

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU

IN THE MATTER OF THE INVESTIGATION
BY LETITIA JAMES, ATTORNEY GENERAL OF
THE STATE OF NEW YORK,

OF

DOORDASH INC.

**ASSURANCE OF
DISCONTINUANCE
PURSUANT TO NEW YORK
EXECUTIVE LAW § 63(15)**

AOD No. 24-001

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to New York Executive Law § 63(12) to determine whether DoorDash Inc. (“Respondent”) engaged in activity in violation of the New York Correction Law §§ 752-53, New York Executive Law §§ 296(15-16), and the New York City Fair Chance Act (New York City Local Law No. 63 [2015]) and whether a civil proceeding or action for any such violation should be instituted against Respondent pursuant to New York Executive Law § 63(12).

This Assurance of Discontinuance (“AOD”) contains the findings of the OAG’s investigation and the relief agreed to by the OAG and the Respondent. For purposes of resolving the OAG’s inquiry, the Respondent has agreed to enter into this AOD to avoid the further expense of time and resources involved in this investigation and any future litigation.

PART ONE: DEFINITIONS

1. As used throughout this Assurance, the terms set forth below shall have the following meanings.
 - a. “Adjudicators” means DoorDash personnel who are responsible in whole or in part for reviewing and adjudicating Prospective Dashers and making Decisions about the Applicant’s (or Dasher’s) eligibility to access the DoorDash platform based in part on the Applicant’s or Dasher’s Criminal Record History.
 - b. “Applicant” and “Prospective Dasher” means any person who completes the online sign up process to gain access to the DoorDash platform to perform services as a Dasher, after the Effective Date, within the State of New York.
 - c. “Assurance” means this Assurance of Discontinuance.
 - d. “Crime” means a felony or misdemeanor, but not violations, infractions or youthful offender adjudications.
 - e. “Criminal Background Check” means a third party consumer report containing an Applicant’s Criminal Record History or any inquiry to the Applicant regarding an Applicant’s Criminal Record History.
 - f. “Criminal Record History” means all Crimes reported in the criminal component of a Criminal Background Check or reported directly by the Applicant.

- g. “Dasher” for purposes of this Assurance only, means any Applicant granted access by DoorDash to its platform to perform services as a Dasher within the State of New York on or after the Effective Date.
- h. “Decisions” and “Adjudication” mean all decisions made about and actions taken with respect to the eligibility of Applicants to access the DoorDash platform related to Criminal Record History, including consideration and approval of Applicants to access the DoorDash platform or Dashers’ continued eligibility to access the DoorDash platform. “Decisions” do not include any determination of ineligibility or deactivations implemented by DoorDash due to an Applicant’s failure to consent to or truthfully respond to a lawful Criminal Background Check.
- i. “Disqualify,” “Disqualified,” “Disqualification,” and “Disqualifying” mean a determination by DoorDash that the Criminal Record History of an Applicant makes them ineligible for access to the DoorDash platform.
- j. “DoorDash” means DoorDash Inc., as well as its principals, directors, beneficial owners, officers, shareholders, successors, and assigns.
- k. “Effective Date” means the date this Assurance is executed by the Parties hereto.
- l. “NYC Fair Chance Act Notice” means a document communicating DoorDash’s consideration of the New York City Fair Chance Act factors to the Applicant or Dasher.
- m. “Parties” means the OAG and DoorDash.
- n. Terms of construction:

- (i) “And” and “or” shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
- (ii) “All” means “any and all” and “any” means “any and all.”
- (iii) “Concerning” means relating to, referring to, describing, evidencing, regarding, reflecting, or constituting.
- (iv) “Day” refers to a calendar day, not a business day. In the event that a deadline set forth herein falls on a weekend or holiday, the deadline shall be extended to the next business day.
- (v) “Including” means without limitation.
- (vi) The singular of any word includes the plural; the plural of any word includes the singular.

PART TWO: FINDINGS

2. DoorDash is a technology company that operates an online delivery service platform with over two million Dashers delivering meals to 32 million customers per month in more than 25 countries.

3. In December of 2021, the OAG received information from community advocates that DoorDash may have a policy or practice of routinely rejecting Prospective Dashers with criminal records, failing to give Applicants a legally required notice about their rights, failing to provide a substantive analysis of the Applicant’s individual criminal history, instead relying on inapplicable boilerplate language, and failing to consider any mitigating information provided by the Applicants.

