

BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of:

TRACTOR SUPPLY COMPANY

Respondent.

Case No. ENF24-M-TR-04

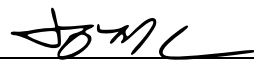
ORDER OF DECISION

The Board of the California Privacy Protection Agency hereby adopts the Stipulated Final Order, attached hereto, as its decision in the above-entitled matter.

This Decision shall become effective immediately.

IT IS SO ORDERED this 26th day of September, 2025.

BY THE BOARD:



JENNIFER M. URBAN
Chair
California Privacy Protection Agency

MICHAEL S. MACKO (SBN 335866)
Deputy Director of Enforcement
California Privacy Protection Agency
LARA KEHOE HOFFMAN (SBN 180466)
Assistant Chief Counsel, Enforcement Division
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BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of:

TRACTOR SUPPLY COMPANY

Respondent.

Case No. ENF24-M-TR-04

STIPULATED FINAL ORDER

IT IS HEREBY stipulated AND AGREED by and between the parties to the above-entitled matter:

I. PARTIES

1. Complainant is the Enforcement Division of the California Privacy Protection Agency (“the Agency”), which enforces the California Consumer Privacy Act of 2018, Civ. Code §§ 1798.100 – 1798.199.100, as amended.¹

2. Respondent is Tractor Supply Company (“Tractor Supply”), a Delaware corporation with its principal place of business at 5401 Virginia Way, Brentwood, TN 37027. Tractor Supply has conducted business within the State of California at all times relevant to this Stipulated Final Order.

¹ All statutory references are to California law unless otherwise stated.

II. JURISDICTION

3. Pursuant to Civil Code §§ 1798.199.40(a) and 1798.199.55, the Agency may enforce the CCPA through administrative actions.

4. Pursuant to Government Code § 11415.60(a), the Agency may formulate and issue a decision by settlement, pursuant to an agreement of the parties, without conducting an adjudicative proceeding.

III. DEFINITIONS

The following terms in this Stipulated Final Order shall have these meanings:

5. “Agency” means Complainant, the Enforcement Division of the California Privacy Protection Agency.

6. “CCPA” means the California Consumer Privacy Act of 2018, Civil Code §§ 1798.100–1798.199.100, as amended.

7. “CCPA requests” means consumer requests submitted pursuant to the CCPA, specifically Civil Code §§ 1798.105, 1798.106, 1798.110, 1798.115, 1798.120, and 1798.121. CCPA requests include requests to correct, requests to delete, requests to know, requests to limit, and requests to opt-out of sale/sharing as those terms are defined in Code of Regulations, title 11, § 7001(x), (y), (z), (aa), (bb), and (cc).

8. “Collect” has the meaning provided in Civil Code § 1798.140(f).

9. “Consumer” has the meaning provided in Civil Code § 1798.140(i).

10. “Contractor” has the meaning provided in Civil Code § 1798.140(j)(1).

11. “Cross-context behavioral advertising” has the meaning provided in Civil Code § 1798.140(k).

12. “Digital properties” means all public-facing websites and mobile applications owned or operated by Tractor Supply that are accessible by consumers, including without limitation, www.TractorSupply.com, www.Petsense.com, and the Tractor Supply mobile application.

13. “Homepage” has the meaning provided in Civil Code § 1798.140(p).

14. “Opt-out of sale/sharing” or “opting-out of sale/sharing” means any action taken by a consumer to direct Tractor Supply not to sell or share their personal information, including by enabling an opt-out preference signal.

15. “Opt-out preference signal” has the meaning provided in Code of Regulations, title 11, § 7001(u).

16. “Personal information” has the meaning provided in Civil Code § 1798.140(v), which includes the definitions of “unique identifier” and “unique personal identifier” provided in Civil Code § 1798.140(aj).
17. “Request to delete” has the meaning provided in Code of Regulations, title 11, § 7001(y).
18. “Request to know” has the meaning provided in Code of Regulations, title 11, § 7001(z).
19. “Request to opt-out of sale/sharing” has the meaning provided in Code of Regulations, title 11, § 7001(cc).
20. “Sale” or “sell” has the meaning provided in Civil Code § 1798.140(ad).
21. “Service provider” has the meaning provided in Civil Code § 1798.140(ag)(1).
22. “Share” has the meaning provided in Civil Code § 1798.140(ah).
23. “Third party” has the meaning provided in Civil Code § 1798.140(ai).
24. “Tractor Supply” means Respondent Tractor Supply Company.
25. “Tracking technologies” mean any scripts, cookies, pixel tags, web beacons, software development kits, or other tracking devices or mechanisms that are used to collect and analyze information about a consumer’s activity on a website or application.

