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

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

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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF SAN FRANCISCO  
15 UNLIMITED JURISDICTION

16 **THE PEOPLE OF THE STATE OF**  
17 **CALIFORNIA,**  
18  
19 **v.**  
20 **DOORDASH, INC.,**  
21  
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Case No.

Plaintiff,

**COMPLAINT FOR INJUNCTION, CIVIL  
PENALTIES, AND OTHER EQUITABLE  
RELIEF**

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

Defendant.

23  
24 The People of the State of California, by and through Rob Bonta, Attorney General of the  
25 State of California (the “People”), bring this action against Defendant DoorDash, Inc.  
26 (“DoorDash”) for violations of the California Consumer Privacy Act of 2018, Civil Code section  
27 1798.100 *et seq.* (“CCPA”), and the California Online Privacy Protection Act of 2003, Business  
28

1 & Professions Code section 22575 *et seq.* (“CalOPPA”) based on DoorDash’s sale of consumer  
2 personal information without providing consumers notice or an opportunity to opt-out of the sale.

3 The People allege the following facts based on investigation, information, or belief:

4 **PARTIES**

5 1. Plaintiff is the People of the State of California. The People bring this action by  
6 and through Rob Bonta, Attorney General.

7 2. Defendant DoorDash, Inc. is a Delaware corporation with its principal place of  
8 business in San Francisco, California.

9 **JURISDICTION AND VENUE**

10 3. DoorDash has conducted and continues to conduct business within the State of  
11 California, including the City and County of San Francisco, at all times relevant to this complaint.  
12 The violations of law described herein were committed or occurred in the City and County of San  
13 Francisco and elsewhere in the State of California.

14 **DEFENDANT’S BUSINESS ACTS AND PRACTICES**

15 4. DoorDash operates a website and mobile application through which consumers  
16 may order food delivery. As part of its service, DoorDash collects the personal information of its  
17 customers such as name, address, and transaction history.

18 5. As relevant here, DoorDash sold the personal information of its California  
19 customers without providing notice or an opportunity to opt-out of that sale in violation of the  
20 CCPA and CalOPPA. Beginning in 2018, DoorDash was a member of two marketing co-  
21 operatives (“marketing co-op”), where unrelated businesses contribute the personal information  
22 of their customers for the purpose of advertising their own products to customers from the other  
23 participating businesses. The marketing co-op then combines, analyzes, and uses the information  
24 to target mailed advertisements to potential new customers on behalf of participating businesses.

25 6. DoorDash sent the personal information of its California customers to a marketing  
26 co-op in exchange for the opportunity to send mailed advertisements to customers of the other  
27 participating businesses. This is a sale of personal information under the CCPA. But DoorDash  
28 failed to comply with CCPA’s requirements for businesses that sell personal information. It also

1 violated CalOPPA by failing to state in its posted privacy policy that it disclosed personally  
2 identifiable information, like a consumer’s home address, to the marketing co-ops.

3 **I. DoorDash Violated the CCPA Because It Sold Consumers’ Personal Information**  
4 **Without Providing Notice or an Opportunity to Opt-Out.**

5 7. California’s landmark privacy law, the CCPA, went into effect on January 1, 2020.  
6 The CCPA vests California residents with control over their personal information. The law  
7 requires businesses that sell personal information to make specific disclosures and give  
8 consumers the right to opt out of the sale of their personal information. (Civ. Code, § 1798.135.)  
9 The CCPA defines “sale” to include disclosing consumer personal information to third parties in  
10 exchange for a benefit. (§ 1798.140, subd. (ad).)

11 8. On January 21, 2020, as part of its continuing participation in a marketing co-op,  
12 DoorDash transmitted the personal information of its California customers to the I-Behavior  
13 marketing co-op owned by KBM Group, LLC (herein referred to as “KBMG”). Specifically,  
14 DoorDash disclosed consumer names, addresses, and transaction histories to KBMG in exchange  
15 for the opportunity to advertise its services directly to the customers of the other participating  
16 companies. Any transaction under which a business receives a benefit for sharing consumer  
17 information can be a sale for purposes of the CCPA. DoorDash contracted with KBMG’s  
18 marketing co-op, which combined, analyzed, and used DoorDash’s customer data along with the  
19 customer data it received from other participating businesses to target advertisements on behalf of  
20 DoorDash and the other marketing co-op participants. DoorDash traded consumer personal  
21 information in exchange for the benefit of advertising to potential new customers; its participation  
22 in the marketing co-op was therefore a sale under the CCPA.