4. In response to the information received, the OAG conducted an investigation by interviewing witnesses; reviewing documents, including those produced by DoorDash pursuant to subpoena, concerning DoorDash’s pertinent policies, procedures, and practices; and analyzing platform access information and other relevant data regarding DoorDash’s sign up process and

practices for providing access to its platform for Applicants to perform services as a Dasher in the State of New York.

5. The investigation revealed that DoorDash routinely rejected Applicants with criminal histories in New York without considering the nature and gravity of the conviction and its bearing, if any, on specific responsibilities of the role sought; the time that elapsed since the criminal offense; the age of the Applicant at the time when the offense was committed; or evidence of rehabilitation, as required by New York Executive Law § 296(15), Correction Law §§ 752-53 and the New York City Fair Chance Act.

6. The investigation revealed that nearly 3,000 Applicants were denied access to the platform as a result of their criminal history background check adjudications between the period of January 2022 to December 2022. Out of the almost 3,000 Applicants, 57 Applicants sought to appeal DoorDash's determination—DoorDash upheld its decision to deny those Applicants access to the platform in each of those cases.

7. The investigation additionally revealed that DoorDash failed: to provide Applicants with sufficient notice of their right to submit mitigating information; to consider any mitigating information provided by Applicants; and to provide Applicants with a substantive and individualized analysis of how the Applicant's criminal history was relevant to the position the Applicant sought to fulfill, if at all, and instead provided Applicants with boilerplate language.

8. Based on the foregoing, the OAG has concluded that DoorDash engaged in persistent and repeated illegality in violation of New York Executive Law §§ 296(15-16), New York Correction Law §§ 752-53, and the New York City Fair Chance Act.

9. For purposes of resolving the OAG's inquiry, DoorDash has agreed to enter into this AOD without admission of any liability under the law.

10. The OAG finds the relief and agreements contained in this AOD appropriate and in the public interest. THEREFORE, the OAG is willing to accept this AOD pursuant to New York Executive Law §63(15), in lieu of commencing a statutory proceeding for violations of New York Executive Law §63(12) based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

WHEREAS, New York Executive Law §§ 296(15-16), Correction Law §§ 752-53, and the New York City Fair Chance Act require, *inter alia*, that companies, when evaluating an Applicant's Criminal Record History, (1) refrain from considering non-pending arrests that were terminated in favor of the individual and/or resulted in a sealed conviction, youthful offender adjudication, or most violations and infractions; and (2) consider a number of factors before Disqualifying an Applicant based upon a criminal conviction, including but not limited to the nature and gravity of the conviction and its bearing, if any, on specific responsibilities of the role sought, the time that elapsed since the occurrence of the criminal offense, the age of the Applicant when the offense was committed, and any evidence of rehabilitation;

WHEREAS, the OAG's investigation included reviewing documents, including those produced by DoorDash pursuant to subpoena, concerning pertinent policies, procedures and practices of DoorDash; interviewing witnesses and complainants; and analyzing platform access information and other relevant data regarding DoorDash's sign up process for Applicants and other related practices;

WHEREAS, DoorDash has cooperated with the OAG's investigation;

WHEREAS, the Parties desire to obviate the need for further investigation or litigation, and it is expressly understood that, this Assurance is entered into solely for the purposes of avoiding further investigation and litigation; and

WHEREAS, the Parties believe that the obligations imposed by this Assurance are reasonable;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between DoorDash and the OAG, as follows:

PART THREE: PROSPECTIVE RELIEF

COMPLIANCE WITH THE LAW

11. DoorDash agrees to comply fully with the obligations, terms, and conditions of New York Executive Law §§ 296(15-16), New York Correction Law §§ 752-53, and the New York City Fair Chance Act (for New York City Applicants) in the State of New York in regard to Decisions. Specifically, in addition to other obligations applicable to Decisions under these statutory provisions, DoorDash will:

- a. evaluate and consider the factors set forth in New York Correction Law § 753 and the New York City Fair Chance Act (as applicable for New York City Applicants) before deeming ineligible or Disqualifying an Applicant or Dasher from access to its platform;
- b. accept an Applicant's or Dasher's Valid Certificate of Relief from Disabilities or of Good Conduct ("Certificate") as a rebuttable presumption of the rehabilitation factor set forth in New York Correction Law § 753 and the New York Fair Chance Act, as applicable;
- c. refrain from inquiring about or acting adversely upon any arrests or non-convictions that cannot be considered pursuant to New York Executive Law §§ 296(15-16); and

- d. ensure that if information is provided to Applicants, Dashers, and the public generally regarding the impact of Criminal Record History on one's eligibility for access to the DoorDash platform in New York State, such information will accurately reflect DoorDash's obligations under law.