IV. FACTUAL FINDINGS

26. Californians enjoy an inalienable right to privacy in Article I, Section 1 of the California Constitution. In 2018, the Legislature took action to protect Californians’ privacy in the digital age by enacting the California Consumer Privacy Act (“CCPA”), Civ. Code §§ 1798.100–1798.199.100. The CCPA gives consumers certain rights with regard to their personal information, such as the right to know what personal information businesses collect from them, the right to stop businesses from selling their personal information, and the right to have it deleted.
27. In November 2020, California voters approved Proposition 24 (“Prop. 24”) with the aim of giving consumers more control over how businesses collect, use, share, and profit from their personal information. Prop. 24 strengthened the CCPA and established the Agency as an “independent watchdog” to “vigorously enforce the law,” recognizing that the unauthorized use and sharing of personal information creates a “heightened risk of harm” for consumers. Prop. 24, § 3(L) (2020).
28. Tractor Supply is a for-profit corporation that describes itself as the nation’s largest rural lifestyle retailer. Tractor Supply has a large presence in California as farmers, ranchers, and agricultural workers form an important component of the state’s fabric and

economy. Tractor Supply operates more than 85 brick-and-mortar stores across California, as well as a website and mobile application for online purchases.

29. Tractor Supply collects consumers' personal information and determines the purposes and means of the processing of consumers' personal information. The company has an annual gross revenue in excess of \$26.625 million, and the company annually sells or shares, in combination, the personal information of 100,000 or more consumers or households. Thus, the CCPA applies to Tractor Supply.

30. In 2024, the Agency opened an investigation into Tractor Supply's privacy practices after receiving a complaint from a consumer in Placerville, California. Tractor Supply produced thousands of pages of documents, answered the Agency's questions, met with the Agency numerous times, and has remediated most of the issues described below.

31. The relevant time period is January 1, 2023 through July 1, 2024, unless stated otherwise.

A. TRACTOR SUPPLY'S HANDLING OF CONSUMER REQUESTS TO OPT-OUT OF SALE/SHARING

32. Pursuant to the CCPA, a consumer can request to opt-out of sale/sharing. *See* CIV. CODE § 1798.120(a).

33. Consumers can request to opt-out of sale/sharing in various ways, including through a "Do Not Sell or Share My Personal Information" link on a business's homepage and/or by sending an opt-out preference signal. *See* CIV. CODE § 1798.135(a)(1); CODE REGS. tit. 11, § 7025(a)–(b). An opt-out preference signal allows consumers to broadcast a "do not sell or share" signal across every website they visit, without having to click each time on an opt-out link.

34. A business that receives a consumer request to opt-out of sale/sharing is prohibited from continuing any further sales or shares of that consumer's personal information, unless the consumer subsequently consents. *See* CIV. CODE § 1798.120(d).

1. Tractor Supply's "Do Not Sell My Personal Information" Link and Webform Did Not Effectuate Consumers' Opt-out Requests

35. Tractor Supply's website uses cookies and similar tracking technologies that make available to third parties certain personal information of consumers, such as cookie identifiers, IP addresses, and other unique identifiers for advertising purposes, resulting in the sale/share of consumer personal information. However, Tractor Supply failed to align its process for accepting consumer requests to opt-out of sales/shares to CCPA requirements, and thus failed to honor these opt-out requests.

36. Tractor Supply provided consumers with a link in the footer of its website titled "Do Not Sell My Personal Information."

37. Clicking on this link directed consumers to Tractor Supply's privacy webform. The webform, in turn, allowed consumers to submit various CCPA requests, including a "Do not sell my information" request, as shown below:

TSC TRACTOR SUPPLY CO.

Exercise Your Privacy Rights

You can use this form to submit a request regarding your personal information. Please provide the requested information and we will respond as soon as possible. For more details and information about how we use and protect your personal information, please visit our [Privacy Notice \(https://www.tractorsupply.com/policies-information_customer-solutions_tsc-privacy-policy\)](https://www.tractorsupply.com/policies-information_customer-solutions_tsc-privacy-policy).

