinarily, a Dasher can also be deactivated simply by failing to meet  
23 DoorDash’s vague “background check criteria,” regardless of whether it affects DoorDash’s  
24 safe and efficient operations.

25 4.29 As noted in paragraph 4.25, when a Dasher is deactivated, they no longer receive  
26 “offers” for deliveries and thus lose their ability to work for DoorDash and earn a living —  
27 DoorDash uses the euphemism “can’t dash.” DoorDash’s massive majority market share means

1 deactivation can cost a driver more than half his livelihood, even if they attempt to work for  
2 other app-based network companies.

3 4.30 DoorDash’s own reports to the City of Seattle shows hundreds upon hundreds of  
4 Seattle Dashers are deactivated every quarter — often dozen upon dozen per week.

5 **B. Seattle’s App-Based Worker Rights Ordinance**

6 4.31 The City of Seattle enacted an App-Based Worker Deactivation Rights  
7 Ordinance, Seattle Municipal Code (SMC) 8.40, to protect app-based workers from such  
8 unreasonable deactivations.

9 4.32 The Ordinance took effect January 1, 2025.

10 4.33 The Ordinance applies to DoorDash, *i.e.*, DoorDash is a “covered network  
11 company” under the Ordinance, because DoorDash operates in Seattle using its online app  
12 platform to connect customers with app-based workers (Dashers) and facilitates work performed  
13 by more than 250 such workers worldwide regardless of where those workers perform work.

14 4.34 An app-based worker is covered by the Ordinance if, during any previous 180-  
15 day period, at least 25 percent of their completed offers, or offers cancelled with cause, involved  
16 performing services in Seattle for a covered network company such as DoorDash.

17 4.35 An app-based worker is also covered by the Ordinance if the worker’s  
18 deactivation is related to an incident or incidents that occurred while performing services in  
19 Seattle for a covered network company such as DoorDash.

20 4.36 The Ordinance mandates that DoorDash “shall not subject” a covered app-based  
21 worker “to unwarranted deactivation.”

22 4.37 The Ordinance prohibits deactivations of covered workers that are not reasonably  
23 related to the network company’s safe and efficient operations.

24 4.38 For example, the Ordinance prohibits deactivations based on a “quantitative  
25 metric derived from aggregate customer rating,” *i.e.*, the number of rating “stars” a Dasher has.

1           4.39    As another example, the Ordinance prohibits deactivations that are based on  
2 failing to complete offers when such failures are “for cause,” *i.e.*, unforeseen circumstances or  
3 reasons that are the customer’s fault, among other things.

4           4.40    The Ordinance also prohibits deactivations based on background checks except  
5 in serious, strictly defined circumstances.

6           4.41    The Ordinance permits network companies such as DoorDash to deactivate  
7 workers for “egregious misconduct,” but “egregious misconduct” is specifically defined to  
8 include actions that truly and reasonably relate to the network company’s safe and efficient  
9 operations, such as assaulting or threatening people, or committing actual crimes as defined by  
10 state law.

11          4.42    “Egregious misconduct” does not include making late deliveries or being delayed  
12 by circumstances beyond the worker’s control, such as a busy restaurant or store resulting in a  
13 long wait to pick up an order.

14          4.43    “Egregious misconduct” does not include non-criminal moving violations such  
15 as exceeding the speed limit, unless the worker has genuinely accumulated more than three non-  
16 criminal moving violations or at-fault accidents in the previous three years.

17          4.44    Even more important, the Ordinance strictly requires DoorDash to follow  
18 specific steps when deactivating a covered app-based worker, *i.e.*, a covered Dasher, regardless  
19 of the purported reason for the deactivation.

20          4.45    The Ordinance requires DoorDash to “conduct a fair and objective investigation  
21 prior to deactivating an app-based worker” and to “demonstrate a fair and neutral view of facts  
22 collected.”

23          4.46    The Ordinance requires that DoorDash “must demonstrate by a preponderance of  
24 the evidence that the alleged violation of the network company’s policy or rule occurred.”

25          4.47    The Ordinance requires that deactivation must be proportionate to the alleged  
26 offense and account for mitigating circumstances such as the Dasher’s past work history with  
27 DoorDash.

