



August 13, 2025

DMS Notice  
QC – 25 – 01  
Discard: Retain

**TO:** WEIGHTS AND MEASURES OFFICIALS

**SUBJECT:** Settlement – Home Depot U.S.A., Inc., a Delaware Corporation

Enclosed is a copy of the Final Judgment and Permanent Injunction dated August 26, 2024, against Home Depot U.S.A., Inc., a Delaware Corporation. The San Diego County District Attorney filed the case in conjunction with District Attorneys from Alameda, Los Angeles, Orange, San Bernardino, and Sonoma Counties for overcharging customers for a commodity, a violation of California Business and Professions Code 12024.2 (a)(2).

Weights and measures investigators from the counties of Alameda, Los Angeles, Orange, Sacramento, San Bernardino, Santa Clara, and Sonoma collaborated on this case. The total settlement was \$1,977,251.28. Civil penalties were \$1,700,000.00, agency costs were \$177,251.28, and cy pres restitution of \$100,000 (\$50,000 to the California Agricultural Commissioners and Sealers Association Quantity Control Trust Fund and \$50,000 to the Consumer Protection Prosecution Trust Fund). In addition to the penalties, Home Depot U.S.A., Inc., is required to institute a Price Accuracy Program that includes designating a store pricing manager (SPM), provide staff training, and perform quarterly price audits.

The Department sincerely appreciates the work performed by the District Attorneys' offices along with the county investigators who documented and caused 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



SUMMER STEPHAN  
District Attorney, County of San Diego  
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*Exempt from fees Pursuant to  
Govt. Code § 6103*

ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego

8/26/2024 9:50:46 AM

Clerk of the Superior Court  
By C. Hines ,Deputy Clerk

(For a list of additional Plaintiff's Counsel, see attached Appendix)

*Attorneys for Plaintiff*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

THE PEOPLE OF THE STATE OF  
CALIFORNIA,

Plaintiff,

v.

HOME DEPOT U.S.A., INC., a Delaware  
Corporation,

Defendant.

Case No. 24CU004328C

Assigned For All Purposes to The  
Honorable

**FINAL JUDGMENT AND PERMANENT  
INJUNCTION**

Plaintiff, the People of the State of California ("the People" or "Plaintiff"), by and through its attorneys Summer Stephan, San Diego County District Attorney, by Kathryn L. Turner, Deputy District Attorney; Pamela Y. Price, Alameda County District Attorney, by Simona Farrise Best, Senior Assistant District Attorney, and Samuel Wilson, Deputy District Attorney; George Gascon, Los Angeles County District Attorney, by Hoon Chun, Head Deputy District Attorney, and Kenneth Meyer, Deputy District Attorney; Todd Spitzer, Orange County District Attorney, by Alicia Berry, Deputy District Attorney; Jason Anderson, San Bernardino District Attorney, by Rick Lal, Deputy District Attorney; and Carla Rodriguez, Sonoma County District Attorney, by Matthew Cheever, Chief Deputy District Attorney, Caroline L. Fowler, Deputy District Attorney, and Jessica Washington, Deputy District Attorney; and Defendant HOME DEPOT U.S.A., INC.,

1 (“HOME DEPOT,” “Defendant,” together with the Plaintiff, “Parties”) by and through its  
2 attorneys Norton Rose Fulbright US LLP by Jeffrey Margulies, Esq., having stipulated that this  
3 Court has jurisdiction over this matter, and that this Final Judgment and Permanent Injunction  
4 (“Judgment”) may be signed without the taking of proof, without trial or adjudication of any issue  
5 of fact or law or finding of liability of any kind, and without the Stipulation or Judgment  
6 constituting evidence of an admission by Defendant, and without the Defendant admitting any  
7 liability, and with good cause appearing; IT IS HEREBY ORDERED, ADJUDGED AND  
8 DECREED that:

9 **I. JURISDICTION**

10 1. The Court has jurisdiction over the allegations and subject matter of the  
11 Complaint filed in this action, and the Parties to this action; venue is proper in this County; and  
12 this Court has jurisdiction to enter this Judgment.

13 2. This Judgment pertains only to the parties hereto and is not intended to be and  
14 should not be construed as an admission or waiver in any other action.