*** Select Request Type:**

Request to know categories of information about me Request to delete my information Request to know specific information about me

Do not sell my information

*** First Name**

*** Last Name**

*** Email Address**

*** Street Address**

*** City**

*** State**

*** Zip Code**

Phone Number

United States (+1) 10 digits, no dashes

Acknowledgement

By submitting this form, I confirm the information I have provided is accurate.

38. Although Tractor Supply's webform purported to allow consumers to opt-out of the sale of their personal information, completion of the webform did not opt-out consumers from the third-party tracking technologies that Tractor Supply used for advertising purposes. The webform also did not inform consumers where or how they could opt-out of Tractor Supply's selling or sharing of their personal information through those technologies.

39. Tractor Supply's webform had no effect upon how the company shared consumers' personal information through third party tracking technologies used for advertising purposes, leaving consumers with the false impression that Tractor Supply had stopped selling and sharing their personal information.

40. During the relevant time period, consumers submitted “Do not sell my information” requests using Tractor Supply’s online webform, and Tractor Supply subsequently continued to sell or share their personal information through third party tracking technologies used for advertising purposes.

41. Thus, Tractor Supply violated section 1798.135(a)(1) of the Civil Code each time it collected and subsequently sold or shared consumers’ personal information without providing consumers with an effective way to opt-out. Tractor Supply also violated section 1798.120(d) of the Civil Code each time it failed to honor consumers’ request to opt-out of sale/share submitted using the webform.

2. Tractor Supply Did Not Process Opt-Out Preference Signals

42. Consumers can also submit opt-out requests by configuring their web browsers to transmit an opt-out preference signal. *See* CIV. CODE § 1798.185; *see also* CODE REGS. tit. 11, § 7025.

43. Businesses must explain in their privacy policy how an opt-out preference signal will be processed (*i.e.*, whether the signal applies to the device, browser, consumer account, and/or offline sales, and in what circumstances) and how the consumer can use an opt-out preference signal. *See* CODE REGS. tit. 11, § 7011(e)(3)(F).

44. During the relevant time period, Tractor Supply’s privacy policy did not include the required opt-out preference signal provisions.

45. Tractor Supply did not configure its website to honor consumers’ requests to opt-out of sharing/sale using an opt-out preference signal until July 2024.

46. By failing to honor consumers’ requests to opt-out of sharing/sale submitted using an opt-out preference signal, Tractor Supply violated sections 1798.120(a) and 1798.135(a) of the Civil Code, and section 7026 of title 11 of the California Code of Regulations, each time the company failed to honor a consumer’s request to opt-out submitted using an opt-out preference signal.

3. Tractor Supply Did Not Properly Contract with Its Service Providers, Contractors and Third Parties to Protect Consumers’ Privacy

47. Tractor Supply collects personal information about consumers on its website. Tractor Supply then discloses, shares or sells that personal information to various entities.

48. The CCPA requires businesses that collect and disclose personal information to a third party, service provider, or a contractor to enter into a contract with the recipient containing certain terms. *See* CIV. CODE § 1798.100(d); CODE REGS. tit. 11, §§ 7051, 7053.

49. Contracts with service providers or contractors must identify the limited and specified purposes for which the personal information can be used and must limit the recipient’s use of the personal information for only those purposes. The contracts must also require the

recipient to comply with the CCPA and provide the same level of privacy protection that the CCPA requires of businesses, among other things.

50. Tractor Supply failed to ensure that all of its contracts with service providers and with third parties, such as advertising technology companies that used consumers' personal information for cross-context behavioral advertising purposes, contained the provisions required under the CCPA. *See* CODE REGS. tit. 11, §§ 7051, 7053.

