BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of: Federal Express Corporation, Respondent.	Case No. ENF25-073-TS-FE

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-captioned matter.

This Decision shall become effective immediately.

IT IS SO ORDERED this 6th day of November, 2026.

BY THE BOARD:

JENNIFER M. URBAN
Chair
California Privacy Protection Agency

LARA KEHOE HOFFMAN
Acting Deputy Director of Enforcement
LISA B. KIM (SBN 229369)
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BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of: FEDERAL EXPRESS CORPORATION, Respondent.	CASE NO. ENF25-073-TS-FE

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 ("Agency"), which enforces the California Consumer Privacy Act of 2018, Civ. Code §§ 1798.100–1798.199.100, as amended, and its implementing regulations (collectively, the "CCPA").[1]

2. Respondent is Federal Express Corporation ("FedEx"), a Delaware corporation with its principal place of business at 3610 Hacks Cross Road, Memphis, TN 38125.

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

II. JURISDICTION

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

4. Pursuant to Government Code section 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.

5. FedEx is a for-profit corporation that 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. FedEx conducted business within the State of California at all times relevant to this Stipulated Final Order.

III. DEFINITIONS

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

6. "Agency" means the California Privacy Protection Agency.

7. "CCPA" means the California Consumer Privacy Act of 2018, Civ. Code §§ 1798.100–1798.199.100, as amended, and its implementing regulations.

8. "Collect" has the meaning provided in Civil Code section 1798.140(f).

9. "Consumer" has the meaning provided in Civil Code section 1798.140(i).

10. "Cross-context behavioral advertising" has the meaning provided in Civil Code section 1798.140(k).

11. "Digital properties" means all public-facing websites and mobile applications owned or operated by FedEx that are accessible by consumers and subject to the CCPA, including without limitation, www.fedex.com, and its respective mobile applications.

12. "Enforcement Division" means Complainant, the Enforcement Division of the California Privacy Protection Agency.

13. "FedEx" means Respondent Federal Express Corporation.

14. "Online tracking technologies" means 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.

15. "Opt-out preference signal" has the meaning provided in Code of Regulations, title 11, section 7001(aa).

16. "Personal information" has the meaning provided in Civil Code section 1798.140(v).

17. "Request to opt-out of sale/sharing" has the meaning provided in Code of Regulations, title 11, section 7001(rr).

18. "Right to opt-out of sale/sharing" has the meaning provided in Code of Regulations, title 11, section 7001(yy).

19. "Sale" or "sell" has the meaning provided in Civil Code section 1798.140(ad).

20. "Service Provider" has the meaning provided in Civil Code section 1798.140(ag)(1).

21. "Share" has the meaning provided in Civil Code section 1798.140(ah).

22. "Third party" has the meaning provided in Civil Code section 1798.140(ai).

IV. FACTUAL FINDINGS

23. FedEx is a multinational company that specializes in transportation, e-commerce, and business services. FedEx describes itself as "the largest express transportation company in the world," and is perhaps best known for its delivery services.

24. FedEx has a large and significant presence in California. As a critical transit point for trade between the U.S. and other countries, California is an important part of FedEx's US operations.

25. FedEx collects and processes the personal information of millions of Californians who interact with www.fedex.com and visit its physical stores each month, with consumer activity increasing substantially during the end-of-the-year holiday season.

26. FedEx shared consumers' personal information with third-party companies for the purpose of cross-context behavioral advertising through certain third-party online tracking technologies such as cookies and pixels on www.fedex.com. These online tracking technologies collected personal information, such as unique device and user identifiers, and made that information available to companies that offer advertising technology ("AdTech companies").

27. The CCPA provides consumers with important privacy rights, including the right to opt-out of the sale/sharing of their personal information, which gives consumers the ability to limit the extent to which they are tracked online and the extent to which their personal information is promulgated across the internet.

28. The relevant time period is July 1, 2023 to October 27, 2025, unless otherwise indicated.

A. FedEx Shares Consumers' Personal Information Through Online Tracking Technologies

29. FedEx places numerous online tracking technologies, such as cookies and pixels, on its digital properties. Online tracking technologies operate in the background, outside the view of everyday website visitors. They collect information about the consumer interacting with the digital properties, assign unique identifiers to the browser or device the consumer is using, and transmit or make that information available to third parties. This information can be used to identify or recognize consumers across different sessions, websites, and applications.