POLICIES AND PROCEDURES

12. DoorDash agrees to amend its policy within thirty (30) days of the Effective Date to comply with New York Executive Law §§ 296(15-16), New York Correction Law §§ 752-53, and the New York City Fair Chance Act and avoid discrimination based upon an Applicant's or Dasher's Criminal Record History. The amended Policy shall include:

- a. a statement that DoorDash does not discriminate against Applicants or Dashers based on an arrest that did not lead to a conviction of a Crime and that DoorDash does not have a *per se* bar against providing access to the platform to Applicants and Dashers who have been convicted of a Crime;
- b. identification of the titles of the Adjudicators who are responsible for inquiring and evaluating information about an individual's Criminal Record History;
- c. an overview of the decision-making process taken with respect to review of the Criminal Record History of Applicants and Dashers;
- d. a requirement that Adjudicators responsible for evaluating information about an Applicant's Criminal Record History consider all of the applicable Article 23-A (New York Correction Law § 753[1]) and New York City Fair Chance Act factors for Applicants in New York and New York City, as applicable;

- e. a requirement that Adjudicators, when considering the time elapsed since an offense, use the date of the event underlying the charge, rather than the disposition date;
- f. a requirement that Adjudicators refrain from inquiring about or acting adversely upon any arrests or non-convictions that cannot be considered pursuant to New York Executive Law §§ 296(15-16); and
- g. the information and sources of information that may be obtained and considered at each step of the background check process for initial platform access or any review for continued access; and guidelines to ensure that such information is considered and used in a lawful manner.

13. Once approved, DoorDash shall adhere to the amended policy and shall incorporate it into its policies, procedures and/or guidelines manual and training materials for Adjudicators in New York State. DoorDash shall not make material changes to the approved policy as it relates to DoorDash's process for consideration of an Applicant's or Dasher's Criminal Record History during the duration of this Assurance without prior written approval by the OAG.

14. DoorDash must also revise its notification pursuant to the NYC Fair Chance Act to ensure that it clearly and explicitly informs New York City Applicants of their right to submit supporting information relevant to the applicable Article 23-A and New York City Fair Chance Act factors analysis. Particularly, DoorDash must add the following language to its notifications pursuant to the NYC Fair Chance Act for New York City Applicants in a conspicuous manner:

“If you have additional documents we should consider as evidence of rehabilitation and good conduct, please send them. For example, you can submit evidence that you attended school, job training, or counseling or are

involved with your community. The evidence can come in the form of letters from people who know you, such as teachers, counselors, supervisors, clergy, and parole or probation officers.”

15. Effective sixty (60) days following the OAG-approved training program, DoorDash agrees to make a written record of all Decisions to deny Applicants or Dashers access to the DoorDash platform and document any analysis conducted on the Applicant or Dasher, including the basis for the final determination to deny the Applicant or Dasher access to the platform and include information sufficient to determine whether and to what extent each of the enumerated factors under Article 23-A and the New York Chance Fair Chance Act was considered, including the bearing of the pending arrest or criminal conviction on the responsibilities of the relevant job role. A completed evaluation form, annexed hereto as Exhibit A, shall satisfy the requirement for documentation of the analysis conducted on an Applicant or Dasher, for the purposes of compliance with this AOD, although nothing herein shall prevent DoorDash from utilizing other means of comparable documentation. Upon request of the Applicants and Dashers disqualified based on a Decision, DoorDash shall inform disqualified Applicants and Dashers, if any, of the reasons for the Disqualification.

