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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN FRANCISCO

13 THE PEOPLE OF THE STATE OF
14 CALIFORNIA,

15 Plaintiff,

16 v.

17 DOORDASH, INC.,

18 Defendant.

FILED

Superior Court of California
County of San Francisco

FEB 22 2024

CLERK OF THE COURT

BY: *[Signature]*
Deputy Clerk

Case No. *CGC-24-612520*

~~PROPOSED~~ FINAL JUDGMENT AND
PERMANENT INJUNCTION

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20 Plaintiff, the People of the State of California ("the People"), appearing through its attorney,
21 Rob Bonta, Attorney General of the State of California, by Deputy Attorneys General Jessica Wang,
22 Amos Hartston, Maneesh Sharma, Rosailda Perez and Supervising Deputy Attorney General Stacey
23 D. Schesser, and Defendant DoorDash, Inc. ("Defendant"), appearing through its attorneys, Ashlie
24 Beringer and Cassandra Gaedt-Sheckter, of Gibson, Dunn & Crutcher LLP, having stipulated to the
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1 entry of this Final Judgment and Permanent Injunction (“Judgment”) by the Court without the
2 taking of proof and without trial or adjudication of any fact or law, without this Judgment
3 constituting evidence of or an admission by Defendant regarding any issue or law or fact alleged in
4 the Complaint on file, and without Defendant admitting any liability, and with all parties having
5 waived their right to appeal, and the Court having considered the matter and good cause appearing:

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

7 **I. PARTIES AND JURISDICTION**

8 1. This Court has jurisdiction over the allegations and subject matter of the People’s
9 Complaint filed in this action, and the parties to this action; venue is proper in this County; and this
10 Court has jurisdiction to enter this Judgment. This Judgment is entered pursuant to and subject to
11 the California Consumer Privacy Act of 2018, Civil Code section 1798.100 et seq., and any
12 subsequent amendments (“CCPA”).

13 **II. DEFINITIONS**

14 The following terms in this Judgment shall have these meanings:

15 2. CLEARLY AND CONSPICUOUSLY means that a required disclosure is easily
16 noticeable and easily understandable by ordinary people.

17 3. CONSUMER has the same meaning as provided in Civil Code section 1798.140,
18 subdivision (i).

19 4. CONTRACTOR has the same meaning as provided in Civil Code section 1798.140,
20 subdivision (j).

21 5. EFFECTIVE DATE means the date this Judgment is entered.

22 6. MARKETING AND RELATED SERVICES refers to services related to
23 “advertising and marketing” as defined in Civil Code section 1798.140, subdivision (a), and
24

1 includes, without limitation, cross-context behavioral advertising and participation in a
2 MARKETING CO-OPERATIVE.

3 7. MARKETING CO-OPERATIVE refers to where at least two unrelated business
4 entities contribute the PERSONAL INFORMATION of CONSUMERS for the purpose of
5 advertising their own products to CONSUMERS using PERSONAL INFORMATION contributed
6 by other participating business entities.

7 8. NOTICE AT COLLECTION means the notice given to a CONSUMER at or before
8 the point at which a business collects PERSONAL INFORMATION from the CONSUMER as
9 required by Civil Code section 1798.100, subdivision (a), which may be included in a privacy
10 policy, where applicable, as permitted by implementing regulations.

11 9. PERSONAL INFORMATION has the same meaning as provided in Civil Code
12 section 1798.140, subdivision (v), which includes the definition of “unique identifier” or “unique
13 personal identifier” as set forth in Civil Code section 1798.140, subdivision (aj).

14 10. SALE or SELL has the same meaning as provided in Civil Code section 1798.140,
15 subdivision (ad).

16 11. SERVICE PROVIDER has the same meaning as provided in Civil Code section
17 1798.140, subdivision (ag).

18 12. SHARE has the same meaning as provided in Civil Code section 1798.140,
19 subdivision (ah).

20 13. THIRD PARTY has the same meaning as provided in Civil Code section 1798.140,
21 subdivision (ai).

22 **III. INJUNCTIVE PROVISIONS**

23 14. Nothing in this Judgment alters the requirements of state or federal law to the extent
24 they offer greater protection to CONSUMERS.