51. In particular, certain contracts with service providers and third parties (collectively, the "contracting party") failed to:

- prohibit the service provider from selling or sharing personal information it collected in providing the services, *see* CODE REGS. tit. 11, § 7051(a)(1);
- prohibit the service provider from retaining, using, or disclosing the personal information it collected outside of the direct business relationship between the service provider and Tractor Supply, unless expressly permitted by the CCPA, *see id.* § 7051(a)(5);
- identify the limited and specified purpose(s) for which consumers' personal information was processed or disclosed, *see id.* §§ 7051(a)(2), 7053(a)(1);
- make available consumers' personal information only for those limited and specified purposes, *see id.* § 7053(a)(2);
- require the contracting party to comply with the CCPA, and thus provide the same level of privacy protection required of Tractor Supply, *see id.* §§ 7051(a)(6), 7053(a)(3);
- require the contracting party to honor consumers' requests to opt-out of sale/sharing forwarded to it by Tractor Supply, *see id.* § 7053(a)(3);
- grant Tractor Supply the right to take reasonable and appropriate steps to ensure the contracting party used consumers' personal information in a manner consistent with Tractor Supply's CCPA obligations, *see id.* §§ 7051(a)(7), 7053(a)(4);
- grant Tractor Supply the right to take to take reasonable and appropriate steps to stop and remediate unauthorized use of consumers' personal information, *see id.* §§ 7051(a)(9), 7053(a)(5); or
- require the contracting party to notify Tractor Supply if the contracting party determined it could no longer meet its CCPA obligations, *see id.* §§ 7051(a)(8), 7053(a)(6).

B. TRACTOR SUPPLY'S DEFICIENT NOTICE TO CONSUMERS

52. The CCPA requires businesses to inform consumers "about the rights they have regarding their personal information" and give consumers "information necessary for them to

exercise those rights.” CODE REGS. tit. 11, § 7011(a). Businesses are required to provide this information through a privacy policy posted online and accessible through a conspicuous link. *Id.* § 7011(d), (e)(2).

53. Privacy policies give consumers a comprehensive description of a business’s online and offline information practices. For example, privacy policies must disclose the categories of personal information the business collected in the preceding 12 months, the categories of sources from which it was collected, and the specific business or commercial purpose for which it was collected. The policies must contain affirmative statements whether the business sold, shared, or disclosed personal information over the preceding 12 months. In addition, the policies must identify the categories of recipients to whom personal information was sold, shared, or disclosed, and the specific business purpose for which it was sold, shared, or disclosed. *See* CIV. CODE §§ 1798.110, 1798.130; CODE REGS. tit. 11, § 7011(e).

54. Privacy policies must inform consumers of their statutorily provided privacy rights, including the right to know what personal information the business has collected from the consumer, the right to delete that information, the right to correct inaccurate personal information, the right to limit the use or disclosure of sensitive personal information, and the right not to receive discriminatory treatment for exercising any privacy rights. *See* CODE REGS. tit. 11, § 7011(e). Privacy policies must also explain how consumers may exercise those rights, and businesses operating online must explain how an opt-out preference signal will be processed and how consumers can use an opt-out preference signal. *See id.* § 7011(e)(3).

55. Tractor Supply’s privacy policy provided none of these disclosures. Instead, as it related to Californians’ privacy rights, the entirety of Tractor Supply’s disclosure regarding consumers’ rights was the following:

14. California Privacy Rights

Pursuant to Section 1798.83 of the California Civil Code, residents of California have the right to request from a business, with whom the California resident has an established business relationship, certain information with respect to the types of personal information the business shares with third parties for direct marketing purposes by such third party and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. To request a copy of the information disclosure provided by Tractor Supply pursuant to Section 1798.83 of the California Civil Code, please contact us.

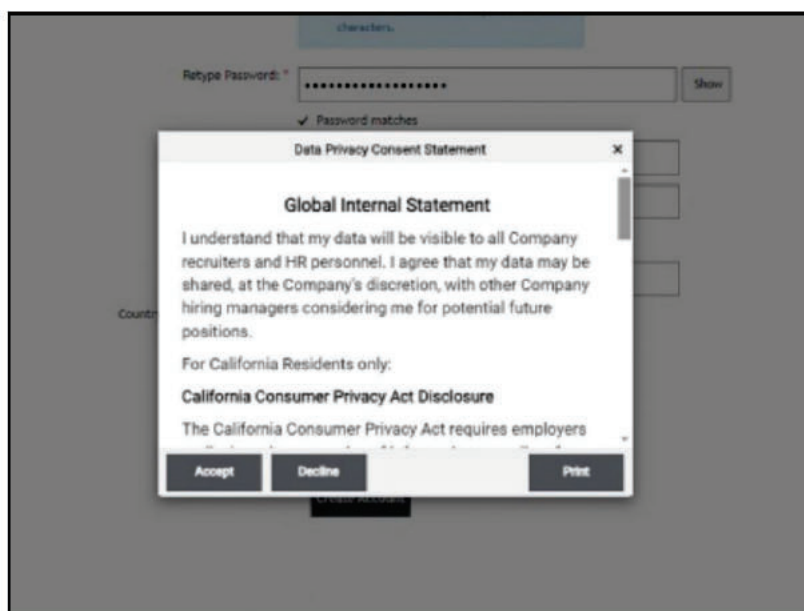
If you are a California resident and wish to request information regarding your personal data, please click [here](#).

