



CALIFORNIA DEPARTMENT OF  
FOOD & AGRICULTURE

October 22, 2024

DMS NOTICE  
QC – 24 – 03  
DISCARD: RETAIN

**TO:** WEIGHTS AND MEASURES OFFICIALS

**SUBJECT:** Settlement – CARQUEST AUTO PARTS

Enclosed is a copy of the Final Judgment dated October 17, 2024, against ADVANCE AUTO PARTS, INC., a Delaware Corporation; ADVANCE STORES COMPANY, INCORPORATED, a Virginia Corporation; GENERAL PARTS INTERNATIONAL, INC., a North Carolina Corporation; GENERAL PARTS, INC., a North Carolina Corporation; LEE HOLDINGS NC, INC., a Delaware corporation, GOLDEN STATE SUPPLY LLC, a Nevada Limited Liability Company; and WORLDWIDE AUTO PARTS, a California corporation, dba CARQUEST AUTO PARTS. The San Luis Obispo County District Attorney filed the case in conjunction with District Attorneys from San Diego and Santa Barbara Counties for overcharging customers for a commodity, a violation of California Business and Professions Code 12024.2.

Weights and measures investigators from the counties of Alameda, Fresno, Kern, Los Angeles, Marin, Orange, Riverside, San Diego, San Joaquin, San Luis Obispo, San Mateo, San Luis Obispo, Santa Barbara, Santa Clara, Sonoma, Stanislaus, Ventura, and Yolo collaborated with the Division of Measurement Standards on this case. The total settlement was \$750,000. Civil penalties of \$657,000, agency costs of \$68,601, and cy pres restitution of \$24,399 were placed in the California Agricultural Commissioners and Sealers Association Quantity Control Trust Fund.

The Department sincerely appreciates the work performed by the District Attorneys' offices along with the county investigators whose documentation allowed the violations to be prosecuted.

If you have any questions regarding this notice, please contact DMS by email at [dms@cdfa.ca.gov](mailto:dms@cdfa.ca.gov) or phone at (916) 229-3000.

Sincerely,

Kevin Schnepf  
Director

cc: Hyrum Eastman, County/State Liaison, CDFA



*Exempt from filing fee pursuant to  
Government Code § 6103*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN LUIS OBISPO

THE PEOPLE OF THE STATE OF CALIFORNIA,  
Plaintiff,

v.

ADVANCE AUTO PARTS, INC., a Delaware  
Corporation; ADVANCE STORES COMPANY,  
INCORPORATED, a Virginia Corporation; GENERAL  
PARTS INTERNATIONAL, INC., a North Carolina  
Corporation; GENERAL PARTS, INC., a North  
Carolina Corporation; LEE HOLDINGS NC, INC., a  
Delaware corporation; GOLDEN STATE SUPPLY  
LLC, a Nevada Limited Liability Company; and  
WORLDWIDE AUTO PARTS a California corporation,  
dba CARQUEST AUTO PARTS, and DOES 1-10,  
Defendants.

Case No. 23CV-0547

**[PROPOSED] FINAL  
JUDGMENT PURSUANT TO  
STIPULATION**

Plaintiff, the People of the State of California, appearing through its attorneys, DAN DOW, District Attorney of San Luis Obispo County, SUMMER STEPHAN, District Attorney of San Diego County, and JOHN T. SAVRNOCH, District Attorney of Santa Barbara County (“District Attorneys”); and Defendants, GOLDEN STATE SUPPLY LLC, a Nevada Limited Liability Company, and WORLDWIDE AUTO PARTS, a California corporation, dba CARQUEST AUTO PARTS (together, “Defendants” or “CARQUEST”), appearing by and through their attorney, JENNIFER HARTMAN KING of HARTMAN KING PC (the District Attorneys and the

1 Defendants are referred to herein collectively as the “Parties”); having stipulated and consented to  
2 the entry of this Final Judgment pursuant to Stipulation (“Judgment”) prior to the taking of proof,  
3 and without trial or adjudication of any issue of fact or law herein, and without this Judgment  
4 constituting evidence or an admission by Defendants of any fault, wrongdoing, liability, or violation  
5 of law; and

6 The Court having considered the pleadings;

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:**

8 **JURISDICTION**

9 1. This action is brought under California law and this Court has jurisdiction of its subject  
10 matter and Parties.

11 **APPLICABILITY**

12 2. The provisions of this Judgment are applicable to Defendants and to the successors and  
13 assignees of Defendants, and to all persons, partnerships, corporations, and other entities acting for,  
14 through, on behalf of, or in concert with Defendants’ operation of retail stores in California, with  
15 actual or constructive notice of this Judgment. All obligations imposed upon Defendants by the  
16 terms of this Judgment are ordered pursuant to Business and Professions Code sections 17203 and  
17 17535. For the purpose of securing compliance with the terms of this Judgment, Defendants shall,  
18 within 30 days after the date of entry of this Judgment, provide each of its current employees  
19 responsible for operation of Defendants’ California locations with notice, including a summary, of  
20 this Judgment.