23 9. Because DoorDash sold consumer personal information, the CCPA required that it  
24 both disclose in its privacy policy that it sold personal information and post an easy-to-find “Do  
25 Not Sell My Personal Information” link on the website and mobile app. DoorDash did neither.

26 10. DoorDash’s failure to comply with the CCPA had real consequences for  
27 DoorDash’s California customers. In September 2020, one of DoorDash’s California customers  
28

1 complained on social media that she had received mailed advertisements at her home that were  
2 addressed to an alias that she had used solely with DoorDash when ordering its food delivery  
3 services. She intentionally used an alias to protect her privacy, particularly to conceal her actual  
4 home address, and had even reviewed DoorDash’s privacy policy to confirm that it made no  
5 mention of sharing her data with the types of businesses that were mailing her advertisements.  
6 Despite her efforts, she continued to receive mailed advertisements addressed to her alias at her  
7 actual address well into 2021. As a result of the Attorney General’s investigation, our Office  
8 learned that her data was shared many times over with a significant number of companies.

9       11. In September 2020, the Attorney General sent DoorDash a notice of alleged CCPA  
10 noncompliance. At the time, the CCPA included a provision allowing businesses to cure alleged  
11 violations within 30 days.<sup>1</sup> The CCPA did not define cure, but state courts have interpreted “cure”  
12 in other statutes to mean making consumers whole by restoring them to their pre-violation  
13 position.

14       12. Even though DoorDash had already stopped selling the personal information of  
15 California customers to marketing co-ops and had instructed that all of its California customer  
16 data be deleted, DoorDash did not cure its January 2020 sale to KBMG. DoorDash did not cure  
17 because it did not make affected consumers whole by restoring them to the same position they  
18 would have been in if their data had never been sold. The consumer personal information and  
19 inferences about DoorDash’s customers had already been sold downstream to other companies  
20 and beyond the marketing co-op’s members, including to a data broker that re-sold the data many  
21 times over. DoorDash also could not determine which downstream companies had received its  
22 data so that it could contact each company to request that it delete or stop further selling the data.  
23 In fact, DoorDash’s contract with KBMG did not permit DoorDash to audit who the marketing  
24 co-op sold customer data to, nor sufficiently restrict KBMG to only use DoorDash’s data in  
25 furtherance of the marketing co-op. DoorDash also did not take more modest available steps that  
26 could have mitigated the harm suffered by these consumers. For example, it could have instructed

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28 <sup>1</sup> The cure provision, which previously appeared in Civil Code section 1798.155,  
subdivision (b), was eliminated as of January 1, 2023.

1 KBMG to not sell the personal information of affected customers to prevent further dissemination  
2 of their personal information. DoorDash also could have updated its privacy policy to inform  
3 consumers that it had sold their personal information during the preceding 12 months.

4 DoorDash’s uncured violations of the CCPA led to this enforcement action.

5 **II. DoorDash Violated CalOPPA By Not Making Required Privacy Policy Disclosures.**

6 13. CalOPPA pre-dates the CCPA and has been in effect since 2004. It requires any  
7 entity that operates a website for commercial purposes and collects personally identifiable  
8 information, such as a home address, to disclose in its privacy policy the categories of third  
9 parties with which it shares personally identifiable information. (Bus. & Prof. Code, §§ 22575,  
10 subds. (a), (b)(1), 22576.) This requirement demonstrates California’s longstanding stance that if  
11 any entity is sharing a consumer’s personally identifiable information with third parties, it must  
12 be transparent that it is doing so.

13 14. DoorDash was not transparent. Our investigation found that DoorDash participated  
14 in two marketing co-ops between 2018 and 2020. DoorDash never disclosed in its privacy policy  
15 that it shared personally identifiable information with these marketing co-ops. DoorDash’s  
16 privacy policy only indicated that DoorDash could use DoorDash’s customer data to contact a  
17 customer with advertisements; it did not explain that other businesses—like marketing co-op  
18 members—could contact DoorDash customers with advertisements for their businesses. Thus,  
19 DoorDash’s existing disclosures failed to comply with CalOPPA.