1           4.48    The Ordinance requires that, except in a case of “egregious misconduct,” as  
2 specifically defined in the Ordinance and briefly discussed above in paragraphs 4.41-4.43,  
3 DoorDash shall provide a Dasher with written notice of an impending deactivation 14 days in  
4 advance, as well as on the effective day of deactivation.

5           4.49    Under the Ordinance, that written notice *shall* include written notice of *all* of the  
6 following:

7           (1) the specific reasons for deactivation, including which specific policy was violated,  
8 and the *specific* incident or pattern of incidents that violated the company’s policy.

9           (2) The effective date of deactivation

10          (3) Any and all records relied upon to substantiate deactivation

11          (4) The length of the deactivation

12          (5) A description of the steps an app-based worker can take to remedy the deactivation

13          (6) The app-based worker’s right to challenge the deactivation

14          (7) The network company’s process for challenging the deactivation, including methods  
15 for contacting the company to initiate a challenge.

16           4.50    Even when DoorDash deactivates a Dasher without 14-days’ notice by alleging  
17 “egregious misconduct,” the Ordinance still requires that the deactivated Dasher receive all of  
18 the required notices and records as listed above in paragraph 4.49 no later than the effective date  
19 of deactivation.

20           4.51    Additionally, the Ordinance mandates that DoorDash shall provide the covered  
21 Dasher with all the records the company relied upon to substantiate a deactivation. Those  
22 records shall include the specific dates, times and locations of the incidents supporting the  
23 deactivation and a copy of the evidence the company considered.

24           4.52    That mandatory provision of full records and evidence supporting the  
25 deactivation must include a certification by an actual individual at DoorDash with authority to  
26 reinstate the Dasher that the records and evidence are true and correct.

27           4.53    If DoorDash comes into possession of further records or evidence after  
deactivation, the Ordinance mandates that DoorDash shall provide them to the deactivated

1 Dasher no more than 14 days after the company receives the documents, evidence or  
2 information.

3 4.54 The Ordinance requires that DoorDash also must provide the deactivated Dasher  
4 with all records of the Dasher's challenge to the deactivation and the company's responses.

5 4.55 If the company fails to provide to the deactivated Dasher the above-discussed  
6 records, "there shall be a presumption, rebuttable by clear and convincing evidence," that the  
7 company violated the Ordinance, "for the relevant periods and for each app-based worker for  
8 whom records were not disclosed in a timely manner."

9 4.56 The Ordinance establishes specific rights to appeal or challenge a deactivation  
10 through an internal challenge procedure.

11 4.57 When a Dasher appeals or challenges a deactivation, the Ordinance requires that  
12 DoorDash provide a prompt written response that *must* include evidentiary substantiation of the  
13 deactivation and substantive responses to the questions or claims the Dasher made in  
14 challenging the deactivation.

15 4.58 The Ordinance also requires DoorDash to retain all records about compliance  
16 with the Ordinance for every covered app-based worker for three years.

17 4.59 The Ordinance provides a civil remedy for violating any provision of the  
18 Ordinance, including unpaid compensation, liquidated damages of up to twice the amount of  
19 unpaid compensation, civil penalties, fines, and interest.

20 4.60 The Ordinance provides a private right for "a person or class of persons," *i.e.*,  
21 covered Dashers, "that suffers an injury as a result of a violation" of the Ordinance to seek "a  
22 civil action in a court of competent jurisdiction" against DoorDash to recover unpaid  
23 compensation, liquidated damages of up to twice the amount of unpaid compensation, civil  
24 penalties, fines, attorney fees and costs, and interest.

25 4.61 The Ordinance specifically foresees class action for violating the Ordinance and  
26 specifies that "for purposes of determining class membership," two or more app-based workers  
27

1 are similarly situated if they performed services in Seattle for the same network company, allege  
2 one or more violations that raise similar questions of liability, and seek similar forms of relief.

3 4.62 The Ordinance mandates that app-based workers shall not be considered  
4 dissimilar solely because they seek damages of different amounts or have different job titles or  
5 classifications unrelated to the claims.