21 **INJUNCTION**

22 3. Defendants and all persons and entities set forth in Paragraph 2 above, are hereby enjoined  
23 and restrained, pursuant to Business and Professions Code sections 17203 and 17535, for five (5)  
24 years from the date of entry of this Judgment from violating Business and Professions Code  
25 section 12024.2.

26 4. Defendants and all persons and entities set forth in Paragraph 2 above, are hereby enjoined  
27 and restrained for five (5) years from the date of entry of this Judgment from selling, transferring,  
28 giving, or otherwise conveying in any manner any of the Carquest retail stores in California that

1 they operate until the prospective conveyee has agreed in writing to assume all of Defendants'  
2 obligations under Paragraphs 3 of this Final Judgment.

3 **MONETARY RELIEF**

4 5. Pursuant to Business and Professions Code sections 17206 and 17535, Defendants shall,  
5 within thirty (30) calendar days of the entry of this Judgment, pay to Plaintiff penalties in the amount  
6 of six hundred and fifty-seven thousand dollars (\$657,000.00), to be divided equally and payable to  
7 each office (San Luis Obispo County District Attorney, San Diego County District Attorney, and  
8 Santa Barbara County District Attorney) in the form of three checks, each in the amount of two  
9 hundred and nineteen thousand dollars (\$219,000.00).

10 6. The Parties having so stipulated, the Court hereby finds that it is impractical and  
11 impossible to identify or to provide direct restitution to consumers who have suffered actual loss  
12 such that direct restitution is impractical, costly, and would exceed any benefit to individual  
13 consumers. Accordingly, Defendants shall, within thirty (30) calendar days of the entry of this  
14 Judgment, pay restitution under the doctrine of *cy pres* pursuant to Business and Professions Code  
15 §§ 17203 and 17535 to the California Agricultural Commissioners and Sealers Association Quantity  
16 Control Trust Fund to support the investigation and enforcement of consumer protection laws in  
17 California in the amount of twenty-four thousand three hundred and ninety-nine dollars  
18 (\$24,399.00).

19 7. Defendants shall, within thirty (30) calendar days of the entry of this Judgment, pay to  
20 Plaintiff the weights and measures agency costs totaling sixty-eight thousand six hundred and one  
21 dollars (\$68,601.00), by checks made payable as follows:

22	California Dept. of Food & Agric.	\$ 3,129.00
23	County of Alameda	\$ 1,463.00
24	County of Fresno	\$ 610.00
25	County of Kern	\$ 7,591.00
26	County of Los Angeles	\$ 815.00
27	County of Marin	\$ 1,551.00
28	Orange County Public Works	\$10,281.00

1	County of Riverside	\$ 3,785.00
2	County of Sacramento	\$ 2,400.00
3	County of San Diego	\$ 5,367.00
4	County of San Joaquin	\$ 800.00
5	County of San Mateo	\$ 850.00
6	County of San Luis Obispo	\$12,766.00
7	County of Santa Barbara	\$ 4,970.00
8	County of Santa Clara	\$ 6,327.00
9	County of Sonoma	\$ 684.00
10	County of Stanislaus	\$ 769.00
11	County Ventura	\$ 4,187.00
12	County of Yolo	\$ 256.00

13 All checks, including those required by Paragraph 5, shall be delivered to the attention  
14 of Kathryn Turner at the San Diego County District Attorney's Office, 330 W. Broadway, Suite 750,  
15 San Diego, California, 92101.

16 **RETENTION OF JURISDICTION AND FINALITY**

17 8. Jurisdiction is retained pursuant to Code of Civil Procedure section 664.6 for the purpose  
18 of enabling any party to this Judgment to apply to the Court at any time for such further orders and  
19 directions as may be necessary and appropriate for the construction or carrying out of this Judgment,  
20 for the modification of any of its injunctive provisions, and for the enforcement of, compliance with,  
21 and punishment of violations of the Judgment. Defendants' obligations under Paragraphs 3 and 4  
22 shall automatically terminate on the five (5) year anniversary of the entry date of this Judgment.

23 **ADDITIONAL PROVISIONS**

24 9. Before July 1, and at the request of Plaintiff, for five (5) years from the date of entry of  
25 this Judgment, Defendants will provide a current list of Carquest retail stores they operate in the State  
26 of California.

27 10. The Parties shall bear their own attorney's fees and costs, except as provided herein.  
28

1 11. If an ambiguity arises regarding any provision of this Judgment that requires  
2 interpretation, there is no presumption that documents should be interpreted against any party. The  
3 presumption in Civil Code section 1654 is not applicable.

4 12. This Judgment constitutes a full and final settlement of the People's claims made in its  
5 Complaint for Injunction, Civil Penalties, and Other Equitable Relief filed with the San Luis Obispo  
6 Superior Court on September 27, 2023, case number 23CV-0547 under Business and Professions  
7 Code sections 17500 (also known as the False Advertising Law) and 17200 (also known as the  
8 Unfair Competition Law) that occur before entry of this Judgment.

9 13. The Clerk is directed to immediately enter this Judgment.

10 14. This Judgment shall take effect immediately upon entry.

11  
12 Dated: 10/17/2024

  
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Judge of the Superior Court