15. This judgment and the injunctive provisions of this Judgment shall apply to conduct within the United States and any collection or use of the PERSONAL INFORMATION of California residents by: (a) Defendant, (b) its directors, officers, and employees; (c) its subsidiaries and affiliated entities; and (d) its successors and the assigns of all or substantially all of the assets of its businesses.

COMPLIANCE WITH LAW

16. Defendant shall comply with the following provisions of the CCPA and its implementing regulations: Civil Code sections 1798.100, 1798.115, 1798.120, 1798.130, and 1798.135, and California Code Regulations title 11, sections 7010, 7011, 7012, 7013, 7024-7026, and 7050-7053. Defendant shall also comply with updates and modifications to the CCPA regulations related to these laws and implementing regulations.

17. Defendant shall comply with the California Online Privacy Protection Act (“CalOPPA”), Business and Professions Code section 22575 *et seq.*, in connection with privacy policy disclosures.

18. To the extent Defendant SELLS and/or SHARES PERSONAL INFORMATION, including, without limitation, through participation in a MARKETING CO-OPERATIVE, Defendant shall provide notice of such SELLING and/or SHARING to CONSUMERS in its privacy policy as required by Civil Code section 1798.130, subdivision (a)(5) and by Business and Professions Code section 22575, and in its NOTICE AT COLLECTION. Defendant shall:

a. Include in its privacy policy and NOTICE AT COLLECTION a list of the categories of PERSONAL INFORMATION that Defendant has collected about CONSUMERS and SOLD and/or SHARED in the preceding 12 months; and

b. Explain in its privacy policy and NOTICE AT COLLECTION that CONSUMERS have the right to opt-out of the SALE and/or SHARING of their PERSONAL INFORMATION.

19. To the extent Defendant SELLS and/or SHARES PERSONAL INFORMATION, including, without limitation, through participation in a MARKETING CO-OPERATIVE, Defendant shall provide the required methods to opt-out of the SALE and/or SHARING of PERSONAL INFORMATION or shall otherwise comply with Civil Code section 1798.135.

20. To the extent Defendant participates in a MARKETING CO-OPERATIVE, Defendant shall CLEARLY AND CONSPICUOUSLY state in its privacy policy and NOTICE AT COLLECTION that Defendant SELLS and/or SHARES PERSONAL INFORMATION by participating in a MARKETING CO-OPERATIVE in which other businesses may advertise their own products to the CONSUMER using PERSONAL INFORMATION collected and either SHARED and/or SOLD by Defendant.

COMPLIANCE PROGRAM

21. Within 180 days of the EFFECTIVE DATE, and for a period of three (3) years thereafter, Defendant shall implement and maintain a compliance program to: (1) assess and monitor whether it is SELLING and/or SHARING the PERSONAL INFORMATION of CONSUMERS, including without limitation for MARKETING AND RELATED SERVICES or to providers of analytics or measurement services, utilizing technical and operational controls, and, (2) if so, evaluate whether it is effectively providing CONSUMERS with the required notices, including in its privacy policy and NOTICE AT COLLECTION, and the right to opt-out.

22. Defendant shall document its compliance program in writing, including its policies and procedures and the technical and operational controls implemented and utilized for assessing

1 and monitoring whether it is SELLING and/or SHARING the PERSONAL INFORMATION of
2 CONSUMERS, which shall at minimum include:

3 a. A detailed description of its review and evaluation of contracts with
4 SERVICE PROVIDERS and CONTRACTORS who provide MARKETING AND RELATED
5 SERVICES or who provide analytics or measurements services to ensure compliance with CCPA
6 requirements, including Civil Code section 1798.100, subdivision (d), Civil Code section 1798.140,
7 subdivisions (j) or (ag), and any implementing regulations;

8 b. A detailed description of the technical and operational controls implemented
9 related to assessing CCPA compliance for SERVICE PROVIDERS and CONTRACTORS who
10 provide MARKETING AND RELATED SERVICES or who provide analytics or measurements
11 services, including, without limitation, a description of any diligence undertaken or completed by
12 Defendant;

13 c. The name and description of any MARKETING CO-OPERATIVE(S)
14 Defendant participates in after the EFFECTIVE DATE and what PERSONAL INFORMATION
15 Defendant SHARES or SELLS in connection with such MARKETING CO-OPERATIVE(S),
16 together with a copy of any contracts related to such MARKETING CO-OPERATIVE(S); and

