

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division**

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| <p>DISTRICT OF COLUMBIA,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>DOORDASH, INC.,</p> <p style="text-align: center;">Defendant.</p> | <p>Case No.: 2019 CA 007626 B</p> |
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CONSENT ORDER AND JUDGMENT

Plaintiff District of Columbia (the “District”), by and through its Office of the Attorney General (“OAG”), filed its Complaint for Injunctive and Other Relief in this matter, under the Consumer Protection Procedures Act, D.C. Code § 28-3901, *et seq.* (“CPPA”). The District and Defendant DoorDash, Inc. (“DoorDash”) (together, the “Parties”) stipulate to the entry of this Consent Order and Judgment (“Consent Order”) to resolve all matters in dispute in this action between them.

THE PARTIES

1. Plaintiff District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney

General has authority to enforce the District’s consumer protection laws, including the CPPA, pursuant to D.C. Code § 28-3909.

2. Defendant DoorDash, Inc. is a Delaware corporation with its headquarters and principal place of business at 303 2nd Street, Suite 800, San Francisco, CA 94103. DoorDash is engaged in business around the United States and in Washington, D.C., through its website (www.doordash.com) and its mobile application (the “DoorDash App”).

DEFINITIONS

3. “**Checkout Screenflow**” means the consumer checkout flow on DoorDash’s website or the DoorDash App for the consumer’s placement of a food delivery order.

4. “**Clear(ly) and Conspicuous(ly)**” means, when referring to a written statement, a disclosure (or a link to such disclosure) in a type, size and location sufficiently noticeable for a consumer to read and comprehend it, and in a print that contrasts with the background against which it appears. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, in a manner that is likely to be noticed, readable, and understandable, and it must not be obscured in any manner.

5. “**Dashers**” means the individuals who source opportunities as delivery providers using the DoorDash platform.

6. “**Dasher Pay Model**” means the method by which DoorDash calculates and distributes pay to Dashers. For example, DoorDash’s current Dasher Pay Model as of the Effective Date is described on the company’s website, a copy of which is attached as Exhibit A.

7. “**Dasher Screenflow**” means the Dasher earnings page on the DoorDash App and earnings FAQ page on the DoorDash website.

8. “**Eligible Dashers**” means Dashers who currently have an active DoorDash Dasher account and completed at least one restaurant food delivery for orders placed through the DoorDash website or DoorDash App to District of Columbia consumers during the Relevant Period.

9. “**Effective Date**” shall be the date on which this Consent Order is entered by this Court.

10. “**Relevant Period**” is the time period during which the pay model at issue in this matter was in full effect in Washington, D.C. and is July 2017 to September 2019.

FACTS

11. This Court has jurisdiction over this matter.

12. The District’s Complaint alleges that DoorDash engaged in unlawful trade practices in violation of the CPPA, D.C. Code § 28-3904(f), (f-1), and (e), in that DoorDash’s tipping practices from approximately 2017 to 2019: (i) made misleading misrepresentations to consumers regarding how their tips were distributed to Dashers, (ii) omitted material facts to consumers that their tips did not change Dasher pay in the vast majority of circumstances, and (iii) made ambiguous misrepresentations to consumers that failed to adequately disclose that their tips did not change Dasher pay in the vast majority of circumstances.

13. DoorDash denies all of the District’s allegations, including that it has violated the CPPA. Nothing contained in this Consent Judgment is or may be construed to be an admission by DoorDash of any violation of law or regulation, or of any other matter of fact or law, or of

any liability or wrongdoing.

INJUNCTION

14. DoorDash shall not engage in any act or practice that violates the CPPA.

15. DoorDash shall at all times clearly and conspicuously disclose its Dasher Pay Model such that it is accessible from its website and within the DoorDash App. DoorDash shall make the Dasher Pay Model disclosure accessible through a clear and conspicuous hyperlink that appears in the Checkout Screenflow and Dasher Screenflow.

16. DoorDash shall maintain a Dasher Pay Model that ensures that when a Dasher completes a food delivery order for a consumer in the District of Columbia, (i) consumer tips are distributed in their entirety to the Dasher and (ii) the consumer's tip does not have any effect on the amount paid by DoorDash to the Dasher, provided that, if DoorDash changes its classification of Dashers in the future, DoorDash maintains the ability to alter its pay model to another pay model that complies with applicable law.

17. DoorDash shall provide to consumers for each delivery order an itemized summary of charges, including, but not limited to, item costs, tips paid, service fees, and taxes.

18. DoorDash shall provide to Dashers for each delivery order an itemized summary of the total payment for the delivery order, including base pay, tips paid and any promotional payments.

19. In the event DoorDash makes material changes to its Dasher Pay Model relating to consumer tips, DoorDash shall disclose such changes clearly and conspicuously to consumers and Dashers.

MONETARY TERMS

20. **Total Settlement Amount.** DoorDash shall pay a total of \$2,500,000.00 (the “Total Settlement Amount”) to resolve this litigation. The Total Settlement Amount shall be paid out in the following manner:

21. **Payments to Dashers.** DoorDash shall make a payment of \$1,500,000.00 (the “Total Dasher Payment Amount”), to be distributed to Eligible Dashers in the manner agreed upon by DoorDash and OAG.

22. **Payment to District charities.** DoorDash shall make a total charitable donation of \$250,000.00 to charities in the District of Columbia. Specifically, DoorDash shall donate \$125,000.00 to N Street Village and \$125,000.00 to the Hook Hall Helps/Restaurant Association Metropolitan Washington Worker Relief Fund. DoorDash shall make these charitable donations within thirty (30) days of the Effective Date and provide confirmation to OAG within ten (10) days of making the charitable donations.