56. The CCPA also requires businesses to update their privacy policies annually. *See* CIV. CODE § 1798.130(a)(5). Tractor Supply posted its privacy policy in September 2018, updated it in November 2021, and did not update it again until years later, after the company learned of the Agency’s investigation.

C. TRACTOR SUPPLY’S DEFICIENT NOTICE TO JOB APPLICANTS

57. Starting on January 1, 2023, Businesses such as Tractor Supply must notify job applicants about their CCPA rights and give them the information needed to exercise those rights. *See* CIV. CODE § 1798.145(m)(1), (m)(4).

58. Tractor Supply’s website contains a careers page where consumers can apply for jobs at the company. As part of the application process, Tractor Supply provided online job applicants from California with the following disclosure in a pop-up:



59. The entirety of the disclosure in this pop-up appears in the figure, below:

Global Internal Statement

I understand that my data will be visible to all Company recruiters and HR personnel. I agree that my data may be shared, at the Company's discretion, with other Company hiring managers considering me for potential future positions.

For California Residents only:

California Consumer Privacy Act Disclosure

The California Consumer Privacy Act requires employers to disclose the categories of information we collect for job applicants and employees and the business purposes for which the information will be used.

Categories of information collected

Team Members/Associates & Job Applicants

- We collect personal information which means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.
- We collect: identifiers, such as a real name, alias, postal address, unique personal identifier, online identifier Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers.
- We also collect characteristics of protected classifications under California or Federal law. We also collect professional or employment related information and educational information.

Business Purpose for which the information will be used

We will utilize the information collected for business purposes common in the employment context, including the following:

- To evaluate job applicants' candidacy and eligibility for employment;
- To comply with state and federal law requiring employers to maintain certain records;
- To effectively process payroll;
- To administer and maintain group health insurance benefits and retirement plans; and
- To manage employee performance of their job duties.

60. This disclosure at the time failed to provide job applicants with any notice of their CCPA rights, nor any description of how to exercise those rights.

V. CONTINGENCY

61. This Stipulated Final Order shall be contingent upon approval by the Board of the California Privacy Protection Agency (Board). Tractor Supply understands and agrees that counsel for Complainant and the staff of the Agency may communicate directly with the Board and the staff of the Agency regarding this Stipulated Final Order, without notice to or participation by Tractor Supply or its counsel. By signing the Stipulated Final Order, Tractor Supply understands and agrees that it may not withdraw its agreement or seek to rescind the Stipulated Final Order before the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Order of Decision, the Stipulated Final Order shall be of no force or effect except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Agency shall not be disqualified from further action by having considered this matter.

VI. OTHER MATTERS

62. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Final Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals. The parties may execute this Stipulated Final Order in counterparts.

63. This Stipulated Final Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Final Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

64. In consideration of the foregoing stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Order of Decision:

VII. ORDER

IT IS HEREBY ORDERED that:

A. Administrative Fine

65. In accordance with Civil Code § 1798.199.55, Tractor Supply shall pay an administrative fine in the amount of one-million three-hundred-fifty thousand dollars (\$1,350,000). This payment shall be made to the California Privacy Protection Agency no later than thirty (30) days after the effective date of the Board's decision approving the Stipulated Final Order pursuant to written instructions to be provided by the Enforcement Division.

B. Compliance with Law

66. The CPPA recognizes and credits Tractor Supply's remediation efforts. Since learning of the investigation in 2024, Tractor Supply has substantially revised its practices,

remediated many of the issues identified above, and has committed substantial financial and other resources to remediating the shortcomings identified in this Stipulated Final Order.