30. Specifically, FedEx installed on its digital properties online tracking technologies from Meta, LinkedIn, Google, Adobe, and other AdTech companies. These online tracking technologies made personal information about consumers visiting FedEx's digital properties, such as unique device and user identifiers, available to these AdTech companies for purposes that included targeted advertising. This personal information did not include shipping data.

31. Some of these AdTech companies also engaged in cookie syncing or cookie matching, a process in which these companies exchange their respective tracking identifiers and match them so they can each recognize the same individual across different websites and platforms. This matching allows those AdTech companies to link data they collected in separate contexts to additional data held by others to assemble even more detailed profiles of the consumer across the AdTech ecosystem, enabling more extensive cross-context behavioral advertising and deepening the consumer's exposure to pervasive tracking, targeted advertising, and intrusive inferences about their behavior and interests.

32. Information showing that a consumer visited FedEx's digital properties may be a particularly valuable contribution to a consumer's profile because it may indicate potential interest in shipping-related services. When combined with unique identifiers collected through the online tracking technologies described above, this information contributes to more detailed profiling of the consumer within the digital advertising ecosystem.

33. These concerns persist even when visits to FedEx's digital properties occur in a business-to-business context. Consumers frequently use personal devices for both personal and work-related activities, allowing identifiers collected during such visits to be associated with the consumer's broader online behavior. As a result, AdTech companies can incorporate this data into existing cross-context behavioral profiles to support audience segmentation and targeted advertising.

34. The CCPA defines the term "share" broadly to include the disclosing, making available, transferring, or otherwise communicating by electronic or other means a consumer's personal information by a business to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration. *See* Civil Code § 1798.140(ah). "Cross-context behavioral advertising" means the targeting of advertising to a consumer based on the consumer's personal information obtained from the consumer's activity across businesses, websites, applications, or services, other than the business, distinctly branded internet website, application, or service with which the consumer intentionally interacts. *Id.*, § 1798.140(k).

35. FedEx's use of these online tracking technologies meets this definition of sharing. FedEx is a business that makes available consumers' personal information to third parties for the purpose of targeted advertising on websites and other platforms that are not FedEx's.

B. FedEx Stated in its Privacy Notices that It Did Not Sell or Share Personal Information

36. The CCPA requires businesses that sell or share personal information to make certain disclosures to consumers and to provide them with a right to opt-out of the sale and sharing of their personal information.

37. Specifically, businesses are required to state within their online privacy policy whether they sell or share personal information, including which categories of personal information they sell or share, and how they can exercise their right to opt-out of the sale and sharing of their personal information. *See* Civil Code § 1798.130(a)(5)(B)-(C); Code Regs. tit. 11, §§ 7011(e)(1)(D)-(F), 7011(e)(2)(D), 7011(e)(3). Businesses operating online must also explain how an opt-out preference signal will be processed and how consumers can use one. *See id.* § 7011(e)(3)(F).

38. A business that sells or shares personal information must also provide a Notice of Right to Opt-out of Sale/Sharing by either posting a "Do Not Sell or Share My Personal Information" or "Your Privacy Choices" link. The link must either take the consumer to a webpage that provides all the required information or immediately effectuate the consumer's right to opt-out of sale/sharing. *See id.* § 7013.

39. Although FedEx used online tracking technologies on its digital properties that shared consumers' personal information for cross-context behavioral advertising, FedEx told consumers that it did not engage in such selling or sharing. FedEx stated in its privacy policy: "We do not 'sell' or 'share' your Personal Information, including the Personal Data of children under the age of 16, as those terms are defined under California law and have not done so in the previous twelve months."

40. FedEx also failed to provide consumers with a Notice of Right to Opt-out of Sale/Sharing. While FedEx provided a "Cookie Consent" link, it neither included a "Do Not Sell or Share My Personal Information" nor a "Your Privacy Choices" link on its websites.

41. FedEx similarly failed to address in its privacy policy how it processes opt-out preference signals and how consumers can use an opt-out preference signal.