6 4.63 The Ordinance provides that “[a]ny waiver by an individual of *any provision*” of  
7 the Ordinance “shall be deemed contrary to public policy and shall be void and unenforceable.”

8 4.64 Despite the Ordinance’s strict limitations on deactivations and clear and  
9 unambiguous notice, records, evidence and due-process requirements for deactivated workers,  
10 deactivations of covered Seattle Dashers have continued at a high rate. DoorDash’s own reports  
11 to the City of Seattle show that the company has issued thousands of deactivations to covered  
12 Seattle Dashers since the Ordinance took effect on January 1, 2025. The same reports show that  
13 in the same period, DoorDash has reinstated only a minute percentage of deactivated drivers.

14 4.65 DoorDash’s own published instructions to deactivated drivers, including covered  
15 Seattle drivers, on how to appeal account deactivations contain no mention of receiving any  
16 notices, records or evidence as required in the Ordinance. The steps for appealing amount to  
17 this: A driver may type into the DoorDash app “why you believe your account was incorrectly  
18 deactivated” or in some circumstances fill out an online “appeal form” — and then wait to hear  
19 from DoorDash that either the appeal was “accepted” or “rejected.” Thus, DoorDash’s  
20 continued and existing appeal policies for *all* covered Seattle app-based workers violates the  
21 Ordinance.

22 4.66 DoorDash knows and has acknowledged that its deactivation practices violate the  
23 Ordinance. In April 2026, DoorDash agreed to an informal resolution with the City of Seattle’s  
24 Office of Labor Standards (OLS) wherein the office alleged that DoorDash failed to provide an  
25 unnamed individual deactivated worker with the notice, records, and process required by the  
26 Ordinance. To resolve the complaint, DoorDash agreed to reinstate the worker on the platform  
27 and to pay the worker civil penalties and fines.

1           **B. Jason Slawson**

2           4.67 Jason Slawson signed up as a Dasher in about 2020.

3           4.68 Slawson completed more than 4,700 deliveries for DoorDash.

4           4.69 In 2025, Slawson’s percentage of Seattle deliveries was consistently over 80  
5 percent, more than exceeding the 25-percent threshold to qualify Slawson as a “covered app-  
6 based worker” under the Ordinance.

7           4.70 Slawson was a dedicated, diligent and hard-working Dasher who placed great  
8 importance on keeping his ratings and other metrics high so DoorDash might reward him with  
9 first dibs on the most valuable offers and the most schedule flexibility. He was considered a  
10 “Platinum” level Dasher, the highest tier, with an 88-percent rate of accepting offers, a 99-  
11 percent rate of completing those offers, and his deliveries were on time or early 94 percent of  
12 the time. His customer ratings were nearly perfect, with 4.85 “stars.”

13           4.71 Slawson’s deliveries for DoorDash included mass-manufactured products from  
14 national-chain convenience stores. And he delivered merchandise from national retailers,  
15 including Office Depot, Target, Safeway, Total Wine & More, Ulta Beauty and Sally Beauty, all  
16 of which have their own store-brand products and proprietary labels in addition to selling a wide  
17 array of other nationally distributed merchandise.

18           4.72 On June 1, 2025, at the end of a five-hour nighttime shift of “Dash Time,”  
19 Slawson accepted a two-stop offer to pick up food from a restaurant and a couple of items from  
20 a 7-Eleven store in downtown Seattle, including a two-liter bottle of national-brand soda, to take  
21 to a customer in the Capitol Hill neighborhood.

22           4.73 Slawson drove his Kia hybrid to promptly pick up the restaurant order, but when  
23 he arrived at 7-Eleven, in one of Seattle’s most active nighttime areas, he found the store  
24 crowded with customers.

25           4.74 Nonetheless, Slawson waited diligently for around 20 minutes for the store clerks  
26 to complete the customer’s order.

1           4.75   Slawson then delivered the orders to the customer, completing the “offer,” and  
2 then he called it a night, returning home after midnight.

3           4.76   Before retiring for the night, Slawson opened his DoorDash app to see how much  
4 money he had made from his final delivery, which had been delayed through no fault of his  
5 own.