23. **Payments to the District.** DoorDash shall pay the District a total of \$750,000.00 for costs and expenses the District has incurred investigating and litigating this matter or that may be incurred by the District in administering the terms of this Consent Order. DoorDash shall make this payment within thirty (30) days of the Effective Date. Payment shall be made by wire payment or check made out to “D.C. Treasurer” and delivered to the Office of the Attorney General consistent with instructions from OAG.

GENERAL PROVISIONS

24. The District is entering this Consent Order based on the representation made by DoorDash as to the relevant period during which the pay model at issue in this matter was in

effect in Washington, D.C., from July 2017 to September 2019. If the District learns that this representation is false, incomplete, or inaccurate, the District may seek to modify or enforce this Consent Order against DoorDash and seek additional relief for Dashers under Paragraph 21.

25. Unless otherwise set forth above, DoorDash shall implement all changes required by this Consent Order within thirty (30) days of its entry by the Court.

26. The District shall provide a fifteen (15) business day notice letter by email and first-class mail to DoorDash upon a good faith belief that DoorDash has violated the injunctive terms of this Consent Order. DoorDash shall have fifteen (15) business days from the receipt of the notice to explain and correct any violation before the District shall take any legal action to enforce the terms of this Consent Order.

27. This Consent Order represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Consent Order nor prior versions of any of its terms that were not entered by the Court in this Consent Order may be introduced for any purpose whatsoever.

28. In entering into this Consent Order, the parties are neither extinguishing any rights otherwise available to consumers or workers, nor creating any right not otherwise available under the laws of the District of Columbia.

29. This Court retains jurisdiction of this Consent Order and the Parties for the purpose of enforcing this Consent Order. The Parties may agree in writing, through their counsel, to an extension of any time period in this Consent Order without a court order.

30. This Consent Order may be executed in parts, and a facsimile or electronic signature shall be deemed to be, and shall have the same force and effect, as an original signature.

31. All notices sent pursuant to this Consent Order shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the Plaintiff District of Columbia:

Benjamin Wiseman
Director, Office of Consumer Protection
Office of the Attorney General
400 6th Street, N.W., 10th Floor
Washington, D.C. 20001

For the Defendant DoorDash, Inc.:

Tia Sherringham
VP, Legal
DoorDash, Inc.
303 2nd Street, 8th Floor
San Francisco, CA 94107

32. Any failure by any party to this Consent Order to insist upon the strict performance by any other party of any of the provisions of this Consent Order shall not be deemed a waiver of any of the provisions of this Consent Order, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Consent Order.

33. If any clause, provision or section of this Consent Order shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Consent Order and this Consent Order shall be

construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

34. DoorDash shall ensure that all current and future personnel having final decision-making authority with respect to the subject matter of this Consent Order are informed of the requirements set forth in this Consent Order.

35. This Consent Order finally disposes of all claims by the District and the District shall release DoorDash from all claims that the Attorney General asserted or could have asserted under the Consumer Protection Procedures Act, D.C. Code §§ 28-3901 et seq. (i) with respect to tips received by Dashers under the Dasher Pay Model, or (ii) based on the facts alleged in the Complaint.

CONSENTED TO FOR PLAINTIFF DISTRICT OF COLUMBIA

KARL A. RACINE
Attorney General for the District of Columbia

Jimmy Rock Date: 11/24/2020
Jimmy Rock
Assistant Deputy Attorney General, Public Advocacy Division

/s/ Benjamin Wiseman Date: 11/24/2020
Benjamin Wiseman
Director, Office of Consumer Protection
Office of the Attorney General
400 6th Street, N.W., 10th Floor
Washington, D.C. 20001

Attorneys for the District of Columbia

CONSENTED TO FOR DEFENDANT DOORDASH, INC.

DocuSigned by:
Tia Sherringham Date: November 20, 2020 | 12:29 PM PST
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Tia Sherringham
VP, Legal
DoorDash, Inc.
303 2nd Street, 8th Floor
San Francisco, CA 94107

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date

Judge Shana Frost Matini
Associate Judge
Superior Court of the District of Columbia



Home

Order With DoorDash

Delivery Support

Topics

Popular Topics ...

DoorDash Customer Support

Ask a question...

[Get Started With DoorDash](#)

How Is Your Dasher Paid?

Here's a detailed look at how Dasher earnings work:

Base Pay + Promotions + Tips = Total Earnings

- Time
- Distance
- Desirability

- Peak Pay
- Challenges

You'll earn 100% of customer tips on top of Base Pay and Promotions.

You will always earn Base Pay. Promotions and Tips vary by delivery.

Base Pay

Base pay from DoorDash to Dashers ranges from \$2-\$10+ per delivery depending on the estimated duration, distance, and desirability of the order. Deliveries that are expected to take more time, that require Dashers to travel a longer distance, and that are less popular with Dashers have higher base pay.

Promotions

Dashers also have the opportunity to earn more through promotions. Promotions include Peak Pay and Challenge Bonuses that we plan to roll out in the coming months. When it's busy, Dashers can earn extra money on each delivery through Peak Pay, and Challenge Bonuses will better reward more active Dashers and help them meet specific earnings goals for the week.

Tips

Every dollar customers tip is an extra dollar in their Dasher's pocket, and customers are able to tip at checkout and soon, after the delivery. The amount DoorDash pays in base pay and promotions will never vary based on the tip amount. All tips provided before or after the delivery will be shown in the Dasher's earnings breakdown.

[Get Started With DoorDash](#)

[Customer Support](#)

Was this article helpful?

Yes

No