17 d. To the extent Defendant SELLS and/or SHARES the PERSONAL
18 INFORMATION of CONSUMERS in connection with MARKETING AND RELATED
19 SERVICES or who provide analytics or measurements services, a description of:

20 i. How its existing privacy policy and NOTICE AT COLLECTION
21 sufficiently disclose to CONSUMERS its SALE and SHARING practices, including any
22 modification(s) from its previous effective policy to disclose any changes to the categories of
23 PERSONAL INFORMATION it SELLS and/or SHARES or categories of THIRD PARTIES to
24 whom it SELLS and/or SHARES the PERSONAL INFORMATION of CONSUMERS; and

ii. The methods Defendant provides or otherwise uses for consumers to opt-out of any such SALE and/or SHARING of PERSONAL INFORMATION, including how its methods sufficiently disclose and enable the right to opt-out with respect to any such SALE and/or SHARING of PERSONAL INFORMATION, and describing any modification(s) from its previous methods of disclosing and enabling consumers to opt-out.

CERTIFICATION OF COMPLIANCE TO THE ATTORNEY GENERAL

23. Within 180 days of the EFFECTIVE DATE, and annually for a period of three (3) years thereafter, Defendant shall provide a certification to the California Attorney General's Office (i) affirming that Defendant is in compliance with this Judgment and has implemented and is maintaining a compliance program consistent with the requirements set forth in Paragraphs 21 and 22; (ii) summarizing Defendant's compliance program; and (iii) confirming whether or not Defendant has participated in a MARKETING CO-OPERATIVE since the EFFECTIVE DATE.

24. Within forty-five (45) days of receipt of a written request from the California Attorney General's Office, Defendant shall submit additional information concerning its compliance with this Judgment, its compliance program set forth in Paragraphs 21 and 22, and/or any participation in any MARKETING CO-OPERATIVE. These provisions shall not in any way limit the Attorney General's rights with respect to investigation and enforcement of potential violations of this Judgment or controlling law.

25. To the full extent permitted by the laws of the State of California, the California Attorney General's Office shall treat all certifications, reviews, and sharing of information pursuant to this Judgment confidentially and as exempt from disclosure under the relevant public records laws.

1 **IV. MONETARY PROVISIONS**

2 26. No later than thirty (30) days after the EFFECTIVE DATE, Defendant shall pay the
3 Attorney General the amount of \$375,000 pursuant to Section 1798.199.90 of the Civil Code.
4 Payment shall be made by wire transfer pursuant to instructions provided by the California Attorney
5 General's Office.

6 27. Except as otherwise expressly provided herein, each party shall bear its own
7 attorneys' fees and costs.

8 **V. RELEASE**

9 28. By entry of this Judgment and following full payment of the amount due as set forth
10 in Paragraph 26, Defendant and its directors, officers, employees, subsidiaries, affiliated entities,
11 and successors are released and discharged only from and against any and all claims by the People
12 arising under the CCPA and CalOPPA in connection with the conduct set forth in the notices of
13 alleged CCPA non-compliance and from all causes of action alleged in the Complaint in this matter.

14 **VI. ADDITIONAL GENERAL PROVISIONS**

15 29. This Court retains jurisdiction of this matter for purposes of construction,
16 modification, and enforcement of this Judgment.

17 30. Nothing in this Judgment shall be construed as relieving Defendant of its obligations
18 to comply with all state and federal laws, regulations, or rules, or as granting permission to engage
19 in any acts or practices prohibited by such law, regulation, or rule.

20 31. Defendant shall use reasonable efforts to notify its officers, directors, employees,
21 agents, and contractors responsible for carrying out and effecting the terms of this Judgment of this
22 Judgment and the requirements therein.

23 32. Notices and reports under this Judgment shall be served by email and regular mail as
24 follows:

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To Defendant or Defendant's counsel:

33. This Judgment shall take effect immediately upon entry thereof.

34. The clerk is directed to enter this Judgment forthwith.

ORDERED AND ADJUDGED at San Francisco, California, this 22 day of February, 2024.

Judge of the Superior Court

RICHARD ULMER