20 **FIRST CAUSE OF ACTION**

21 **VIOLATIONS OF THE CALIFORNIA CONSUMER PRIVACY ACT,**  
22 **CIVIL CODE SECTION 1798.100 ET SEQ.**

23 **(Failure to: Disclose Sale of Consumer Personal Information, Post “Do Not Sell My**  
24 **Personal Information” Link, Provide Two or More Methods to Opt-Out of Sale)**

25 15. The People reallege and incorporate by reference each of the paragraphs above as  
26 though fully set forth herein.

27 16. DoorDash’s website and mobile app failed to inform consumers that it sold their  
28 personal information in connection with a marketing co-op and that they have the right to opt-out

1 of this sale, failed to provide a clear and conspicuous “Do Not Sell My Personal Information” link  
2 that would enable consumers to opt-out of the sale of their personal information, and failed to  
3 provide two or more designated methods for submitting requests to opt-out.

4 17. Accordingly, each time DoorDash sold an individual California consumer’s  
5 personal information during the relevant period without notice, consent, or the opportunity to opt-  
6 out of the sale, DoorDash violated the CCPA, including, without limitation:

7 (a) Civil Code section 1798.100, subdivision (a);

8 (b) Civil Code section 1798.120, subdivisions (a) and (b);

9 (c) Civil Code section 1798.130, subdivision (a)(5);

10 (d) Civil Code section 1798.135, subdivision (a);

11 (e) California Code of Regulations, title 11, sections 7010, 7011, 7012, 7013, and  
12 7026.

13 18. After the Attorney General provided notice of these violations of the CCPA,  
14 DoorDash failed to cure them within 30 days. The California Attorney General is therefore  
15 authorized by Civil Code section 1798.199.90 to bring this civil action to enforce the CCPA.

16 **SECOND CAUSE OF ACTION**

17 **VIOLATIONS OF THE CALIFORNIA ONLINE PRIVACY PROTECTION ACT,**  
18 **BUSINESS AND PROFESSIONS CODE SECTION 22575 ET SEQ.**  
19 **(Failure to Sufficiently Identify the Third-Party Entities with Which the Operator May**  
20 **Share Personal Information in Its Posted Privacy Policy)**

21 19. The People reallege and incorporate by reference each of the paragraphs above as  
22 though fully set forth herein.

23 20. DoorDash’s posted privacy policy failed to inform consumers that DoorDash  
24 shared their personal information with marketing co-ops, or that customers may receive  
25 unsolicited advertisements from unrelated companies using information DoorDash collected in  
26 connection with its food delivery services.

27 21. Accordingly, DoorDash violated Business and Professions Code section 22575,  
28 subdivision (b)(1) by insufficiently identifying the categories of third-party entities with which

1 DoorDash shared personally identifiable information collected about its California customers.  
2 Such violation was done either knowingly and willfully or negligently and materially.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment as follows:

5 1. Pursuant to Civil Code section 1798.199.90, that the Court enter an injunction and  
6 all orders necessary to prevent DoorDash, as well as its successors, agents, representatives, and  
7 employees, from engaging in any act or practice that violates the CCPA, including, but not  
8 limited to, as alleged in this Complaint;

9 2. Pursuant to Civil Code section 1798.199.90, that the Court assess civil penalties of  
10 Two Thousand Five Hundred Dollars (\$2,500) for each violation or Seven Thousand Five  
11 Hundred Dollars (\$7,500) for each intentional violation of the CCPA, as proven at trial.

12 3. That the Court enter an injunction, civil penalties, and all orders necessary to  
13 prevent DoorDash, as well as its successors, agents, representatives, and employees, from  
14 engaging in any act or practice that violates CalOPPA, including, but not limited to, as alleged in  
15 this Complaint;

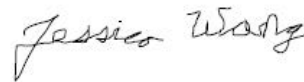
16 4. That Plaintiff recovers its cost of suit.

17 5. For such other and further relief as the Court deems just and proper.

18  
19 Dated: February 21, 2024

Respectfully submitted,

20 ROB BONTA  
21 Attorney General of California

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23 JESSICA WANG  
24 Deputy Attorney General  
25 *Attorneys for The People of the State of*  
26 *California*