42. Accordingly, FedEx failed to provide the required disclosures to each consumer who visited FedEx's digital properties, in violation of Civil Code section 1798.130 and sections 7011 and 7013 of title 11 of the Code of Regulations.

C. FedEx Failed to Provide Consumers with a Compliant Way to Opt-Out of the Sharing of their Personal Information

43. Consumers have the right to direct businesses not to sell or share their personal information, including when such sale and sharing occurs through online tracking technologies. *See* Civil Code § 1798.120(a).

44. A business that sells or shares the personal information of consumers must provide two or more methods through which a consumer can submit requests to opt-out of sale/sharing. *See* Civil Code § 1798.135; Code Regs. tit. 11, § 7026(a). Businesses collecting personal information online must, at a minimum, allow consumers to submit requests to opt-out of sale/sharing through an opt-out preference signal and an interactive form accessible via the "Do Not Sell or Share My Personal Information" link or "Your Privacy Choices" link. *Id.*, §§ 7025, 7026.

45. A business that receives a consumer's 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 provides explicit consent to do so. *See* Civil Code § 1798.120(d).

1. FedEx Failed to Process Opt-out Preference Signals

46. An opt-out preference signal, such as Global Privacy Control ("GPC"), allows consumers to broadcast a "do not sell or share" signal to each website they visit, without having to click each time on an opt-out link.

47. GPC is a browser-based technical standard that allows a consumer to communicate or signal to each website they visit that they are exercising their right to opt-out of the sale/sharing. *See generally* Code Regs. tit. 11, §§ 7025(a)-(b). It does this by sending a standardized HTTP header and setting a JavaScript property that websites can detect and use to adjust how their website operates, including whether technologies that collect and share personal information are allowed to run.

48. California law has required businesses to honor opt-out preference signals, such as GPC, for more than six years. This obligation has been in place since 2020. *See* Code Regs. tit. 11, § 999.315(c) (effective August 14, 2020 to May 4, 2022); *id*. § 7026 (effective May 5, 2022 to March 28, 2023); *id*. § 7025 (effective March 29, 2023 to present).

49. Although FedEx installed on its digital properties numerous online tracking technologies that facilitated the sharing of consumers' personal information, it failed to configure its digital properties to properly detect and honor consumers' opt-out preference signals.

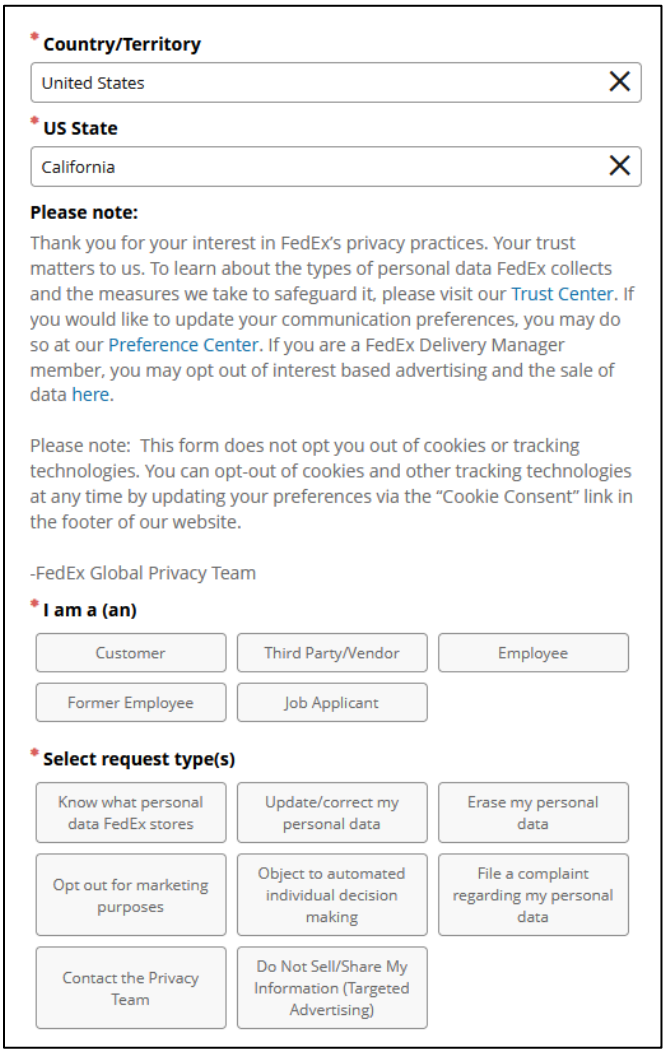
50. As a result, FedEx failed to comply with consumers' requests to opt-out of sale/sharing of their personal information submitted through opt-out preference signals and continued to share this personal information with multiple AdTech companies. Each such sharing of personal information violated section 1798.120(d) of the Civil Code, and sections 7025(c)(1) and 7026(f) of title 11 of the Code of Regulations.