TRAINING

16. DoorDash agrees to develop and submit, within thirty (30) days of the OAG approval of the amended Policy, to the OAG for its comment and approval, which shall not be unreasonably denied, a training program to instruct Adjudicators responsible for evaluating Applicants in New York State on the requirements of the amended policy and applicable law related to conducting Criminal Background Checks and making Decisions in New York State. The training shall include:

- a. a review of DoorDash's new Policy, timing of Criminal Background Checks, and protocols for making Decisions;
- b. a protocol for responding to and addressing Applicants' appeals regarding Criminal Background Checks and making Decisions in New York State;
- c. a requirement that Adjudicators, when considering the time elapsed since an offense, use the date of the event underlying the charge, rather than the disposition date;
- d. instructions to refrain from inquiring about or acting adversely upon any arrests or non-convictions that cannot be considered pursuant to New York Executive Law §§ 296(15-16); and
- e. instructions that Adjudicators will not be retaliated against by DoorDash for providing information to any law enforcement agency (including the New York State Office of the Attorney General, Civil Rights Bureau, 28 Liberty, New York, NY 10005, telephone: (212) 416-8623, email: Civil.Rights@ag.ny.gov) or official regarding DoorDash's compliance with New York Executive Law §§ 296(15) and (16), Corrections Law §§ 752-53, and the New York City Fair Chance Act.

17. DoorDash agrees to require the relevant Adjudicators evaluating Applicants in New York State to complete this training prior to adjudicating Applicants or Dashers in New York State. Subsequent training will be conducted not less than once every two years for all such Adjudicators.

18. DoorDash agrees it will keep a record of all Adjudicators who attend the required training program and the dates of the training. DoorDash agrees to maintain these records under this Assurance for a period no less than three (3) years from the Effective Date.

RECORD KEEPING

19. DoorDash agrees to create and maintain the following records for the duration of this Assurance:

- a. All policy documents and forms used and maintained by DoorDash pertaining to Decisions about Applicants within the State of New York, including: (1) platform access policies and procedures related to Criminal Record History; (2) documents containing information upon which Decisions are made; and (3) platform access sign up process.
- b. All policies required to be submitted to the OAG under this Assurance;
- c. Beginning sixty (60) days from the completion of the OAG-approved training program, records sufficient to show how DoorDash makes Decisions in New York State, including all responses to Criminal Background Checks of Applicants and Dashers in New York State who are denied platform access or Disqualified in whole or in part because of Criminal Record History, which shall (i) identify the Applicant or Dasher; (ii) include the Applicant's contact information; (iii) include the Applicant's criminal background check results; (iv) include the NYC Fair Chance Act Notice sent to the Applicant, if applicable; and (v) include any appeals submitted to DoorDash by the Applicant pertinent to the Article 23-A and New York City Fair Chance Act factors; (vi) state the reason(s) for Disqualification of the Applicant or Dasher; and (vii) state any consideration of the factors listed in Correction Law §§ 752-53 or the New

York City Fair Chance Factors, or reliance upon Correction Law § 751 in connection with such Disqualification; and other applicable laws. For the purposes of compliance with this AOD, a completed evaluation form, annexed hereto as Exhibit A, shall satisfy the requirements of (vi) and (vii), although nothing herein shall prevent DoorDash from utilizing other means of comparable documentation;

- d. Records sufficient to identify all appeals related to Decisions and their investigation and resolution by DoorDash. Appeals shall not include objections to the accuracy of a report produced by a consumer reporting agency (“Report”), when the Applicant submits no further documentation to DoorDash or the consumer reporting agency that provided the Report; and
- e. All training materials and executed acknowledgment forms required to be compiled and/or executed pursuant to the Assurance.

REPORTING AND MONITORING

20. Within one hundred and fifty (150) days of the Effective Date and every six months thereafter (each six (6) month period to be the “Reporting Period”) for the duration of this Assurance, DoorDash shall prepare and submit a report to the OAG (the “Submission”), which shall include the following with respect to Applicants and Dashers in New York State for the period covered by the Submission:

- a. an affirmation confirming that DoorDash has implemented and is maintaining the background check Policy under the AOD;

- b. copies of any correspondence received by DoorDash to checkrreview@doordash.com or, if a method is created to appeal through the Dasher App (“in-app appeal”), to the in-app appeal, for the first five (5) months of the Reporting Period from an Applicant who was denied access to the platform. Any such in-app appeal method shall be communicated to dashers in the pre-adverse action notice and via an auto-response from the checkrreview@doordash.com email alias, which shall continue to function and be monitored for a period of 90 days after the implementation of the in-app appeal process;
- c. the outcome of the Appeal during that same time frame, including the reason for the outcome, which may be satisfied through a completed evaluation form, annexed hereto as Exhibit A; and
- d. for the Reporting Period immediately following the completion of the training requirement only, an affirmation confirming that the training was completed in compliance with the AOD.