6           4.77   Instead, Slawson was greeted on the app by a large announcement, “Your  
7 account was deactivated.” The announcement included a red-and-white graphic of a circle with  
8 a line through it.

9           4.78   Slawson had not received any prior notice that DoorDash was considering or  
10 planning to deactivate him.

11          4.79   The announcement said only that Slawson had been deactivated at 1:02 a.m. on  
12 June 2, 2025, “due to a pattern of accepting orders and not attempting or proceeding with the  
13 delivery, causing the order to be cancelled,” notwithstanding that Slawson had completed his  
14 orders that night, including the last one, and had a 99-percent completion rate.

15          4.80   The announcement did not state or describe any specific instances that were part  
16 of this alleged “pattern.” It did not state any specific policy that Slawson had allegedly violated.  
17 It said only that Slawson had generally violated DoorDash’s voluminous independent-contractor  
18 agreement and lengthy “platform access policy.” The announcement included no  
19 documentation or evidence of any kind.

20          4.81   The announcement directed Slawson to a separate email from DoorDash.

21          4.82   The email notice was similarly uninformative and contained no records, evidence  
22 or documentation. It simply repeated that Slawson had been deactivated due to unspecified  
23 “continued, repeated instances” of failing to complete orders or providing unspecified “false  
24 information” — again notwithstanding Slawson’s 99-percent completion rate, near-perfect  
25 customer ratings, and his “Platinum” Dasher status.

26          4.83   The email notice did not specify or elaborate on the “instances” or “pattern of  
27 instances” that DoorDash was relying on to deactivate Slawson, as required by the Ordinance.

1           4.84    The email notice did not specify any length of the deactivation, as required by the  
2 Ordinance.

3           4.85    The email included no records or evidence whatsoever.

4           4.86    Instead of including a list of steps that Slawson could take to remedy the  
5 deactivation, the email notice provided only a link to “appeal your deactivation in the Dasher  
6 app.”

7           4.87    Slawson closed the app and went to sleep for the night. After sunup on June 2,  
8 2025, Slawson followed the link in the Dasher app as instructed and sent DoorDash a message  
9 challenging his deactivation.

10          4.88    Within mere *minutes*, at 7:48 a.m., DoorDash sent him an anonymous email from  
11 “no-reply@dash.doordash.com” (meaning there was no way for Slawson to respond) that said,  
12 “Unfortunately your appeal has been denied.”

13          4.89    The message absurdly claimed to be “following up with an update on your  
14 account review” even though Slawson had sent DoorDash his appeal message only minutes  
15 earlier. The anonymous message, which appeared to be an automatically generated form letter,  
16 simply repeated sparsely and vaguely that Slawson had been deactivated for unspecified  
17 “continued, repeated instances” of not delivering orders or allegedly providing unspecified  
18 “false information.” It contained no specifics whatsoever.

19          4.90    The message did not allege any specific acts or conduct by Slawson to warrant  
20 deactivation. It did not link any alleged conduct to a specific policy. It said that Slawson’s  
21 account would “remain deactivated,” without specifying a length of time, to “prevent”  
22 unspecified “continued economic harm.”

23          4.91    The message did not provide any information about what Slawson could do to  
24 further address his deactivation. The denial notice contained no other information, no evidence  
25 or documentation, and no substantive responses to anything Slawson had written to the  
26 company. It faulted *Slawson* for failing to provide “substantive information in your appeal  
27

1 determination” that he had submitted literally minutes earlier without the benefit of having any  
2 specifics, documents or evidence from DoorDash to know what the deactivation was based  
3 upon.

4 4.92 The appeal-denial notice did not contain any contact information or the names of  
5 any human beings at DoorDash who held his fate in their hands. It simply ended, “While we  
6 understand that this is not the result you were hoping for, thank you for your understanding as  
7 we work to maintain a positive and safe experience for all users of the platform. Sincerely, The  
8 DoorDash Operations Team.”

9 4.93 The following day, on June 3, 2025, Slawson attempted to email DoorDash to  
10 plead for his account to be reactivated, pointing out his very high metrics and no history of low  
11 customer ratings, failed deliveries or other violations. He got no response.