2. FedEx's Online Webform and Cookie Consent Form Did Not Stop All Sharing of Personal Information

51. FedEx did not provide a "Do Not Sell or Share My Personal Information" nor a "Your Privacy Choices" link on its website, and thus, it did not provide a way to opt-out of sales and sharing through an interactive form accessible through such a link.

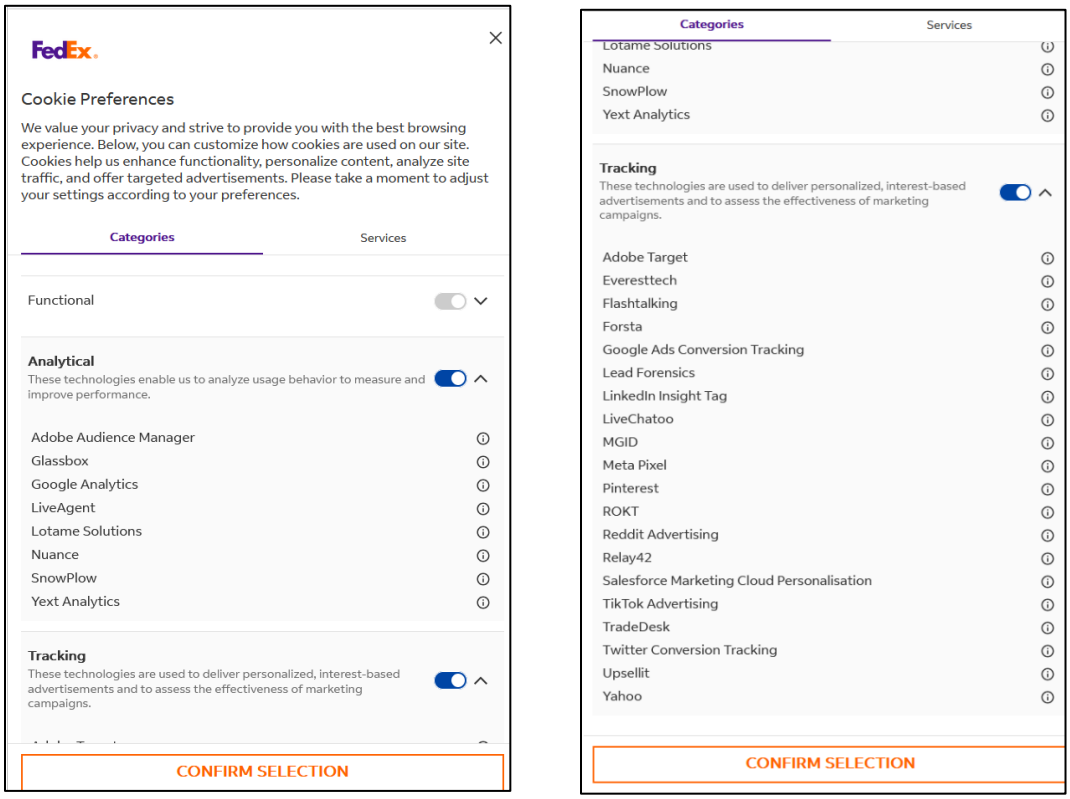
52. FedEx did provide an online webform through its privacy policy, but it did not address sales or sharing through FedEx's online tracking technologies. It explicitly stated: "This form does not opt you out of cookies or tracking technologies … [y]ou can opt-out of cookies and other tracking technologies at any time by updating your preferences via the 'Cookie Consent' link in the footer of our website."

