

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL RIGHTS DIVISION

Arizona Civil Rights Division,

Charging Party,

v.

DoorDash, Inc.

Respondent.

CRD NO. CRD-2020-1068

CONCILIATION AGREEMENT
(Pre-Finding)

This Agreement (“Agreement”) is made between the Civil Rights Division of the Arizona Attorney General’s Office (“the Division”) and DoorDash, Inc., including its wholly-owned subsidiary Caviar Inc. (together, “DoorDash” or “Respondent”) (collectively, the “Parties”).

On November 13, 2020, the Division filed a Divisional Charge against Respondent alleging public accommodations discrimination based on race (the “Charge”). The Charge alleged that Respondent’s “race-based” qualification standard for its \$0 Delivery Fee promotion, banner promotion, and loan promotion unlawfully screened out non-Black restaurant owners and unlawfully discriminated against non-Black restaurant owners in violation of the Arizona Civil Rights Act, A.R.S. §§ 41-1442(A) and (B). DoorDash denies these allegations, and denies that it qualifies as a “public accommodation,” and nothing in this Agreement shall be construed as evidence or an admission otherwise.

The Charge, having been filed by the Division against Respondent pursuant to A.R.S. § 41-1471(A), the Parties having conferred and hereby voluntarily agree to and do resolve the issues in the Charge on the following terms:

I

This Agreement does not constitute an admission by DoorDash that any conduct or practice made unlawful by A.R.S. § 41-1442 has occurred. DoorDash entered into this Agreement at the Pre-Finding stage, without any conclusions having been reached by the Division, to avoid the costs and disruption of protracted litigation.

II

Subject to the fulfillment by Respondent of all of the obligations set forth in this Agreement, the Division agrees to close the Charge, and waive and release all claims against Respondent in any forum with respect to the matters that were alleged in the Charge.

III

A. In resolving this Charge, the Division does not waive its right to process any other charge against Respondent. The Division also does not waive any future claims or charges against Respondent for any violations of Sections V and VI of this Agreement. The Division has the right to make reasonable inquiry and investigation regarding compliance with this Agreement. The Division further has the right to enforce the Agreement through all available means, including but not limited to, litigation in any court with jurisdiction should Respondent fail to comply with any of the terms of this Agreement.

B. The Division agrees that it shall provide thirty (30) calendar days advance notice in writing to Respondent, as specified in Section IX of this Agreement, of any attempt to compel compliance with this Agreement through litigation to permit the parties to meet and confer in good faith and to provide Respondent an opportunity to voluntarily comply with the terms of this Agreement. Enforcement is permissible if Respondent (1) fails to timely respond to the Division's deficiency notice or (2) fails to cure all deficiencies and come into compliance with this Agreement.

C. The Parties agree that venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17) for any Division enforcement of this Agreement.

IV

Respondent agrees that it and its agents will not engage in any discrimination or retaliation of any kind against any person because he/she has opposed any practice reasonably believed by him/her to be unlawful under A.R.S. § 41-1442, or because he/she has filed a complaint, given testimony or assistance, or participated in any manner or proceeding under A.R.S. § 41-1471.

V

A. Respondent shall immediately cease all programs in Arizona for which the price of any of the items, goods, and/or services offered to consumers is based on the race, color, religion, sex, national origin, or ancestry of any restaurant owner ("Merchant"), including but not limited to, Respondent's \$0 Delivery Fee promotion offered to consumers.

B. Respondent agrees that all charges and/or discounts to any items, goods, and/or services offered by Respondent to consumers, including Respondent's \$0 Delivery Fee promotions, will be without regard to the race, color, religion, sex, national origin, or ancestry of any Merchant located in Arizona.

VI

Within thirty (30) days of the effective date of this Agreement, Respondent shall adopt, implement, or confirm in writing that it has adopted or implemented a policy applicable to consumer and Merchant promotions in Arizona (the "Policy"). The Policy will contain at a minimum:

1. An affirmative statement that any \$0 Delivery Fee promotion will be offered without regard to the race, color, religion, sex, national origin, or ancestry of any Merchant;
2. A designated person or team to evaluate Respondent's Arizona-based promotions offered to consumers to ensure compliance with this Agreement; and
3. An informal dispute resolution process available to consumers and Merchants that may be used to address concerns related to Respondent's fees, financial incentives, and/or other charges or discounts, among other concerns consumers and Merchants may have.