21. Upon thirty (30) days written notice to DoorDash, the OAG shall have access to any documents DoorDash is required to maintain under the terms of this Assurance, and any documents that are otherwise required to be provided by law. Extensions of response dates can be requested for good cause. This Assurance does not in any way impair or affect the right of the OAG to obtain documents from DoorDash pursuant to subpoena or other legal means.

RECONSIDERATION OF APPLICANTS

22. Within ninety (90) days of the completion of the OAG approved training program pursuant to Paragraph 16, DoorDash will reconsider the pool of 2,898 Applicants who were denied access

to the DoorDash platform based upon a Criminal Record History from January 2022 to December 2022. Adjudicators who have received the Training pursuant to Paragraphs 16-18, will re-review the Application and, using the Applicant's last known contact information, will make reasonable efforts to contact any Applicants who appear to be potentially qualified at the time of such reconsideration, and invite them to sign up again. DoorDash will subsequently extend invitations for platform access to any Applicants from this pool who request access and meet its access requirements after the Applicant undergoes a new background check and DoorDash evaluates them in compliance with the law and with the amended Policy.

23. Within thirty (30) days of the completion of the initial review of this pool, DoorDash will certify to the OAG that the Applications were re-reviewed for platform access, and the Adjudicators who conducted the review will sign an affirmation stating that they reviewed the Applicants for platform access in accordance with the requirements of this Assurance and applied the amended policy. The affirmation shall include information about how many of the individuals were contacted and should define how the Adjudicator determined which applicants appeared to be qualified to invite to sign up again.

24. Within sixty (60) days of the completion of the initial review of this Application pool, DoorDash will advise the OAG of the number of these Applicants, if any, that were granted platform access and if any such Applicant was disqualified based on Criminal Record History provide written records of the evaluations of the Applicants' Criminal Record Histories pursuant to Paragraph 15 of this Assurance.

25. Within sixty (60) days of the completion of the OAG-approved training program pursuant to Paragraph 16, DoorDash will reconsider the pool of 57 Applicants who appealed their denial of access to the DoorDash Platform based upon a Criminal Record History from January 2022 to

December 2022 (“Appeals Pool”). Adjudicators who have received the Training pursuant to Paragraphs 16-18, will review the sign ups of the Appeals Pool and using information in the Applicant’s file make reasonable efforts to contact any Applicants who appear potentially qualified at the time of such reconsideration to invite them to sign up. DoorDash will subsequently extend offers for platform access to any Applicants from the Appeals Pool who meet its access requirements after the Applicant undergoes a new background check and DoorDash evaluates them in compliance with the law and with the New Policy.

26. Within thirty (30) days of the completion of the initial review of this Application pool, DoorDash will certify to the OAG that the applications were reviewed, and the Adjudicators who conducted the review will sign an affirmation stating that they reviewed the Applications in accordance with the requirements of this Assurance and applied the amended policy. The affirmation shall include information about how many of the individuals were contacted and should define how the Adjudicator determined which applicants appeared to be qualified to invite to sign up.

27. Within sixty (60) days of the completion of the initial review of this Application pool, DoorDash will advise the OAG of the number of these Applicants, if any, that were granted platform access, and if any such Applicant was disqualified based on Criminal Record History, provide written records of the evaluations of the Applicants’ Criminal Record Histories pursuant to Paragraph 15 of this Assurance.

MONETARY RELIEF

28. DoorDash shall pay the sum of \$75,000, pursuant to Paragraphs 29-30.

29. Payment will be made within fifteen (15) business days of the Effective Date and in the form of a wire transfer, certified check, bank check, money order, or attorney’s check made

payable to “The New York State Department of Law,” and forwarded to the New York State Attorney General’s Office to the attention of:

Sandra Pullman
Assistant Attorney General
Civil Rights Bureau
28 Liberty Street
New York, NY 10005.

The payments and all correspondence related to this AOD must reference “Assurance # 24-001.”

30. DoorDash will provide the OAG its Employer Identification Number for tax reporting purposes.

31. The OAG has the sole discretion to determine which Applicants shall be eligible for restitution and damages and to determine the amount of such restitution and damages. DoorDash agrees to provide reasonable cooperation necessary to locate Applicants who may be eligible for restitution.