Figure 1: FedEx's Request Form



53. If a consumer clicked on the "Cookie Consent" link on the footer of its website, as directed, FedEx opened a "Cookie Preferences" window that included granular controls for "Functional," "Analytical," and "Tracking" cookies.

Figure 2: FedEx's Cookie Preferences Window (September 2025)



54. Through the Cookie Preferences window, FedEx provided consumers the ability to toggle on/off settings for "Analytical" and "Tracking" cookies. However, even after toggling off those cookies, FedEx continued to make certain visitors' personal information available to some AdTech companies.

55. Accordingly, FedEx's Cookie Preferences window failed to provide all consumers with a functional way to exercise their right to opt-out of the sale/sharing of their personal information.

56. Moreover, FedEx could not rely on the Cookie Preferences window as a method for opting out of the sale and sharing of personal information because it did not address how the cookie settings apply to the sale/sharing of personal information. To rely on cookie settings as a method for opting out of sale and sharing, businesses must address the sale and sharing of personal information. *See* Code Regs. tit. 11, § 7026(a)(4).

V. CONTINGENCY

57. This Stipulated Final Order shall be contingent upon approval by the Board of the California Privacy Protection Agency ("Board"). FedEx 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 FedEx or its counsel. By signing the Stipulated Final Order, FedEx 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

58. 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.

59. 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.

60. 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. Monetary Provisions

61. In accordance with Civil Code § 1798.199.55, FedEx shall pay an administrative fine in the amount of two million nine hundred seventy-five thousand dollars ($2,975,000.00). 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. Non-Monetary Provisions

62. FedEx shall scan its digital properties, at least quarterly, to maintain a full and current inventory of online tracking technologies that sell or share personal information. For each of those online tracking technologies, FedEx shall:

a. Maintain contracts that comply with Code of Regulations, title 11, section 7053(a)(1)–(6), with all third parties to whom FedEx directly sells or shares personal information.

b. Maintain configurations on its digital properties to recognize and give full effect to consumer requests to opt-out of the sale or sharing of personal information as necessary to comply with CCPA on such property, whether

such requests are submitted through (1) an opt-out preference signal, such as GPC, or (2) through another method for submitting requests to opt-out of sale/sharing as required by the CCPA and Code of Regulations, title 11, section 7026(a). FedEx must ensure that its configurations:

i. Comply with timing requirements set forth in Code of Regulations, title 11, section 7026(f).

ii. Configure FedEx's digital properties to give full effect to consumer requests to opt-out of the sale or sharing of personal information.

63. FedEx shall test the configurations on its digital properties in both staging and production environments at least quarterly and whenever a new online tracking technology is added to its digital properties, to ensure that consumers' requests to opt-out of the sale/sharing are given full effect.

64. To the extent it has not already done so, FedEx shall develop and maintain a process for the onboarding of third parties with whom FedEx directly sells or shares personal information. Through this review process, FedEx shall ensure that it has entered into a contract that contains the relevant provisions required by the CCPA.

65. To the extent it has not already done so, and to the extent FedEx sells or shares personal information, FedEx shall allow consumers to submit requests to opt-out of sale/sharing through a "Do Not Sell or Share My Personal Information" or Alternative Opt-Out link (e.g., "Your Privacy Choices" link) on its digital properties. *See* Code Regs. tit. 11, § 7026(a)(1). Clicking on that link should either have the immediate effect of opting the consumer out of the sale or sharing of personal information or lead the consumer directly to a webpage where the consumer can learn about and make that choice. *Id.*, §§ 7013(a), 7015. FedEx shall not add unnecessary burden or friction to the process by which the consumer submits a CCPA request. *See id.*, §§ 7004(a)(5), 7026(b).

66. Any cookie management tool or control that FedEx provides for consumers to submit a request to opt-out of sale/sharing must explicitly address how the cookie control applies to the sale/sharing of personal information. *See id.*, § 7026(a)(4).

67. Where FedEx provides a notice to consumers that includes information about how they can exercise their choices regarding cookies on FedEx's digital properties, FedEx shall include an active link that takes the consumer to the place where they can exercise that choice. This provision shall apply to any notice accessible on FedEx's digital properties that includes in its title "privacy," "cookie," "ad choices," "interest-based advertising," or variations of those words.

