

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

THE PEOPLE OF THE STATE OF  
ILLINOIS, ex rel. KWAME RAOUL,  
Attorney General of Illinois,

Plaintiff,

vs.

DOORDASH, INC.

Defendant.

Case No. 2024 CH 10011

**1. CONSENT DECREE**

Having carefully examined the terms and provisions of this Consent Decree and finding that this Court has jurisdiction over the subject matter of this action and over the parties to this Consent Decree, it is ORDERED and DECREED that:

**I. PARTIES**

1. The People, by Kwame Raoul, Attorney General of Illinois (“OAG”) brought this action as authorized by the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/7 (“ICFA” or “the Act”) to bring an action, in the name of the State, related to DoorDash’s alleged violations of Section 2 the Act, which protects consumers from “unfair or deceptive acts or practices, including... the use or employment of any deception, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact.” 815 ILCS 505/2.
2. DoorDash, Inc. (“DoorDash”) is a corporation incorporated under Delaware law. DoorDash is registered to do business in Illinois. DoorDash’s Illinois registered office is located at 208 S. LaSalle St., Suite 814, Chicago, IL 60604.

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3. The OAG and DoorDash are collectively referred to as the “Parties” to this Consent Decree.

## II. DEFINITIONS

4. “Administration Costs” means all costs associated with administration of the Settlement Account, including but not limited to the Administrator’s fulfilling all duties itemized in this Decree, foreign exchange conversion fees, wire fees, and any other expenses incidental to the distribution of Dasher Payments. Administration Costs, while not final, are estimated to be \$145,000.

5. “Administrator” refers to Atticus Administration, LLC, or any subsequently appointed entity performing the same duties under this Consent Decree.

6. “Claimant” refers to an Eligible Dasher who has filed a claim on the Settlement Account by filling out a claim form and sending it to the Administrator.

7. “Claimed Amount” refers to the sum of Owed Tips due to Claimants.

8. “Complaint” refers to Plaintiff’s complaint filed on November 7, 2024.

9. “Consent Decree” and “Decree” refer to this Consent Decree agreed by the Parties.

10. “Consumer” refers to an individual who utilizes or has utilized the DoorDash platform to obtain a food delivery order through DoorDash.

11. “Dasher” refers to an individual who sources or has sourced work opportunities making deliveries using the DoorDash platform.

12. “Dash History” means a breakdown between the total compensation paid by DoorDash and the total tips paid by Consumers.

13. “Dasher Payment” refers to the share of the Settlement Amount that each Claimant will be due pursuant to the formula in Paragraph 63 of this Decree. Dasher payments will not be treated as wages.

14. “Dasher Percentage” refers to a Claimant’s Owed Tips divided by the Claimed Amount.
15. “Defendant” refers to DoorDash, Inc.
16. “Effective Date” refers to the date on which this Consent Decree is entered by the Court.
17. “Eligible Dashers” refers to the 79,262 Dashers identified by DoorDash who completed deliveries to Consumers in Illinois through the DoorDash platform during the Relevant Time Period, and who received a tip left by a Consumer on such a delivery that was not paid in addition to the Guaranteed Amount for that delivery.
18. “Guaranteed Amount” refers to the guaranteed amount which DoorDash offered to Dashers in exchange for completing a delivery during the Relevant Time Period.
19. “Guaranteed Pay Model” refers to the pay model DoorDash began implementing in Illinois from approximately July 2017 through September 2017, and then remained in place from September 2017 through approximately September 2019, which allegedly used Consumer tips to subsidize the pay DoorDash had promised Dashers.
20. “Order” refers to a Consumer order placed through the DoorDash platform through which a Dasher was assigned to deliver such order.
21. “Owed Tips” refers to the sum of all Consumer tips that were not paid in addition to the Guaranteed Amount for deliveries during the Relevant Time Period.
22. “Pay Model” refers to the method by which DoorDash calculates and distributes pay to Dashers for work opportunities to deliver Orders.
23. “Session” means the time from when a Dasher makes themselves available to receive Orders through the Dasher App to the time when the Dasher is no longer able to receive Orders through the Dasher App.

24. “Settlement Account” refers to the fund established by the Administrator to hold the Settlement Amount and satisfy the Eligible Dashers’ claims.

25. “Settlement Amount” refers to the total funds to be paid by DoorDash under the Consent Decree, namely \$11,250,000.00. The Settlement Amount includes all monies that are payable to Eligible Dashers under this Consent Decree to fully satisfy all claims in the Complaint.