PART FOUR: MISCELLANEOUS

REPRESENTATIONS AND WARRANTIES

32. The OAG has agreed to the terms of this AOD based on, among other things, the representations made to OAG by Respondents and the OAG’s own factual investigation as set forth in Findings, Paragraphs 2-10 above. Respondents represent and warrant that they have not made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondents are later found to be inaccurate or misleading, this AOD is voidable against that Respondent by the OAG in its sole discretion.

33. DoorDash represents and warrants, through the signatures below, that the terms and conditions of this AOD are duly approved, and execution of this AOD is duly authorized.

GENERAL PRINCIPLES

34. Unless a term limit for compliance is otherwise specified within this AOD, the Respondents' obligations under this AOD are enduring. Nothing in this Agreement shall relieve DoorDash of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

35. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that DoorDash violates the AOD after its Effective Date.

36. This AOD may not be amended except by an instrument in writing signed on behalf of the parties to this AOD.

37. In the event that any one or more of the provisions contained in this AOD shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this AOD.

38. If a court of competent jurisdiction determines that DoorDash has breached this Assurance, DoorDash shall pay to the OAG the cost, if any, of such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

39. DoorDash acknowledges that it has entered this AOD freely and voluntarily and upon due deliberation with the advice of counsel.

40. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by DoorDash in agreeing to this Assurance.

41. This AOD shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

42. The AOD and all its terms shall be construed as if mutually drafted with no presumption

of any type against any party that may be found to have been the drafter.

43. The Effective Date of this AOD shall be May 14, 2024. This Assurance shall expire three (3) years after the Effective Date, except that the OAG may, in its sole discretion, extend the Assurance term upon a good-faith determination that DoorDash has not complied with this Assurance, which non-compliance the OAG shall discuss and attempt to resolve with DoorDash in good faith before making such determination.

44. All notices, reports, requests, and other communications to any party pursuant to this AOD shall be in writing and shall be directed as follows:

From Respondents to the OAG:

New York State Office of the Attorney General
Sandra Pullman
Assistant Attorney General
Civil Rights Bureau
28 Liberty Street,
New York, NY 10005
or Sandra.Pullman@ag.ny.gov

From the OAG to DoorDash

Pamela Devata and Courtney Stieber
Seyfarth Shaw LLP
233 S. Wacker Drive, St 800
Chicago, Illinois 60606-6448

Any changes in the person to whom communications should be specifically directed shall be made in writing in advance of the change.

45. This AOD may be electronically signed, and any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

46. DoorDash represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. DoorDash agrees not to take any action or make any statement denying, directly or

indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis. Nothing in this Paragraph affects DoorDash's (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by DoorDash.

47. Acceptance of this Assurance by the OAG shall not be deemed approval by the OAG of any of the practices or procedures referenced herein, and DoorDash shall make no representation to the contrary.

48. To the extent not already provided under this Assurance, DoorDash agrees to, upon request by the OAG, provide all documentation and information necessary for the OAG to verify compliance with this Assurance.

49. This AOD may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

50. Nothing contained herein shall be construed so as to deprive any person of any private right under the law.

IN WITNESS THEREOF, this Assurance is executed by the parties hereto on May 14, 2024.


Dated: San Francisco, California
April 23, 2024

By: 
BBD589AAAF6EA45B
DoorDash Inc.

CONSENTED TO:

LETITIA JAMES
Attorney General of the State of New York

Dated: New York, New York
May 14, 2024

By: 

Sandra Pullman
Senior Counsel
Yomidalys Güichardo
Attorney General Fellow
Office of the New York State Attorney General
28 Liberty
New York, New York 10005
Tel. (212) 416-8623
Fax (212) 416-8074

EXHIBIT A**APPLICANT / DASHER EVALUATION**

Does this factor weight <i>for</i> granting the Applicant or Dasher access to the platform?	Yes	No	Neutral	N/A
(a) The public policy of the state to encourage the services of persons with convictions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The specific duties and responsibilities of the role sought: (insert responsibilities)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The bearing of the charge/conviction on the applicant's fitness or ability to perform the role	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) The time since the occurrence of the criminal offense or offenses: (insert time)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) The age of the person at the time of the offense: (insert age)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) The seriousness of the offense	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Any information regarding rehabilitation and good conduct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) The Company's interest in protecting property and public safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Access: **Granted** **Denied**