68. Within one hundred eighty (180) days of the effective date of the Board's decision approving this Stipulated Final Order, and to the extent it has not already done so, and/or it is otherwise stipulated in this Order, FedEx shall review its practices for compliance with the CCPA, including, without limitation, the following:

a. Review of FedEx's privacy policies, notices, and other disclosures to consumers to ensure that they accurately state whether FedEx sells or shares personal information as those terms are defined by the CCPA. *See* Code of Regulations, title 11, §§ 7003-7004 and 7010-7016. Specifically, FedEx shall explicitly state within its privacy policy, notice at collection, and notice of right to opt-out of the sale/sharing whether it sells or shares personal information, as those terms are defined by the CCPA.

b. Review of the methods by which consumers submit requests to opt-out of sale/sharing of personal information to ensure that they are easy to execute, require minimal steps, and do not ask for more information than is necessary to process the request. *See id.*, §§ 7004, 7025, and 7026.

c. Review of the process for fulfilling requests to opt-out of sale/sharing of personal information to ensure that FedEx ceases the sale and sharing of personal information to third parties in response to such requests. *See id.*, § 7026(f).

69. FedEx shall annually post on its website the metrics described in the Code of Regulations, title 11, section 7102.

70. The obligations set forth in Section VII.B. shall remain in effect for a period of three (3) years from the effective date of the Board's decision approving this Stipulated Final Order, provided that nothing in this Order relieves FedEx of any independent obligation to comply with the CCPA thereafter.

71. Unless otherwise specified and to the extent necessary, FedEx shall complete implementation of any process and system changes to effectuate the modifications required by this Stipulated Final Order within two hundred and ten (210) days after the effective date of the Board's decision approving it.

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

VIII. ADDITIONAL GENERAL PROVISIONS

73. By entry of this Stipulated Final Order and following FedEx's compliance with all the terms set forth in paragraphs 61-71, the Agency releases FedEx (including its directors, officers, employees, subsidiaries, heirs, affiliated entities, administrators, executors, successors, and transferees) from and against all claims the Agency has under the CCPA arising from the conduct set forth in the factual findings of this Stipulated Final Order.

74. Nothing in this Stipulated Final Order shall be construed as relieving FedEx 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.

75. FedEx admits the truth of paragraphs 1-5 of this Stipulated Final Order. FedEx otherwise neither admits nor denies the factual findings in this Stipulated Final Order. FedEx

does not admit liability for any violation of the CCPA, actual or alleged. FedEx agrees to be bound by the terms of this Stipulated Final Order.

76. FedEx 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.

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

78. FedEx 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 Procedure Act, the California Code of Civil Procedure, or any other provision of law. By waiving such rights, FedEx consents to this Stipulated Final Order becoming final.

79. This Stipulated Final Order shall bind FedEx's directors, officers, employees, subsidiaries, heirs, affiliated entities, administrators, executors, successors, and transferees.

80. Notwithstanding paragraph 72, 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 attorneys' fees and costs in its favor and against FedEx for the time spent and costs incurred in prosecuting such action.

81. 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.

82. 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@cppa.ca.gov

To the Respondent:

Federal Express Corporation
Attn: Legal Department - Compliance
3610 Hacks Cross Road
Memphis, Tennessee 38125
dataprivacy@fedex.com

83. 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.

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

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[Signatures follow on next page]

IX. SIGNATURES

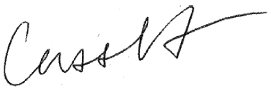
RESPONDENT
FEDERAL EXPRESS CORPORATION

DATED: November 1, 2026

BY: 

Albert C. Chin
Director, Global Head of Privacy
Federal Express Corporation

AS TO FORM AND CONTENT:



Cassandra Gaedt-Sheckter
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310 University Avenue
Palo Alto, CA 94301

Attorneys for Respondent

COMPLAINANT
THE CALIFORNIA PRIVACY PROTECTION AGENCY
ENFORCEMENT DIVISION

DATED: November 2, 2026

BY: _____

LARA KEHOE HOFFMAN
Acting Deputy Director of Enforcement

_____

LISA B. KIM
Attorney, Enforcement Division

_____

MICHAEL MEYER
Attorney, Enforcement Division

Attorneys for Complainant