### **III. THE LITIGATION**

26. The OAG filed this action (the “Lawsuit”) alleging that DoorDash has violated the ICFA because, during the period of time that DoorDash used the Guaranteed Pay Model, DoorDash allegedly made misrepresentations to Illinois Consumers, both express and implied, that Dashers would keep 100% of their tips, allegedly leading Consumers to believe that their tips would directly increase Dashers’ pay above the Guaranteed Amount that DoorDash had offered Dashers.

27. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, the Defendant and the OAG have agreed that this action should be finally resolved by entry of this Consent Decree. This Consent Decree fully and finally resolves the OAG’s claims in the Complaint. It is also agreed that the Defendant has not admitted liability for any of the conduct alleged in the Complaint and that the Defendant has agreed to the entry of this Consent Decree for the sole purpose of bringing this matter to an efficient resolution. The Parties believe the terms of the settlement are fair and reasonable.

### **IV. NON-ADMISSION**

28. Nothing contained herein shall constitute or may be construed as an admission, concern, or concession as to liability, wrongdoing, or any violation of law by Defendant or to the truth of the allegations in the Lawsuit.

**V. SCOPE AND DURATION**

29. This Decree will become effective as of the date of entry by the Court (“Effective Date”). The settlement evidenced by this Decree is fair, reasonable, and adequate, after having considered all applicable standards and factors, and it is approved.
30. This Decree, including all obligations contained herein, will remain in effect for two years from the Effective Date, referred to as the “Term.” The Court shall retain jurisdiction to enforce the terms of the Decree for the duration of the Term.
31. This Decree shall be binding upon DoorDash, and its present and future directors and officers, as well as present and future managers, agents, successors, and assigns. Should any organization or person propose to merge with or acquire DoorDash, or acquire a majority or all of the stock or substantially all the assets of DoorDash during the Term, DoorDash shall provide a copy of this Decree to such organization prior to the effectiveness of any such merger or acquisition.

**VI. RELEASE**

32. By its execution of this Consent Decree, the Attorney General of Illinois releases and forever discharges DoorDash and its past and present officers, directors, parents, subsidiaries, shareholders, agents, and assigns from all civil claims that the OAG has asserted or could have asserted against DoorDash under the Illinois Consumer Fraud and Deceptive Business Practices Act, or any amendments thereto, relating to the business practices alleged in the Complaint or the Guaranteed Pay Model that DoorDash implemented in Illinois between July 2017 and September 2019.
33. Nothing shall preclude the OAG from taking legal action to enforce the terms of this Decree, bringing a separate action related to violations of another law outside the scope of conduct

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covered by this Decree, or referring complaints or allegations of non-compliance with other applicable state laws outside the scope of this Decree to appropriate state agencies.

## **VII. ENFORCEMENT**

34. If the OAG believes that Defendant has not fulfilled its obligations under the Decree, it may file a motion with the Court to enforce the terms of the Decree against Defendant.
35. Prior to filing a motion to enforce the Decree, the OAG will notify DoorDash and its undersigned counsel of the alleged breach, in writing, of the provision(s) it believes DoorDash has violated and give DoorDash 15 calendar days from the receipt of the notification to remedy the noncompliance to the OAG's satisfaction. If no agreement is reached by the end of the 15-day period, the OAG may file a motion to enforce this Decree.
36. The OAG may seek all other appropriate relief in a motion to enforce, including but not limited to an injunction directing compliance with the requirements of the Decree, and attorneys' fees and costs expended in enforcing the Decree.

## **VIII. INJUNCTIVE TERMS**

37. DoorDash is enjoined from hereinafter engaging in acts or practices which violate the ICFA relating to the business practices alleged in the Lawsuit and/or the Guaranteed Pay Model.
38. DoorDash shall maintain a Pay Model that, with regards to food delivery Orders placed by Consumers in Illinois, ensures (i) Consumer tips are distributed to Dashers in their entirety; and (ii) a Consumer tip on an Order does not have any effect on DoorDash's contribution to the amount paid to the Dasher on that Order, provided that, if DoorDash changes its classification of Dashers in the future, as described in Paragraph 45, DoorDash maintains the ability to alter its Pay Model to another Pay Model that complies with applicable law.