67. To the extent it has not already done so, Tractor Supply shall comply with the following provisions of the CCPA and its implementing regulations: Civil Code §§ 1798.100, 1798.120, 1798.130, and 1798.135, and Code of Regulations, title 11, §§ 7003, 7004, 7010, 7011, 7013, 7025, 7026, and 7050–7053.

68. To the extent it has not already done so, Tractor Supply shall modify the methods it provides for consumers to submit opt-out of share/sell requests in the following ways.

- a. Tractor Supply shall, at least quarterly, scan its digital properties and maintain a full and current inventory of tracking technologies.
- b. At a minimum, the inventory shall identify, for each such tracking technology, whether Tractor Supply believes in good faith that the tracking technology is used for a selling or sharing purpose and is supported by a CCPA-compliant contract.
- c. For any tracking technologies that Tractor Supply uses for cross-context behavioral advertising, Tractor Supply shall properly configure the digital property to recognize and give full effect to consumer requests submitted via an opt-out preference signal.
- d. To the extent it has not already done so, Tractor Supply shall change its method for submitting requests to opt-out of sale/sharing by:
 1. Honoring opt-out preference signals in a frictionless manner or including a “Do Not Sell or Share My Personal Information” link that directs consumers to a method that effectuates a consumer’s request to opt-out of all selling and sharing conducted by Tractor Supply consistent with the CCPA; and
 2. Applying opt-out preference signals, such as the Global Privacy Control, to known consumers in compliance with Code of Regulations, title 11, § 7025.

69. To the extent it has not already done so, Tractor Supply shall ensure symmetry of choice in compliance with Code of Regulations, title 11, § 7004(a)(2), by updating:

- a. its tracking technologies management platform so that the button rejecting the use of tracking technologies is a similar size and design as any button accepting the use of tracking technologies.
- b. its website’s pop-up banner related to tracking technologies so that the button rejecting the use of tracking technologies is a similar size and design as any button accepting the use of tracking technologies.

70. To the extent it has not already done so, Tractor Supply shall review its privacy policies to ensure compliance with the CCPA.

71. To the extent it has not already done so, Tractor Supply shall notify by email all employees and job applicants that it has updated its Privacy Policy and its California Employee Privacy Policy, provide copies of those Policies as attachments or links, and provide points of contact for questions or exercise of consumer rights.

72. To the extent it has not already done so, Tractor Supply shall ensure that all personnel handling CCPA requests are informed of all requirements under the CCPA and its implementing regulations relevant to their job functions in connection with CCPA requests. Upon request, Tractor Supply shall confirm in writing to the Enforcement Division that it has provided updated CCPA training to all personnel handling CCPA requests.

73. To the extent it has not already done so, Tractor Supply shall modify its contract management and tracking process to ensure that all required contractual terms are in place with all external recipients of personal information. By March 31, 2026, Tractor Supply shall confirm in writing to the Enforcement Division that all required contractual terms are in place with all external recipients of personal information.

74. For a period of five (5) years, and as required by the CCPA thereafter, Tractor Supply shall annually post on its website the metrics described in Code of Regulations, title 11, § 7102.

75. On March 31, beginning in 2026, and each year for a period of four (4) years, Tractor Supply shall provide to the Enforcement Division a written certification of compliance with this Stipulated Final Order, signed by an officer or director of the company.

76. By March 31, 2026, and for a period of four (4) years thereafter, to the extent it has not already done so, Tractor Supply shall implement and maintain a program to assess and monitor whether it is effectively processing consumers' requests to opt-out of sale/sharing, including requests submitted via an opt-out preference signal.

77. By March 31, 2026, and for a period of four (4) years thereafter, Tractor Supply shall conduct an annual review of its website and any mobile applications to determine the third parties and service provider or contractors with whom it makes available personal information collected through tracking technologies. Tractor Supply shall document and share the results of this review with the Agency in an annual report, to include the following:

- a. For entities that are service providers or contractors, Tractor Supply will enter into contracts that meet the requirements of the CCPA and shall maintain audit records confirming each contract contains the requirements set forth in Code of Regulations, title 11, § 7051(a).
- b. For entities that are third parties, Tractor Supply will enter into contracts that meet the requirements of the CCPA, shall maintain audit records confirming each contract contains the requirements set forth in Code of Regulations, title 11,

§ 7053(a), and verify and document that Tractor Supply does not sell or share the personal information of opted-out consumers to or with these third parties.

