

**EXHIBIT A
TO
TWENTY-NINTH SUPPLEMENT TO PUBLIC ORDER**

**TEMPORARY LIMIT ON THIRD-PARTY FOOD DELIVERY SERVICE FEES
EFFECTIVE NOVEMBER 6, 2020 THROUGH JANUARY 31, 2021**

Pursuant to Section 6 of the Twenty-Ninth Supplement to Public Order (Public Order), the following provisions shall apply to Third-Party Food Delivery Service Fees:

Section 1. Definitions.

- A. *Delivery Fee*** means a fee charged by a Third-party Food Delivery Service for providing a Retail Food Establishment with a service that delivers food and beverages from such Retail Food Establishment to customers. The term does not include any other fee or cost that may be charged by a Third-Party Food Delivery Service to a Retail Food Establishment, such as fees for listing or advertising the Retail Food Establishment on the Third-party Food Delivery Service platform or fees related to processing the online order, including, but not limited to, service fees, fees for facilitating Online Orders for pick-up, and credit card processing fees.
- B. *Online Order*** means an order placed by a customer through or with the assistance of a platform provided by a Third-Party Food Delivery Service, including a telephone order, for delivery or pick-up within Culver City.
- C. *Purchase Price*** means the price, as listed on the menu, for the items contained in an Online Order, minus any applicable coupon or promotional discount provided to the customer by the Retail Food Establishment through the Third-Party Food Delivery Service. This definition does not include taxes, gratuities, and any other fees or costs that may make up the total amount charged to the customer of an Online Order.
- D. *Retail Food Establishment*** means a restaurant, delicatessen, bakery, coffee shop, or other eat-in or carry-out service of processed or prepared raw and ready-to-eat food or beverages.
- E. *Third-Party Food Delivery Service*** means any website, mobile application, or other internet service that offers or arranges for the sale of food and beverages prepared by, and the delivery or pick-up of food and beverages from Retail Food Establishments located in Culver City.

Section 2. Prohibitions.

- A.** No Third-Party Food Delivery Service shall charge a Retail Food Establishment a Delivery Fee that totals more than fifteen percent (15%) of the Purchase Price of each Online Order.

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- B.** No Third-Party Food Delivery Service shall charge a Retail Food Establishment any amount designated as a Delivery Fee for an Online Order that does not involve the delivery of food or beverages.

- C.** Except as otherwise provided, no Third-Party Food Delivery Service shall charge a Retail Food Establishment any combination of fees, commissions, or costs for the Retail Food Establishment's use of the Third-Party Food Delivery Service that is greater than five percent (5%) of the Purchase Price of each Online Order. Fees, commissions, or costs do not include the Delivery Fee. This Subsection 2.C does not preclude a Retail Food Establishment from consenting to pay any combination of fees, commissions, or costs greater than five percent (5%) for specific and additional services provided by Third-Party Delivery Service. Such consent must be in writing.

- D.** No Third-Party Food Delivery Service shall charge a Retail Food Establishment any fee, commission, or cost other than as permitted in Subsections 2.A through 2.C, above.

- E.** No Third-Party Food Delivery Service shall charge a customer any Purchase Price for a food or beverage item that is higher than the price set by the Retail Food Establishment on the Third-Party Food Delivery Service or, if no price is set by the Retail Food Establishment on the Third-Party Food Delivery Service, the price listed on the Retail Food Establishment's own menu.

- F.** No Third-Party Food Delivery service shall retain any portion of amounts designated as a tip or gratuity. Any tip or gratuity shall be paid by the Third-party Delivery Service, in its entirety, to the person delivering the food or beverages.

Section 3. Disclosures. The Third-Party Food Delivery Service shall disclose to the customer an accurate, clearly identified, and itemized cost breakdown of each transaction, including, but not limited to, the following:

- A.** The Purchase Price of the food and beverages at the cost listed on the Retail Food Establishment's menu;

- B.** The Delivery Fee charged to the Retail Food Establishment;

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- C. Each fee, commission, or cost, other than a Delivery Fee, charged to the Retail Food Establishment;
- D. Each fee, commission, or cost, other than the Delivery Fee or the Purchase Price of the food, charged to the customer by the Third-Party Food Delivery Service; and
- E. Any tip or gratuity that will be paid to the person delivering the food or beverages.

Section 4. Private Action. In addition to other penalties set forth in this Public Order, a violation of Sections 2 or 3, above, shall subject the Third-Party Food Delivery Service to the following:

- A. An action in the Superior Court of the State of California to recover all actual damages resulting from a violation of Sections 2 or 3, above.
- B. Reasonable attorneys' fees and costs awarded by a court to a plaintiff that prevails in an action against a Third-Party Food Delivery Service. If plaintiff fails to prevail against a Third-Party Food Delivery Service, a court may award reasonable attorneys' fees and costs to the Third-party Food Delivery Service upon a determination by the court that the plaintiff's action was frivolous.
- C. A civil action alleging a violation of any provision of Sections 2 or 3, above, shall commence only after the following requirements have been met:
 - i. Written notice is provided to the Third-Party Food Delivery Service of the provisions of Sections 2 and 3, above, alleged to have been violated and the facts to support the alleged violation; and
 - ii. The Third-Party Food Delivery Service is provided fifteen (15) days from the date of the written notice to cure any alleged violation.