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39. Within 60 days of the Effective Date, DoorDash shall maintain the disclosure regarding its Pay Model that it is accessible to both Consumers and Dashers from its website and within the DoorDash mobile application for Dashers. Specifically, there will be a hyperlink (or the equivalent, e.g., a tool-tip) to the disclosure in the user experience in-app, and the disclosure is located in a logical and noticeable place and font size on the DoorDash website or app.
40. Within 60 days of the Effective Date, DoorDash shall provide Dashers with, at a minimum, the following disclosures in their mobile application before the Dasher chooses to accept a delivery order:
- a. The estimated distance for the Dasher to complete the order;
  - b. The minimum pay the Dasher will receive if the Dasher accepts the order.
41. Within 60 days of the Effective Date, DoorDash shall provide Dashers, at a minimum, with an accessible disclosure that explains the disclosures in Paragraph 40 that a Dasher will see in their mobile application before the Dasher chooses to accept a delivery order.
42. Within 60 days of the Effective Date, DoorDash shall disclose to Dashers, at a minimum for each delivery made, an itemized summary of the following information after completion of a delivery Session:
- a. Base pay;
  - b. The amount of compensation paid by DoorDash, including a breakdown of promotional pay, bonuses, or any other component of DoorDash's compensation other than base pay and tips; and
  - c. The amount of the Consumer tip on that Order.
43. DoorDash shall maintain a disclosure to Dashers regarding how to access the information contained in Paragraph 42.

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44. To the extent it does not already do so, within 60 days of the Effective Date, DoorDash shall provide Dashers with the ability to view their Dash History through their mobile application for at least 5 months (but no more than 200 Sessions).
45. DoorDash reserves the right to change its classification of Dashers from independent contractors to employees at any time. DoorDash also reserves its right to change the Pay Model to another Pay Model that complies with applicable law at any time, including if it changes its classification of Dashers, for business reasons, or to respond to any other changes in law.
46. Every 6 months, starting 6 months from the Effective Date, DoorDash shall submit to the OAG a certification of its compliance with all provisions of this Decree, for a period of two years from the Effective Date.
47. The certifications required in the previous paragraph shall be sent via electronic or hard copy to the following address or other address that the OAG may later provide:

Samantha Kronk  
Office of the Illinois Attorney General  
Workplace Rights Bureau  
115 S. LaSalle, 35<sup>th</sup> Floor  
Chicago, IL 60603  
Samantha.kronk@ilag.gov

## **IX. MONETARY TERMS**

### **A. The Fund**

48. No later than twenty-one (21) calendar days after the entry of the Consent Decree, DoorDash shall transmit \$11,250,000.00 by wire transfer to the Administrator for deposit into the Settlement Account. Under no circumstances shall DoorDash be required to pay, or be liable for, any amount above \$11,250,000.00. Further, under no circumstances shall DoorDash be



held liable for any mistakes, errors, or omissions made by the Administrator in its dispensation of funds to the Claimants.

49. No other funds shall be added to or commingled with the Settlement Account. In no event shall the Administrator withdraw, transfer, pledge, impair or otherwise make use of the funds in the Settlement Account except as expressly provided in this Consent Decree.

50. The Settlement Account is intended to be a “qualified settlement fund” under Section 468B of the Internal Revenue Code, 26 U.S.C. § 468B, and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, and will be administered by the Administrator as such. All interest accruing thereon shall become part of the Settlement Account.

51. The Settlement Account shall be used to pay:

- a. Court-approved Dasher Payments to the Claimants;
- b. The Administrator’s fees and costs;
- c. Any taxes due in connection with the Dasher Payments; and
- d. Any other additional expenses incurred in connection with the administration of this Consent Decree.

**B. Claims Administrator**

52. The actions of the Administrator shall be governed by the terms of this Consent Decree. The OAG may provide relevant information and guidance as needed by the Administrator in the performance of its duties and engage in related communications with the Administrator.

53. The Administrator will be responsible for:

- a. Receiving and logging claims received from Claimants;
- b. Reporting on the status of the administration of the Decree to the OAG;

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- c. Preparing any declaration regarding its due diligence in the claims administration process as may be required by the Court;
- d. Providing the OAG with all data requested;
- e. Setting up, administering, and making payments from the Settlement Account;
- f. Distributing payments to Claimants, preparing IRS 1099 tax forms where necessary, and reporting taxes to the appropriate taxing authorities where necessary; and
- g. Performing such additional duties as the OAG may direct.

