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By _____, Deputy
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SACRAMENTO

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13 ***In re Investigation of Tractor Supply***
14 ***Company***

EXEMPT FROM FILING FEES
PER GOV. CODE § 6103

Case No.

**PETITION TO ENFORCE
INVESTIGATIVE SUBPOENA**

(GOV. CODE §§ 11180, et seq.)

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19 1. Californians enjoy an inalienable right to privacy enshrined in Article I, Section 1
20 of the California Constitution. In 2018, the Legislature sought to protect Californians' privacy in
21 the digital age by enacting the California Consumer Privacy Act ("CCPA"), Civil Code Section
22 1798.100, *et seq.* The law gives consumers the right to know what personal information
23 businesses collect from them, the right to stop businesses from selling their personal information,
24 and the right to have it deleted. In November 2020, California voters approved Proposition 24
25 ("Prop. 24") with the aim of giving consumers even more control over how businesses collect,
26 use, share, and profit from their personal information. Prop. 24 strengthened the CCPA and
27 established a new agency—the California Privacy Protection Agency ("the Agency")—as an
28

1 “independent watchdog” to “vigorously enforce the law,” recognizing that the unauthorized use
2 and sharing of personal information creates a “heightened risk of harm” for consumers. Prop. 24,
3 § 3(L) (2020).

4 2. In early 2024, a consumer in Placerville, California, complained to the Agency
5 about the privacy practices of Tractor Supply Company (“Tractor Supply”), a Fortune 500
6 company that bills itself as the nation’s largest rural lifestyle retailer. Tractor Supply has a large
7 presence in California as farmers, ranchers, and agricultural workers form an important
8 component of the state’s fabric and economy. Tractor Supply operates brick-and-mortar stores
9 across California and spent nearly \$100 million on advertising last year alone, including “digital
10 and social media initiatives, targeted digital video (connected TV and streaming programming),
11 and email.” Tractor Supply Co. SEC Form 10-K (Dec. 28, 2024), at 5. The Agency opened an
12 investigation after hearing from this California consumer.

13 3. Later, in January 2025, the Agency’s Enforcement Division sought evidence
14 from Tractor Supply by serving an investigative subpoena for interrogatories. *See* Subpoena,
15 attached as Exhibit A. The interrogatories sought basic facts about Tractor Supply’s privacy
16 practices, including things like the company’s processing of consumer requests under the CCPA,
17 the company’s use of technology to track consumers who visit Tractor Supply’s website, and the
18 company’s relationships with entities who receive consumers’ personal information. The
19 subpoena sought this information during the period between January 1, 2020, the date when the
20 CCPA became operative, and the present. *See* California Consumer Privacy Act, 2018 Cal. Legis.
21 Serv. Ch. 55 (A.B. 375) (West) (“this title shall be operative January 1, 2020”), codified at CAL.
22 CIV. CODE § 1798.198(a).

23 4. The Enforcement Division served the subpoena more than six months ago.
24 After months of dragging its feet, Tractor Supply ultimately refused to answer questions about its
25 business practices before January 1, 2023—leaving an evidentiary gap of three years from the
26 law’s operative date.

27 5. To explain this refusal, Tractor Supply contends that its practices before 2023
28 “fall outside the scope of the agency’s enforcement authority” because the Agency had not yet

1 and-mortar retail stores, 90 of which are in the State of California, including at least one store in
2 the County of Sacramento.

3 JURISDICTION AND VENUE

4 11. Jurisdiction and venue are proper in the Superior Court of the State of
5 California in the County of Sacramento under Government Code section 11186. The Agency is
6 headquartered and conducts operations in the City and County of Sacramento. The investigative
7 subpoena directed Tractor Supply to serve responses by electronic mail addressed to attorneys
8 assigned to the Agency's Enforcement Division, which reports to the Agency's Executive
9 Director in the City and County of Sacramento.

10 THE AGENCY'S ONGOING INVESTIGATION

11 12. In early 2024, the Agency's Enforcement Division began investigating Tractor
12 Supply's privacy practices. It appeared that Tractor Supply had failed to update its privacy policy
13 since November 2021, well beyond the 12-month requirement established by the CCPA, and
14 failed to include *any* of the required notices to consumers. *See* CAL. CIV. CODE § 1798.130 (West
15 2018). Since at least 2020, the CCPA has required businesses to inform consumers "about the
16 rights they have regarding their personal information" and give consumers "information
17 necessary for them to exercise those rights." CAL. CODE REGS. tit. 11, § 7011(a) (eff. Mar. 20,
18 2023); *see also id.* § 7011(a), (c) (eff. May 5, 2022 to Mar. 28, 2023); *id.* § 999.308(a), (c) (Aug.
19 14, 2020 to May 4, 2022).