15 **II. INJUNCTION**

16 3. For the purposes of this Judgment, the term “Advertised Price” means the price  
17 that is posted or displayed on the commodity itself or on a shelf tag that corresponds to that  
18 commodity; or the price for a commodity that is otherwise advertised, posted, marked, displayed,  
19 or quoted in an in-store flyer, billing, or poster.

20 4. The provisions of this Judgment are applicable to Defendant and to its officers,  
21 directors, employees, agents, and representatives acting within the course and scope of their  
22 agency and employment. The provisions shall also be applicable to successors and assignees of  
23 Defendant, and to all persons, partnerships, corporations, and other entities acting for, through, on  
24 behalf of, or in concert with Defendant, with actual or constructive notice of this Judgment. All  
25 obligations imposed upon Defendant by the terms of this Judgment are ordered pursuant to  
26 Business and Professions Code sections 17203 and 17535, except where provided otherwise.

27 5. Defendant, and all persons and entities set forth in Paragraph 4 above, are  
28 hereby permanently enjoined and restrained from directly or indirectly:

1           A.     Charging at the time of sale of a commodity, an amount which is more than  
2 the lowest Advertised Price for the commodity;

3           B.     Violating Business and Professions Code section 12024.2(a)(2) by  
4 charging an amount greater than the lowest price posted on the commodity itself or on a shelf tag  
5 that corresponds to the commodity; and

6           C.     Making or causing to be made any statement representing an  
7 Advertised Price for a commodity and charging a greater price for that commodity at the time the  
8 item is purchased by the consumer at the point of sale at HOME DEPOT stores in California.

9                               **III.   PRICE ACCURACY PROGRAM**

10          6.     Defendant and all persons and entities set forth in Paragraph 4 above are  
11 hereby ordered to initiate and maintain a program to promote price accuracy in every existing  
12 HOME DEPOT store in California and in every future HOME DEPOT store operated by  
13 Defendant in California following the entry to this Judgment. The program shall be initiated  
14 within ninety (90) days of the date of entry of this Judgment and shall continue for a period of  
15 three (3) years from the date of entry of this Judgment. The program shall include, but is not  
16 limited to, the following:

17           A.     Defendant shall designate an executive level employee (hereinafter the  
18 “Price Accuracy Officer” or “PAO”) who shall oversee Defendant’s California retail pricing  
19 accuracy program. The Price Accuracy Officer or his or her designee shall be responsible for  
20 maintaining all data collected from the internal audits conducted in any and all of its California  
21 stores, which shall include all of the following information:

- 22                   (1)     The name and employee ID of each person conducting any portion  
23                             of the audit;
- 24                   (2)     The date and time the audit is completed;
- 25                   (3)     The number and SKUs of items audited; and
- 26                   (4)     A list of pricing discrepancies discovered during the audits,  
27                             including a description of the item, the correct price, the scanned  
28                             price, and proof of correction.

1           B. Defendant shall designate a store pricing manager (SPM) for each  
2 California store. The SPM shall be responsible for pricing accuracy at the store level, including  
3 all price accuracy issues. In the absence of the SPM, the SPM's designees or store manager on  
4 duty shall perform the duties and obligations of the SPM.

5           C. Defendant shall conduct training on its sequencing and price change  
6 processes within sixty (60) days from hiring for all new associates responsible for implementing  
7 price changes in its California stores and shall conduct annual training for all such associates.

8           D. Defendant shall eliminate any automatic price increases in its point-of-sale  
9 software on weekend days on which associates with price-change responsibilities are not present  
10 in its California stores.

11          E. Defendant shall conduct quarterly price audits of at least thirty (30) items  
12 offered for sale in each store, including bulk sale and advertised sale items. At least twenty (20)  
13 of the audited items in each audit shall be randomly selected. Up to ten (10) of the audited items  
14 in each audit may be targeted items selected by Defendant based on considerations such as a  
15 recent in-store advertisement, price change, regulatory inspection, or similar reason.

16               (1) The SPM, or their designee, shall create a log of each audit, which  
17 shall include the date and time of the audit; the number and SKUs  
18 of items audited; a list of pricing discrepancies discovered during  
19 the audit, including a description of the item, the correct price, the  
20 scanned price, and proof of correction. If, in any audit, there are  
21 pricing errors for three or more items, that fact shall be  
22 conspicuously noted on the audit log.

23               (2) Every pricing error discovered by the SPM or designee during an  
24 audit shall be promptly corrected.