12 4.94 Finally, out of frustration, Slawson contacted the Seattle Office of Labor  
13 Standards (OLS). In July 2025, only after the OLS contacted DoorDash, a real person at  
14 DoorDash emailed Slawson and then spoke with him on the telephone.

15 4.95 During this telephone conversation, DoorDash announced for the first time an  
16 alleged reason for Slawson’s deactivation that was entirely different than the one DoorDash  
17 vaguely asserted in the initial notice and appeal denial. DoorDash now claimed, preposterously,  
18 that its records showed that Slawson had been driving his Kia Niro hybrid — a compact sedan  
19 with a maximum speed of just over 100 mph — more than *300 miles per hour* during his in-city  
20 deliveries. Absurdly, DoorDash also claimed he had been in *Germany* and somehow falsified  
21 Seattle deliveries. As with his initial appeal denial, DoorDash provided no written records,  
22 evidence or substantiation of any kind.

23 4.96 Even with this new ludicrous allegation, DoorDash agreed to reactivate Slawson.

24 4.97 Slawson by this time had been deactivated from DoorDash for more than a  
25 month, losing thousands of dollars of income.

1 4.98 However, disgusted by his unfair, patently illegal and humiliating experience  
2 with a company he once had been so eager to help succeed, Slawson did not resume performing  
3 work for DoorDash and does not intend to resume working for DoorDash.

4 4.99 DoorDash has never sent Slawson any records of his appeal, including his initial  
5 challenge and DoorDash's responses.

6 4.100 At no time has DoorDash ever provided Slawson with any records that it relied  
7 upon to substantiate his deactivation, including the dates, times and locations of the supposed  
8 incidents that it relied on to allege a "pattern" of violations — or any evidence or documentation  
9 of any kind.

10 4.101 On information and belief, including but not limited to the facts asserted in  
11 paragraphs 4.64, 4.65 and 4.66, other DoorDash workers in Seattle have similarly suffered  
12 deactivations in violation of the notice, records, evidence and process requirements of the  
13 Ordinance.

## 14 V. CLASS ALLEGATIONS

15 5.1 Plaintiff brings this action on his own behalf, as well as on behalf of all other  
16 similarly situated DoorDash app-based workers.

17 5.2 Plaintiff's proposed class is defined as follows:

18 All independent delivery contractors ("Dashers" or "app-based workers") for DoorDash,  
19 Inc., or related entities, whose access to DoorDash's worker platform ("app") was  
20 deactivated during the time period dating from January 1, 2025, through the date of  
21 certification of the class and either (1) during the 180 days preceding the deactivation,  
22 at least 25 percent of their completed offers, or offers cancelled with cause, involved  
performing services in Seattle for DoorDash, or (2) the deactivation was related to an  
incident or incidents that occurred while performing services in Seattle for DoorDash.

23 5.3 All of the members of the class are collectively referred to as "Class Members."  
24 As used in this Complaint, the "relevant time period" is from January 1, 2025, until certification  
25 of the class.

26 5.4 As enumerated above, DoorDash engaged in common acts, practices and policies  
27 that violated the Representative Plaintiff's and Class Members' rights under the Seattle App-

1 Based Workers Deactivation Rights Ordinance (Seattle Municipal Code 8.40). Accordingly,  
2 Representative Plaintiff seeks certification of the proposed class under CR 23.

3 5.5 The Ordinance, specifically SMC 8.40.230, provides a private right of action to  
4 “[a]ny person or class of persons that suffers an injury as a result of a violation of” the  
5 Ordinance.

6 5.6 Plaintiff’s class claims satisfy all the requirements for class action certification  
7 pursuant to the Civil Procedure Rules 23(a) and 23(b)(1), 23(b)(2), and 23(b)(3). There is a  
8 well-defined community of interest in the litigation and the Class Members are readily  
9 ascertainable.