54. All disputes relating to the Administrator's performance of its duties shall be referred to the Court, if necessary.

55. DoorDash agrees to pay the Settlement Amount of \$11,250,000.00 to be distributed to Eligible Dashers as described in Section X.

#### **X. NOTICE AND CLAIMS PROCEDURE**

56. The Administrator shall establish an interactive website containing information concerning this Consent Decree in a form directed by the OAG. The Administrator shall also prepare a claim form containing substantially the same information.

57. DoorDash shall provide the Administrator with the name, Dasher ID, and contact information, including available mailing and email addresses, where available, for the Eligible Dashers within 7 days of the Effective Date in a text-delimited format.

58. Within 28 days of the Effective Date, the Administrator shall notify the Eligible Dashers for whom it has contact information of the entry of the Decree via email addresses provided by DoorDash and invite the Eligible Dashers to select a payment method through the interactive website or by submitting a claim form. Available payment methods will include a wire or ACH transfer or the delivery of a digital or physical prepaid card or the delivery of a check.

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59. If the notice and claim form sent to Eligible Dashers via email is returned to the Administrator as undeliverable, the Administrator shall mail a notice to Eligible Dasher's last known mailing address, where available, containing information on how to file a claim to their Dasher Payment on the Administrator's website.
60. Eligible Dashers shall have 60 days from the date notice is sent to them by the Administrator to file a claim with the Administrator. Eligible Dashers may do so by completing the claim form electronically on the Administrator's website.
61. After an Eligible Dasher has submitted a complete claim form to the Administrator, and chosen a method of payment under Paragraph 58, the Eligible Dasher will be deemed a Claimant and be entitled to a Dasher Payment. The OAG reserves the right to verify the identity of all Claimants and take appropriate action.
62. The Administrator shall disburse the Dasher Payments within 90 days of the Effective Date.
63. Each Dasher Payment shall be at least \$2.00 plus a proportional share of the Settlement Account calculated pursuant to the following formula:  
$$\mathbf{\$2 + Dasher\ Percentage \times (Settlement\ Amount - Administration\ costs - \$2\ per\ Claimant)}$$
64. The Administrator shall provide regular updates to the OAG on the number of payments successfully made to Claimants.

**XI. MISCELLANEOUS PROVISIONS**


65. This Consent Decree constitutes the entire understanding and agreements among the Parties. This Decree may not be amended except by written consent of the Parties. This Consent Decree may not be used or relied upon by any person not a Party to this Consent Decree.

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66. Neither the OAG nor Defendant shall be deemed to be the author of this Decree or any particular term, provision, or condition of this Decree.
67. The Parties consent to the exclusive jurisdiction of and venue in the Circuit Court of Cook County, Illinois for the purposes of adjudicating any matter arising out of or relating to this litigation or this Decree.
68. The OAG and Defendant represent and warrant that they have the full right and authority to execute this Decree. The signatories hereto represent and warrant that they have been granted specific authority by their respective principals to execute the Decree.
69. In the event any portion of this Decree is declared void by a court, such portion shall be severed from this Decree, and the remaining provisions shall remain in effect.
70. Facsimiles and electronic (PDF) copies are deemed acceptable, binding signatures for the purposes of this Decree. This Decree may be executed in counterparts, each of which will be deemed an original document, and all of which will constitute one and the same agreement.

THE OFFICE OF THE ILLINOIS ATTORNEY  
GENERAL  
KWAME RAOUL  
Attorney General of the State of Illinois

Dated: 10/30/24 By: \_\_\_\_\_

  
Alvar Ayala  
Chief, Workplace Rights Bureau  
115 S. LaSalle St., 35<sup>th</sup> Floor  
Chicago, Illinois 60603  
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Alvar.ayala@ilag.gov

DOORDASH, INC.

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Tia Sherringham  
General Counsel of DoorDash

GIBSON, DUNN & CRUTCHER LLP

Dated: \_\_\_\_\_ By: \_\_\_\_\_

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THE OFFICE OF THE ILLINOIS ATTORNEY  
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Attorney General of the State of Illinois

Dated: \_\_\_\_\_

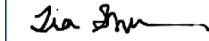
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Dated: October 30, 2024

By: \_\_\_\_\_

DocuSigned by: \_\_\_\_\_



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Tia Sherringham  
General Counsel of DoorDash

Dated: 10/30/2024

By: \_\_\_\_\_

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