VII

A. Within sixty (60) calendar days of the effective date of this Agreement, Respondent agrees that their current employees and agents who develop Arizona promotions will receive notice of Respondent's obligations under Sections IV, V, and VI of this Agreement. Thereafter, Respondent agrees that, at least on an annual basis, Respondent will ensure that its employees and agents who develop Arizona promotions will receive notice of Respondent's obligations under Sections IV, V, and VI of this Agreement.

B. Within ten (10) business days from any request from the Division to Respondent as specified in Section IX of this Agreement, Respondent agrees to confirm to the Division in writing that they are in compliance with the terms and conditions of Section VII(A) of this Agreement.

C. Respondent agrees to maintain all notifications referenced in Section VII(A) and to make such notifications available to the Division upon its request.

VIII

Respondent agrees to a payment of twenty-five thousand dollars (\$25,000) to the Division related to the resolution of this matter. The Parties agree that the payment is suspended. In the event that the Respondent is found by a court of competent jurisdiction to have breached this Agreement, and such finding has been fully adjudicated and affirmed through the exhaustion of all appellate processes available to Respondent, Respondent shall pay to the Division the suspended payment of twenty-five thousand dollars (\$25,000) within 60 days of the exhaustion of all such appellate processes.

IX

When this Agreement requires notice to Respondent, notice shall be mailed and emailed to Respondent's attorneys of record:

Joshua Woodard and Brett Johnson
Snell & Wilmer L.L.P.
One Arizona Center
Phoenix, Arizona 85004-2202
jwoodard@swlaw.com; and bwjohnson@swlaw.com

X

A. Respondent agrees to confirm to the Division in writing that it is in compliance with the terms and conditions of this Agreement within ten (10) business days after satisfaction of each obligation unless otherwise stated in the applicable Section.

B. When this Agreement requires notice to the Division, notice shall be mailed and emailed to:

Attorney General's Office, Civil Rights Division
c/o Leslie Ross or her successor
2005 North Central Avenue
Phoenix, Arizona 85004
Leslie.ross@azag.gov

XI

This Agreement constitutes the entire agreement between the Division and Respondent.

XII

The Division and Respondent agree to pay their own attorneys' fees, if any.

XIII

This Agreement will not become effective until it has been reviewed and signed by a Division representative.

XIV

A. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and together form one Agreement. Facsimiles and pdf versions of this signed Agreement shall be deemed to be originals.

B. The Parties represent that they have read this Agreement in its entirety, have had an opportunity to consult with counsel of their own choice, are satisfied that they understand and agree to all of its provisions, and have freely signed this Agreement without coercion.

XV

Each party (or person signing on behalf of a party) to this Agreement warrants and represents that they are duly authorized to enter into this Agreement and that all necessary approvals have been obtained prior to the execution of this Agreement.

XVI

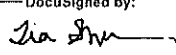
The Parties agree that this Agreement may be made public if the Attorney General determines that disclosure is required to further the purposes of the Arizona Civil Rights Act.

XVII

This Agreement will be binding on the heirs, assigns, successors, successors-in-interest, receivers, trustees in bankruptcy, and personal representatives of the Parties hereto.


May 25, 2021

Date

DocuSigned by:

By _____
DA603C692E1945F
Tia Sherringham
Vice President of Legal
DoorDash, Inc.
Respondent


STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
DIVISION OF CIVIL RIGHTS SECTION

5/27/2021
Date


Leslie Ross
Unit Chief
2005 North Central Ave.
Phoenix, Arizona 85004

Executed copy mailed/hand-delivered
On 27th day of May, 2021, to:

Joshua Woodard and Brett Johnson
Snell & Wilmer L.L.P.
One Arizona Center
Phoenix, Arizona 85004-2202
jwoodard@swlaw.com
bwjohnson@swlaw.com
Counsel for DoorDash, Inc.

By 
Name of Preparer