10 a. Numerosity: The Class is so numerous that joinder of all Class Members is  
11 neither feasible nor practical. The membership of the class is unknown to Plaintiff at this  
12 time. However, based on Plaintiff’s investigation, on information and belief, and the  
13 facts alleged in paragraphs 4.64, 4.65 and 4.66, the number of class members is  
14 reasonably estimated to exceed 100 persons, and is probably much higher. The identity  
15 of Class Members is readily ascertainable from DoorDash’s business records.

16 b. Typicality: Representative Plaintiff’s claims are typical of those of the other  
17 Class Members because:

18 i. Plaintiff is a member of the class. Jason Slawson was an independent delivery  
19 contractor (“Dasher” or “app-based worker”) for DoorDash, Inc., or related  
20 entities, whose access to DoorDash’s worker platform (“app”) was  
21 deactivated during the time period dating from January 1, 2025 through the  
22 date of certification of the class and either (1) during the 180 days preceding  
23 the deactivation, at least 25 percent of his completed offers, or offers  
24 cancelled with cause, involved performing services in Seattle for DoorDash,  
25 or (2) the deactivation was related to an incident or incidents that occurred  
26 while performing services in Seattle for DoorDash.  
27

- 1 ii. Plaintiff's claims stem from the same practices or course of conduct that  
2 forms the basis of the class claims.
- 3 iii. All of the Class Members' claims are based on the same legal theories.
- 4 iv. There is no antagonism between Representative Plaintiff's interests and the  
5 Class Members, because their claims are for damages and penalties provided  
6 to each individual by the Ordinance.
- 7 v. The injuries that Representative Plaintiff suffered are similar to the injuries  
8 that the Class Members suffered and continue to suffer, and they are  
9 relatively small compared to the expenses and burden of individual  
10 prosecutions of this litigation.
- 11 vi. The Ordinance, specifically SMC 8.40.230, provides that for purposes of  
12 determining membership within a class of persons entitled to bring an action  
13 under this Section 8.40.230, two or more app-based workers are similarly  
14 situated if they (1) performed services in Seattle for the same network  
15 company or network companies, whether concurrently or otherwise, at some  
16 point during the applicable statute of limitations period; (2) Allege one or  
17 more violations that raise similar questions as to liability; and (3) Seek  
18 similar forms of relief. All of the Class Members are covered app-based  
19 workers for DoorDash and allege one or more violations of the Ordinance  
20 that raise similar questions of liability, including
- 21 a. Whether DoorDash's deactivation policies and practices  
22 violate the Ordinance's notice requirements,
- 23 b. Whether DoorDash's deactivation policies and practices  
24 violate the Ordinance's records requirements,
- 25 c. Whether DoorDash's deactivation policies and practices  
26 violate the Ordinance's evidence requirements, and  
27

1 d. Whether DoorDash's deactivation policies and practices  
2 violate the Ordinance's appeal requirements,  
3 and they seek similar forms of relief.

4 c. Adequacy: Representative Plaintiff will fairly and adequately protect the interests  
5 of the Class because:

- 6 i. There is no conflict between Representative Plaintiff's claims and those of  
7 the other Class Members.
- 8 ii. Representative Plaintiff acknowledges that he has an obligation to make  
9 known to the Court any relationship, conflicts, or differences with any Class  
10 Member.
- 11 iii. Representative Plaintiff agrees to actively participate in the case and protect  
12 the interests of the putative Class Members.
- 13 iv. Representative Plaintiff has retained counsel experienced in handling  
14 employment and consumer-protection class actions who have already  
15 devoted substantial time and resources to investigating the Class Members'  
16 claims and who will vigorously prosecute this litigation.
- 17 v. Representative Plaintiff's claims are typical of the claims of Class Members  
18 in that his claims stem from the same practice and course of conduct that  
19 forms the basis of the class claims.

20 d. Superiority: Class action adjudication is superior to other methods of  
21 adjudication for at least the following reasons:

- 22 i. The common questions of law and fact described below predominate over  
23 questions affecting only individual members, and the questions affecting  
24 individuals primarily involve calculations of individual damages.
- 25 ii. The prosecution of separate actions by the Class Members could either result  
26 in inconsistent adjudications establishing incompatible or inconsistent  
27 vindication of rights under the Ordinance or, as a practical matter, dispose of

1 the legal claims of Class Members who are not parties to such separate  
2 adjudications.