20 13. It also appeared that Tractor Supply did not provide an effective way for
21 consumers to assert their rights. For example, since its inception in 2018, the CCPA has required
22 businesses to provide a clear and conspicuous link enabling consumers to opt-out of the sale of
23 their personal information, but Tractor Supply's link did not appear to effectuate that right for
24 consumers' online activity. *See* California Consumer Privacy Act, 2018 Cal. Legis. Serv. Ch. 55
25 (A.B. 375) (West) (creating Civil Code section 1798.135). Moreover, when Agency technologists
26 reviewed data flows to and from TractorSupply.com, it appeared that Tractor Supply was
27 disregarding consumers' requests to opt out of the sale or sharing of their personal information
28 transmitted using opt-out preference signals from their browsers. Since at least 2020, the CCPA

1 has required Tractor Supply to honor those signals. *See* CAL. CIV. CODE § 1798.185; *see also*
2 CAL. CODE REGS. tit. 11, § 7025 (effective March 29, 2023 to current), *id.* § 7026 (effective May
3 5, 2022 to March 28, 2023), and *id.* § 999.315(c) (effective August 14, 2020 to May 4, 2022); *see*
4 *also, e.g.*, Final Judg. ¶ 12, *People v. Sephora, Inc.*, No. CGC-22-601380 (Cal. Super. Ct. S.F.
5 Cnty. Aug. 23, 2022).

6 14. If Tractor Supply were, in fact, failing to notify Californians of their privacy
7 rights and disregarding their attempts to exercise those rights, this conduct could result in a large
8 number of violations. Any business that violates the CCPA shall be liable for an administrative
9 fine of up to \$2,663 “for each violation” (and up to \$7,988 for each intentional violation or each
10 violation involving consumers under age 16) and injunctive relief through administrative cease-
11 and-desist orders. *See* CAL. CIV. CODE § 1798.155(a); *id.* § 1798.199.95(d) (adjusting amounts for
12 inflation). The Agency affords businesses notice and a hearing “in accordance with the
13 Administrative Procedure Act” before issuing any such fines and cease-and-desist orders. *Id.*
14 § 1798.199.55(a).

15 15. The Agency must investigate the facts to understand the nature, existence,
16 scope, and duration of any violations, and “may consider all facts it determines to be relevant,
17 including the amount of time between the effective date of the statutory or regulatory
18 requirement(s) and the possible or alleged violation(s) of those requirements, and good-faith
19 efforts to comply with those requirements.” CAL. CODE REGS. tit. 11, § 7301(b).

20 **THE INVESTIGATIVE SUBPOENA**

21 16. In order to understand Tractor Supply’s privacy practices and the issues noted
22 above, the Agency sought evidence from Tractor Supply. On January 10, 2025, the Agency’s
23 Enforcement Division, acting with delegated authority, served Tractor Supply with an
24 investigative subpoena for interrogatories in accordance with Government Code sections 11180-
25 11182 and Civil Code section 1798.199.65. The Agency served the subpoena by email to Tractor
26 Supply’s attorney, Gretchen Ramos of Greenberg Traurig LLP, who had agreed to accept service
27 and had requested email delivery. The subpoena included a return date of February 10, 2025.
28

1 17. While expressing concern about delay, the Agency did not object to Tractor
2 Supply's three requests for extensions of time, and Tractor Supply ultimately responded on
3 March 12 and March 27, 2025.

4 18. Tractor Supply's responses, however, contained troubling omissions. Although
5 the Agency had asked Tractor Supply about its practices from January 1, 2020, to the present,
6 Tractor Supply described mostly its *current* practices. The company had substantially revised
7 those practices after learning about the Agency's investigation. The company left out information
8 about its earlier practices from before the investigation started. Tractor Supply's failure to provide
9 the requested evidence left the Agency in the dark about the company's business practices over
10 time.

11 19. Those practices could confirm or disprove suspected violations, lead to other
12 relevant evidence (including evidence of good faith efforts to comply), or result in violations of
13 their own.

14 20. Tractor Supply did not explicitly say in its responses that it was narrowing its
15 answers in this way nor object to the subpoena's temporal scope, creating a false impression that
16 Tractor Supply's current practices had remained unchanged over the time period identified in the
17 subpoena (January 1, 2020, to the present).

