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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
02/21/2024
Clerk of the Court
BY: JUDITH NUNEZ
Deputy Clerk

[EXEMPT FROM FILING FEES
PURSUANT TO GOVERNMENT
CODE SECTION 6103]

10 *Attorneys for the People of the State of California*

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

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14
15 **THE PEOPLE OF THE STATE OF
CALIFORNIA,**

16 Plaintiff,

17 v.

18
19 **DOORDASH, INC.,**

20 Defendant.

Case No. CGC-24-612520

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

(CIV. CODE, § 1798.100 *et seq.*;
BUS. & PROF. CODE, § 22575 *et seq.*)

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22 This Stipulation for Entry of Final Judgment and Permanent Injunction (“Stipulation”) is
23 entered into by Plaintiff, the People of the State of California (“the People”), appearing through
24 its attorney, Rob Bonta, Attorney General of the State of California, by Deputy Attorneys General
25 Jessica Wang, Amos Hartston, Maneesh Sharma, and Rosailda Perez and Supervising Deputy
26 Attorney General Stacey Schesser, and Defendant DoorDash, Inc. (“DoorDash”), appearing
27
28

1 through its attorney Ashlie Beringer of Gibson, Dunn & Crutcher LLP. For purposes of this
2 Stipulation, the People and DoorDash shall be referred to collectively as the “Parties.”

3 **The Parties stipulate as follows:**

4 1. This Court has jurisdiction of the subject matter hereof and the Parties to this
5 Stipulation.

6 2. Concurrently with the filing of this Stipulation, the People have filed their
7 Complaint in this matter alleging that DoorDash committed violations of the California
8 Consumer Privacy Act of 2018, Civil Code section 1798.100 *et seq.* (“CCPA”), and the
9 California Online Privacy Protection Act of 2003, Business & Professions Code section 22575
10 *et seq.* (“CalOPPA”).

11 3. The Parties have agreed to resolve these allegations contained in the People’s
12 complaint by entering into the Final Judgment and Permanent Injunction (“Judgment”), a true
13 and correct copy of which is attached hereto as Exhibit A.

14 4. The Judgment may be entered by any judge of the San Francisco County
15 Superior Court.

16 5. The People may submit the Judgment to any judge of the superior court for
17 approval and signature, based on this Stipulation, during the court’s *ex parte* calendar or on any
18 other *ex parte* basis. The People gave notice to DoorDash, and both Parties intend to appear at
19 the *ex parte* hearing.

20 6. The Parties hereby waive their right to move for a new trial or otherwise seek to
21 set aside the Judgment through any collateral attack, and further waive their right to appeal
22 from the Judgment.

23 7. The Parties each agree that this Court shall retain jurisdiction for the purposes
24 specified in the Judgment.

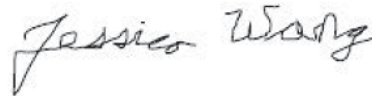
25 8. DoorDash will accept service of any Notice of Entry of Judgment and any other
26 documents or filings entered in this action by delivery of such notice to its counsel of record by
27 electronic service. DoorDash agrees that electronic service of the Notice of Entry of Judgment
28 will be deemed personal service upon it for all purposes.

1 9. The individuals signing below represent that they have been authorized by
2 the parties they represent to sign this Stipulation.

3 10. This Stipulation may be executed in counterparts, and the Parties agree that a
4 facsimile or scanned PDF signature shall be deemed to be, and shall have the full force and
5 effect as, an original signature.

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7 Dated: 2/13/24

ROB BONTA
Attorney General of California



Jessica Wang
Deputy Attorney General
*Attorneys for The People of the State of
California*

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14 Dated: 2-12-24

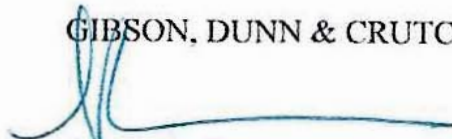
DOORDASH, INC.



Gregg Farano
Vice President and Deputy General
Counsel

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20 Dated: February 12, 2024

GIBSON, DUNN & CRUTCHER LLP



Ashlie Beringer
Gibson, Dunn & Crutcher LLP
Attorneys for DoorDash, Inc.
310 University Ave.
Palo Alto, CA 94301-1744
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Exhibit A

1 ROB BONTA
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10 *Attorneys for The People of the State of California*

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF SAN FRANCISCO

13 **THE PEOPLE OF THE STATE OF**
14 **CALIFORNIA,**

Plaintiff,

15
16 v.

17 **DOORDASH, INC.,**

18 Defendant.

Case No.

**[PROPOSED] FINAL JUDGMENT AND
PERMANENT INJUNCTION**

19
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

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**.

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

6 **COMPLIANCE WITH LAW**

7 16. Defendant shall comply with the following provisions of the CCPA and its
8 implementing regulations: Civil Code sections 1798.100, 1798.115, 1798.120, 1798.130, and
9 1798.135, and California Code Regulations title 11, sections 7010, 7011, 7012, 7013, 7024-7026,
10 and 7050-7053. Defendant shall also comply with updates and modifications to the CCPA
11 regulations related to these laws and implementing regulations.

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

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

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

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 the People or People’s counsel:

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To Defendant or Defendant’s counsel:

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- 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 ____ day of February, 2024.

Judge of the Superior Court