25               (3) Within two (2) weeks of each audit, the SPM or designee shall  
26 forward the audit log to the PAO. The PAO shall retain all audit  
27 logs for each HOME DEPOT store in California for at least five (5)  
28 years.

1 F. Upon written request by any District Attorney or regulatory official in  
2 California, including the State of California Division of Measurement Standards, County Sealer,  
3 or Director of a County Department of Agriculture, or their respective designees, all audit logs  
4 shall be made available for inspection within two (2) weeks from the date of request.

5 G. Copies of Notices of Violation from weights and measures inspectors  
6 shall be forwarded to the PAO or his or her designee within twenty-four (24) hours of receipt by  
7 any store employee.

8 **IV. MONETARY RELIEF**

9 7. Pursuant to Business and Professions Code sections 17206 and 17536,  
10 Defendant shall, within fifteen (15) business days of the date of entry of this Judgment, pay  
11 Plaintiff civil penalties in the sum of one million seven hundred dollars (\$1,700,000) for the  
12 enforcement of consumer protection laws to be paid in the form of six (6) certified checks each in  
13 the amount of Two Hundred Eighty-Three Thousand dollars and Thirty-Three cents  
14 (\$283,333.33) payable to the District Attorneys' Offices of Alameda, Los Angeles, Orange, San  
15 Bernardino, Sonoma , and San Diego counties. Defendant shall also pay Plaintiff for  
16 reimbursement of consumer agency costs totaling One Hundred Seventy-Seven Thousand Two  
17 Hundred and Fifty-One dollars and Twenty-Eight cents (\$177,251.28) payable in the form of  
18 seven (7) separate certified checks payable as follows:

19 Alameda County, Office of Weights and Measures	\$14,240.94
20 Los Angeles County Agricultural Commissioner	\$85,996.07
21 Orange County Agricultural Commissioner	\$26,569.00
22 Sacramento County Agricultural Commissioner	\$2,750.00
23 San Bernardino County Weights and Measures	\$5,336.89
24 Santa Clara County Weights and Measures Division	\$18,760.38
25 Sonoma County Dept. of Weights & Measures	\$23,598.00

26 8. It being impractical and unfeasible to distribute restitution to consumers who may  
27 have been impacted by the practices alleged in the Complaint, pursuant to Business and  
28 Professions Code sections 17203 and 17535, Defendant shall within fifteen (15) business days of

1 the entry of this Judgment pay a total of One Hundred Thousand Dollars (\$100,000.00) as cy  
2 pres restitution in the form of two (2) certified checks for Fifty Thousand Dollars (\$50,000) each:  
3 one check payable to the California Agricultural Commissioners and Sealers Association  
4 Quantity Control Trust Fund to support the investigation and enforcement of consumer protection  
5 laws in California, a non-profit 501(c)(6) organization (FEIN 68-0083075), and one check  
6 payable to the "Consumer Protection Prosecution Trust Fund" established in the case of *People v.*  
7 *ITT Consumer Financial Corporation* (Alameda Superior Court No. 656038-0).

8 9. All checks shall be delivered to Deputy District Attorney Kathryn Turner at the  
9 San Diego County District Attorney's Office, Economic Crimes Unit, 330 W. Broadway, Suite  
10 750, San Diego, California, 92101.

11 **V. FAIR, JUST AND EQUITABLE SETTLEMENT AND FINALITY**


12 10. The Court, having reviewed the Complaint, the Stipulation, and this Judgment, and  
13 understanding that the violations of law alleged in the Complaint against the Defendants occurred  
14 throughout the State of California, finds that the penalties, restitution, injunctive provisions, and  
15 costs set forth in this Judgment are a fair, reasonable, and appropriate final resolution between the  
16 Parties of all violations alleged or which could have been alleged within the scope of the factual  
17 allegations in the Complaint.

18 **VI. RETENTION OF JURISDICTION**

19 11. Jurisdiction is retained pursuant to Code of Civil Procedure section 664.6 for the  
20 purpose of enabling any party to this Judgment to apply to the Court at any time for such further  
21 orders and directions as may be necessary and appropriate for the construction or carrying out of  
22 this Judgment, for the modification of any of its injunctive provisions, and for the enforcement of,  
23 compliance with, and for the punishment of violations of the Judgment.

24 The clerk is directed to immediately enter this  
25 Judgment.

26 Dated: 8/26/2024

27 By   
28 JUDGE OF THE SUPERIOR COURT  
Richard S Whitney