18 21. On April 30, 2025, the Agency raised this deficiency (and others) with Tractor
19 Supply. A month later, Tractor Supply objected for the first time that the subpoena's five-year
20 lookback period was "excessively overbroad" and "logistically too burdensome," instead
21 requesting to limit the subpoena to July 1, 2023 to the present. The parties met to discuss Tractor
22 Supply's position and tried to resolve the dispute, without success. Agency attorneys asked
23 Tractor Supply whether any additional meet and confer could resolve these issues, but Tractor
24 Supply's counsel said that doing so would not change the company's position.

25 22. The Agency nevertheless offered Tractor Supply an additional opportunity to
26 provide the missing evidence—or, at a minimum, to amend its answers to conform to the
27 company's objection to the temporal scope—by July 21, 2025.

28

1 Dated: August 6, 2025

CALIFORNIA PRIVACY PROTECTION AGENCY
ENFORCEMENT DIVISION

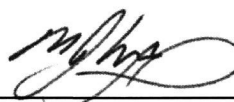
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EXHIBIT A
Investigative Subpoena for Interrogatories to Tractor Supply Company

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9 BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

10 STATE OF CALIFORNIA

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13 No. ENF25-03-SI
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**INVESTIGATIVE SUBPOENA FOR
INTERROGATORIES, SET ONE**

CAL. CIVIL CODE § 1798.199.65 AND
GOVERNMENT CODE §§ 11180–11182

16 Pursuant to California Civil Code section 1798.199.65 and Government Code sections
17 11180 through 11182, the California Privacy Protection Agency requests that Tractor Supply
18 Company respond to these interrogatories on or before **5:00 p.m. PT on February 10, 2025.**
19

20 **INSTRUCTIONS FOR COMPLIANCE**

- 21 1. Each interrogatory must, to the extent it is not objected to, be answered separately
22 and fully in writing.
- 23 2. Each answer shall bear the same identifying number or letter and be in the same
24 sequence as the corresponding interrogatory. The responding party shall include the text of the
25 interrogatory immediately preceding the response.
- 26 3. No part of an interrogatory should be left unanswered merely because an objection
27 is interposed to another part of the interrogatory. If a partial or incomplete answer is provided, the
28 responding party shall state that the answer is partial or incomplete.

1 4. The grounds for objecting to an interrogatory must be stated with specificity. Any
2 ground not stated in a timely objection is waived.

3 5. If, in answering these interrogatories, the responding party encounters any
4 ambiguities when construing a question, instruction, or definition, the responding party's answer
5 shall set forth the matter deemed ambiguous and the construction used in answering.

6 6. If the responding party objects based on an assertion of privilege to any
7 interrogatory or part thereof, and information is not provided on the basis of such assertion:

8 a. In asserting the privilege, the responding party shall, in the objection to the
9 interrogatory, or part thereof, identify with specificity the nature of the privilege
10 (including work product) that is being claimed; and

11 b. The following information should be provided in the objection, if known or
12 reasonably available, unless divulging such information would cause disclosure of the
13 allegedly privileged information:

14 i. For oral communications:

15 1. the name of the person making the communication and the
16 names of persons present while the communication was made, and, where
17 not apparent, the relationship of the persons present to the person making
18 the communication;

19 2. the date and place of the communication; and

20 3. the general subject matter of the communication.

21 ii. For documents:

22 1. the type of document,

23 2. the general subject matter of the document,

24 3. the date of the document, and

25 4. such other information as is sufficient to identify the
26 document, including, where appropriate, the author, addressee, custodian,
27 and any other recipient of the document and, where not apparent, the
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1 relationship of the author, addressee, custodian, and any other recipient to
2 each other.

3 7. If the responding party elects to specify and produce business records in answer to
4 any interrogatory, the specification shall be in sufficient detail to permit the propounding party to
5 locate and identify, as readily as the responding party can, the business records from which the
6 answer may be ascertained.

7 8. Each interrogatory shall be construed independently and not with reference to any
8 other request for purposes of limitation unless a request so specifies.

9 9. The responding party's answers must be verified, dated, and signed. A verification
10 example template is provided with these interrogatories for reference.

11 10. The responding party shall serve responses to these interrogatories via electronic
12 transmission to ENF-processing@cpga.ca.gov, with cc: to celine.guillou@cpga.ca.gov and
13 michael.meyer@cpga.ca.gov.

14 **RELEVANT TIME PERIOD**

15 The relevant period of these interrogatories is January 1, 2020, through December 31,
16 2024, inclusive. All interrogatories pertain to this time period unless expressly stated otherwise.