- c. The identity, by position, of the person(s) responsible for reviewing the contracts to ensure their compliance with the CCPA and this annual report.

78. To the extent permitted by the laws of the State of California, all reports, reviews, and sharing of information pursuant to this Stipulated Final Order are deemed confidential and exempt from disclosure under the relevant public records laws.

79. Unless otherwise specified, Tractor Supply shall complete implementation of any process and system changes to effectuate the modifications required by this Stipulated Final Order within ninety (90) days after the effective date of the Board's decision approving it.

80. Each party shall bear its own attorneys' fees and costs.

VIII. ADDITIONAL GENERAL PROVISIONS

81. Tractor Supply acknowledges that the Agency possesses broad authority to investigate potential violations of the CCPA, including those that occurred before January 1, 2023. Tractor Supply makes this acknowledgement independent of the agreements contained in this Stipulated Final Order. Consequently, the Agency intends to discontinue the subpoena enforcement matter captioned as *In re Investigation of Tractor Supply Co.*, No. 25CV018464 (Cal. Super. Ct. Aug. 6, 2025).

82. Nothing in this Stipulated Final Order shall be construed as relieving Tractor Supply of its obligations to comply with all applicable state and federal laws, regulations, or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

83. Tractor Supply shall use reasonable efforts to notify its officers, directors, employees, agents, and contractors responsible for carrying out and effecting the terms of this Stipulated Final Order and the requirements therein.

84. Tractor Supply agrees that the terms of this Stipulated Final Order are in the public interest and fair, adequate, and reasonable under all the circumstances.

85. Tractor Supply agrees to be bound by the terms of this Stipulated Final Order.

86. Tractor Supply waives the right to any hearings, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the California Administrative Procedures Act, the California Code of Civil Procedure, or any other provision of law. By waiving such rights, Tractor Supply consents to this Stipulated Final Order becoming final.

87. This Stipulated Final Order shall bind Tractor Supply's subsidiaries, heirs, administrators, executors, successors, and transferees.

88. Notwithstanding paragraph 80, in the event the Agency prevails in seeking to enforce any term of this Stipulated Final Order, the Agency shall be entitled to an award of attorney fees and costs in its favor and against Tractor Supply for the time spent and costs incurred in prosecuting such action.

89. Failure to complete the payment or comply with any terms of this Stipulated Final Order shall result in enforcement of the Order in the Superior Court of California.

90. Any notices and reports under this Stipulated Final Order shall be served by email as follows:

To the Complainant:

Deputy Director, Enforcement Division
California Privacy Protection Agency
400 R Street, Suite 350
Sacramento, CA 95811
ENF-processing@coppa.ca.gov

To the Respondent:

Tractor Supply Company
Attn: General Counsel
5401 Virginia Way, Brentwood, TN 37027
Cc: LegalNotices@TractorSupply.com

91. Each person who signs this Stipulated Final Order in a representative capacity warrants that he or she is duly authorized to do so. Further, each party itself (a) acknowledges that such party has been advised by competent legal counsel in connection with the execution of this Stipulated Final Order, has read each and every paragraph of this Stipulated Final Order, and understands the respective rights and obligations set forth herein, and (b) represents that the commitments, acknowledgment, representations, and promises set forth herein are freely and willingly undertaken and given.

92. Tractor Supply represents that this Stipulated Final Order is freely and voluntarily entered without any degree of duress or compulsion whatsoever.

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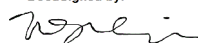
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IX. SIGNATURES

RESPONDENT
TRACTOR SUPPLY COMPANY

DATED: 9/1/2025 _____

BY:

DocuSigned by:

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Noni Ellison

Senior Vice President, General Counsel and
Corporate Secretary
TRACTOR SUPPLY COMPANY

AS TO FORM AND CONTENT:



Gretchen A. Ramos (CA Bar # 198689)
Darren J. Abernethy (CA Bar # 305430)
Greenberg Traurig, LLP
Attorneys for Respondent

COMPLAINANT
THE CALIFORNIA PRIVACY PROTECTION AGENCY
ENFORCEMENT DIVISION

DATED: September 4, 2025

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