3 iii. Individual Class Members would have little interest in controlling the  
4 litigation due to the relatively small size of most claims, and because  
5 Representative Plaintiff and his attorneys will vigorously pursue the claims  
6 on behalf of the Class Members.

7 iv. A class action will be an efficient method of adjudicating the claims of the  
8 Class Member employees.

9 e. Public Policy Considerations: Businesses contracting as “network companies” in  
10 Seattle, Washington, regularly violate the Ordinance by illegally deactivating covered  
11 app-based workers. The value of individual claims is often small as compared with the  
12 relative cost of litigation. Current covered app-based workers are often afraid to assert  
13 their rights out of fear of retaliation. Class actions provide putative Class Members who  
14 are not named in the Complaint with a type of anonymity that allows for the vindication  
15 of their rights while at the same time protection of their privacy. Additionally, the  
16 Ordinance, specifically SMC 8.40.230, guarantees class action “in a court of competent  
17 jurisdiction” to remedy violations of the Ordinance’s notice, records, and process  
18 requirements, and the Ordinance, specifically SMC 8.40.233, demands that “any waiver  
19 by an individual of *any provisions*” of the Ordinance “shall be deemed contrary to public  
20 policy and shall be void and unenforceable.”

21 f. Predominance: There are questions of law and fact common to the Class  
22 Members, which predominate over any issues involving only individual class members,  
23 including

24 i. Whether DoorDash’s deactivation policies and practices violate the  
25 Ordinance’s notice requirements,

26 ii. Whether DoorDash’s deactivation policies and practices violate the  
27 Ordinance’s records requirements,

1                   iii. Whether DoorDash’s deactivation policies and practices violate the  
2                                   Ordinance’s evidence requirements, and

3                   iv. Whether DoorDash’s deactivation policies and practices violate the  
4                                   Ordinance’s appeal requirements.

5  
6                   **VI. FIRST CAUSE OF ACTION – VIOLATION OF SEATTLE’S APP-BASED  
7                   WORKER DEACTIVATION RIGHTS ORDINANCE (SEATTLE MUNICIPAL  
8                   CODE 8.40)**

9                   **(On behalf of Representative Plaintiff and on behalf of the Class)**

10                  6.1       Representative Plaintiff realleges paragraphs 1.1 through 5.6 of the Complaint  
11                  and hereby incorporates the same by reference.

12                  6.2       Representative Plaintiff and Class Members were covered app-based workers as  
13                  defined in Seattle Municipal Code (SMC) 8.40.020 and 8.40.030.

14                  6.3       DoorDash meets the definition of a network company in SMC 8.40.020 and does  
15                  not fall within any of the exclusions contained in SMC 8.40.020.

16                  6.4       Representative Plaintiff and Class Members performed services for DoorDash  
17                  via DoorDash’s worker platform as defined in SMC 8.40.020 on or after January 1, 2025.

18                  6.5       On or after January 1, 2025, DoorDash deactivated Representative Plaintiff’s and  
19                  Class Members’ access to DoorDash’s worker platform as defined in SMC 8.40.020.

20                  6.6       DoorDash’s deactivation of Representative Plaintiff and Class Members violated  
21                  the Ordinance’s notice, records, and process requirements as guaranteed in SMC 8.40.040,  
22                  8.40.050, 8.40.060, 8.40.070 and 8.40.080.

23                  6.6       DoorDash’s failure to disclose adequate records to Representative Plaintiff and  
24                  Class Members creates a substantive legal presumption under SMC 8.40.080(G) that DoorDash  
25                  violated SMC 8.40 for the relevant periods.

26                  6.7       Representative Plaintiff and Class Members suffered injury as a result of  
27                  violation(s) of the Ordinance.



- 1 H. Reasonable attorneys' fees and costs pursuant to SMC 8.40.230; and  
2 I. Whatever further and additional relief the court shall deem just and  
3 equitable.

4 Respectfully submitted this 15th day of June, 2026.

5 /s/ Ian Ith

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