17 **DEFINITIONS**

18 For purposes of these interrogatories, the terms set forth below are defined as follows:

19 1. "Affiliate(s)" means any Person that, directly or indirectly through one or more
20 intermediaries, controls, is controlled by, or is under common control with, Tractor Supply.

21 2. "California Consumer Privacy Act" or "CCPA" means the California Consumer
22 Privacy Act of 2018, as amended, California Civil Code section 1798.100 *et seq.*

23 3. "Consumer(s)" has the meaning set forth in California Civil Code section
24 1798.140(i).

25 4. "Consumer Request" means a Consumer's request to exercise a right provided by
26 the CCPA.

27 5. "Contractor" has the meaning set forth in California Civil Code section
28 1798.140(j)(1).

1 6. “Device-based Sale” means the Sale of Personal Information collected from a
2 Consumer’s device, and includes Sharing.

3 7. “Data Request Form” means the Data Request form linked from Section 14 titled
4 “California Privacy Rights” of Tractor Supply’s Privacy Policy with an effective date of
5 September 19, 2018 and updated on November 30, 2021.

6 8. “Identify” as it pertains to the identity of a Person means to state the name, title,
7 last known address, telephone number, and email address for all natural persons, organizations,
8 and other entities.

9 9. “Opt-out” or “Opting-out” means any action taken by a Consumer to direct Tractor
10 Supply not to Sell or Share their Personal Information, including by enabling an Opt-out
11 Preference Signal.

12 10. “Opt-out Preference Signal” has the meaning set forth in Title 11, California Code
13 of Regulations, section 7001(u).

14 11. “Person(s)” has the meaning set forth in California Civil Code section
15 1798.140(u).

16 12. “Personal Information” has the meaning set forth in California Civil Code section
17 1798.140(v).

18 13. “Petsense” means Petsense, LLC or Petsense by Tractor Supply.

19 14. “Properties” means any digital properties owned or operated by Tractor Supply
20 that are accessible by Consumers, including the Site and the Tractor Supply mobile application.

21 15. “Related to” or “Relating to” means constituting, containing, concerning,
22 discussing, describing, analyzing, identifying, referring to, relating to, referencing, documenting,
23 governing, regulating, directing, evidencing, or stating.

24 16. “Sale,” “Sell,” “Selling,” or “Sold” have the meaning set forth in California Civil
25 Code section 1798.140(ad).

26 17. “Service Provider” has the meaning set forth in California Civil Code section
27 1798.140(ag)(1).

28

1 18. “Share,” “Shared,” or “Sharing” have the meaning set forth in California Civil
2 Code section 1798.140(ah).

3 19. “Site” means any website owned or operated by Tractor Supply that is accessible
4 by Consumers, including the website located at www.tractorsupply.com and the Tractor Supply
5 careers site located at www.tractorsupply.careers.

6 20. “Third Party” has the meaning set forth in California Civil Code section
7 1798.140(ai).”

8 21. “Tracking Technology” means any script, cookie, pixel tag, software development
9 kit, or other tracking device or mechanism that is used to collect and analyze information about a
10 Consumer’s activity on a website or application, including any such technology that is installed
11 by You or any external parties authorized by You on the devices, including computers, tablets, or
12 smartphones, of Consumers who visit the Properties, and which may access, collect, or otherwise
13 process information, including Personal Information, stored on a Consumer’s device. Tracking
14 Technologies include tags deployed in Google Tag Manager or Adobe Launch (formerly known
15 as DTM).

16 22. “Tractor Supply,” “You”, or “Your” means Tractor Supply Company, Inc.,
17 including its principals, operating divisions, present or former owners, partners, employees,
18 officers, directors, agents, representatives, attorneys, accountants, independent contractors, and
19 any other persons or entities acting on behalf of or under the direction, authorization or control of
20 Tractor Supply Company, its subsidiaries, parent corporation, predecessors, or any of its
21 principals.

22 23. In construing any request, the words “and” and “or” shall be construed either
23 disjunctively or conjunctively as necessary to bring within the scope of the request all responses
24 that might otherwise be construed to be outside of its scope.

25 24. In construing any request, the use of the singular for any word includes the plural
26 and vice versa. The use of any tense of a verb includes all other tenses of the verb. The term “all”
27 means each and every; “any” means any and all. The terms “include” and “including,” and
28

1 variations thereof, shall not be interpreted as terms of limitation, but rather shall be deemed to be
2 followed by the words “without limitation.”

3 **INTERROGATORIES**

4 1. Identify the individual(s) who provided information responsive to, or provided
5 information used to respond to, Interrogatory Nos. 5, 6, 7, 8, 9, 10, 11, 12 and 18.

6 2. To the extent that You have disclosed Personal Information to Petsense, state:

7 a. The categories of Personal Information You disclosed;

8 b. The purpose(s) for which You disclosed the Personal Information;

9 c. The contractual terms under which You received Personal Information from
10 Petsense.

11 3. To the extent that Petsense has disclosed Personal Information to You, state:

12 a. The categories of Personal Information Petsense disclosed;

13 b. The purpose(s) for which Petsense disclosed the Personal Information;

14 c. The contractual terms under which You disclosed Personal Information to
15 Petsense.

16 4. Do You contend that You Opted-Out of Device-based Sales any Consumers who
17 visited the Properties and submitted a Consumer Request to Opt-out using the Data Request
18 Form?

19 5. If You contend that Consumers who visited the Properties and submitted a
20 Consumer Request to Opt-out using the Data Request Form were Opted-out of Device-based
21 Sales, describe any technical, manual, or other processes that You, or any vendors engaged by
22 You, implemented to effectuate the Consumer Requests to Opt-out.

23 6. State the date on which You first Opted-out of Device-based Sales all Consumers
24 who visited Your Site while using an Opt-out Preference Signal.

25 7. Identify the person most knowledgeable about Your configuration of Tracking
26 Technologies on Your Properties, including in Google Tag Manager or Adobe Launch (formerly
27 known as DTM), to ensure that Consumers who Opted-out of Sales and Sharing using Opt-Out
28 Preference Signals were Opted-out of Device-based Sales.

1 8. State all actions You took to evaluate whether any disclosures of Personal
2 Information by You to external Persons, including via Tracking Technologies, constitute a Sale or
3 Sharing, including the date(s) You took such action(s).

4 9. Describe Your processes for acting upon Consumer Requests You receive,
5 including any actions performed by any vendors You engage to assist with Consumer Requests.

6 10. Describe Your processes, whether automated or manual, for communicating
7 Consumer Requests to external recipients of Personal Information, including Service Providers,
8 Contractors, and Third Parties.

9 11. Describe Your processes, if any, to ensure that any external recipients of Personal
10 Information enter into an agreement pursuant to California Civil Code section 1798.100(d) and
11 Title 11, California Code of Regulations, sections 7050-7053.

12 12. State any actions You took to ensure that each Service Provider, Contractor, and
13 Third Party to whom You disclosed Personal Information, including via Tracking Technologies,
14 used the Personal Information in a manner consistent with Your obligations under the CCPA.

15 13. Do You contend that any of the actions identified in response to Interrogatory Nos.
16 12 and 13 constitute “due diligence” within the meaning of Title 11, California Code of
17 Regulations, sections 7051(c) and 7053(b)? If so, identify those actions.

18 14. State the number of Consumers who visited the Site in the following calendar
19 years:

20 a. 2020;

21 b. 2021;

22 c. 2022;

23 d. 2023; and

24 e. 2024.

25 15. State the number of Consumers who visited Your careers website located at
26 www.tractorsupply.careers in the following calendar years:

27 a. 2023; and

28 b. 2024.

1 16. State the number of Consumers who have applied for employment with You,
2 whether online or in person, in the following calendar years:

- 3 a. 2023; and
4 b. 2024.

5 17. State whether You Sell or Share the Personal Information of Consumers who have
6 applied for employment with You.

7 18. Describe how You informed all individuals who are responsible for handling
8 Consumer inquiries within Tractor Supply about Your compliance with the CCPA and how to
9 assist Consumers seeking to exercise their rights under the CCPA.

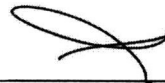
10 FAILURE TO COMPLY WITH THIS INVESTIGATIVE SUBPOENA WILL SUBJECT YOU
11 TO THE PROCEEDINGS AND PENALTIES PROVIDED BY LAW.

12
13 Dated: January 10, 2025

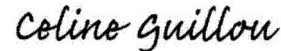
CALIFORNIA PRIVACY PROTECTION AGENCY
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EXAMPLE ONLY

VERIFICATION

I, [NAME OF NATURAL PERSON AUTHORIZED TO MAKE STATEMENT ON BEHALF OF RESPONDING PARTY] am the [TITLE] of [RESPONDING PARTY].

I declare under penalty of perjury under the laws of the State of California that [RESPONDING PARTY]'s answers to the California Privacy Protection Agency's Interrogatories, [SET NO.] attached hereto are true and correct.

Executed at [CITY, STATE], on [DATE].

Name

Title