



August 13, 2025

DMS Notice  
QC – 25 – 02  
Discard: Retain

**TO:** WEIGHTS AND MEASURES OFFICIALS

**SUBJECT:** Settlement – Walmart Inc., a Delaware Corporation

Enclosed is a copy of the Final Judgment and Injunction signed July 15, 2025, against Walmart, Inc., a Delaware Corporation. The San Diego County District Attorney filed the case in conjunction with District Attorneys from San Bernardino, Santa Clara, and Sonoma Counties for selling in less quantity than represented, a violation of California Business and Professions Code Section 12024 and overcharging customers for a commodity, a violation of California Business and Professions Code Sections 12024.2 (a)(1) and (2).

Weights and measures investigators from the counties of Imperial, Los Angeles, Napa, Riverside, Sacramento, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Santa Clara, Sonoma, and Yolo collaborated on this case. The total settlement was \$5,639,801.92. Civil penalties were \$5,500,000.00 and agency costs were \$139,801.92. This judgment supersedes and vacates the Stipulated Final Judgment originally entered on November 24, 2008 and the Modified Final Judgment Pursuant to Stipulation entered on March 21, 2012 in the San Diego Superior Court.

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  
Kathryn Turner, SBN 151477  
Deputy District Attorney  
330 W. Broadway, Suite 750  
San Diego, California 92101  
Telephone: (619) 531-4137  
Kathryn.turner@sdcdca.org

*Exempt from fees Pursuant to  
Govt. Code § 6103*

ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego  
7/15/2025 8:09:54 AM

Clerk of the Superior Court  
By C. Miranda ,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,

Civil Case No.: 25CU036283C

Plaintiff,

**FINAL JUDGMENT AND  
INJUNCTION**

v.

WALMART INC., a Delaware Corporation,

Defendant.

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; Jason Anderson, San Bernardino County District Attorney, by Rick Lal, Deputy District Attorney; Jeffrey F. Rosen, Santa Clara County District Attorney, by Tamalca Harris, 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 Walmart Inc. ("Defendant," together with the Plaintiff, "Parties") by and through its attorneys, King & Spalding LLP, by McGregor W. Scott, Esq., having stipulated that this Court has jurisdiction over this matter, and that this Final Judgment and Injunction ("Judgment") may be

////

1 signed without the taking of proof, without trial or adjudication of any issue of fact or law or  
2 finding of liability of any kind, and without the Stipulation or Judgment constituting evidence  
3 of an admission by Defendant, and without the Defendant admitting any wrongdoing or  
4 liability, and with good cause appearing; IT IS HEREBY ORDERED, ADJUDGED AND  
5 DECREED that:

6 **JURISDICTION**

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

10 2. This Judgment pertains only to the Parties hereto and is not intended to be and  
11 should not be construed as an admission or waiver in any other action. Nothing in this  
12 Judgment shall be construed to create a private right of action.

13 **INJUNCTION**

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

18 4. The provisions of this Judgment are applicable to Defendant **only** through its  
19 operation of Walmart branded stores (for avoidance of doubt, the injunction does not apply to  
20 Defendant's related company or stores that do business as "Sam's Club"). All obligations  
21 imposed upon Defendant by the terms of this Judgment are ordered pursuant to Business and  
22 Professions Code sections 17203 and 17535, except where provided otherwise.

23 5. Defendant is hereby enjoined and restrained from directly or indirectly:

24 A. Making or causing to be made to the public any statement representing a  
25 price for an item offered for sale and charging a greater price at the time  
26 the item is purchased in violation of the California Business and  
27 Professions Code sections 17200 and 17500; and  
28

- 1 B. At the time of sale of a commodity, charging an amount greater than the  
2 Advertised Price, in violation of Business and Professions Code section  
3 12024.2(a)(1); and
- 4 C. At the time of sale of a commodity charging an amount greater than the  
5 lowest price posted on the commodity or on a shelf tag that corresponds  
6 to the commodity, notwithstanding any time period for which the posted  
7 price is in effect in violation of Business and Profession Code section  
8 12024.2(a)(2); and
- 9 D. Selling a commodity in less quantity than is represented in violation of  
10 Business and Professions Code section 12024.

11 **TERMINATION OF INJUNCTION**

12 6. At any time after this Judgment has been in effect for five (5) years, and  
13 Defendant has paid all amounts required under the Judgment, and the court has not found  
14 violations of the injunction pursuant to Business and Professions Code section 17207,  
15 Defendant may move to terminate the injunctive provisions in Paragraphs 5 and 8 pursuant to  
16 Code of Civil Procedure section 533 and Civil Code section 3424. After this Judgment has  
17 been in effect for seven (7) years, and Defendant has paid all amounts required under the  
18 Judgment, the injunctive provisions in Paragraphs 5 and 8 will terminate automatically.

19 **INJUNCTIVE TERMS**

20 7. Defendant, as described in Paragraph 4 above, is hereby ordered pursuant to  
21 Business and Professions Code sections 17203 and 17535, to initiate and/or maintain the  
22 following measures:

- 23 A. By no later than June 30, 2025, Defendant shall implement digital shelf  
24 labeling (“DSL”) in substantially all Walmart stores in California, except  
25 approximately eight (8) stores in which implementation will be complete  
26 by January 31, 2026. These stores are set forth in Exhibit A attached  
27 hereto and incorporated herein by reference. Defendant may notify the  
28 government to request an extension for implementation for good cause.

1 Specific DSL usage and areas of implementation within each store may  
2 vary, and;  
3 B. Maintain regional compliance associate position(s) responsible for stores  
4 in California. Defendant shall provide names and contact information  
5 for such personnel and a central point of contact within thirty (30) days  
6 of entry of judgment, and thereafter upon request by the People.

7 Should Defendant need to alter implementation or operation of the above measures, Defendant  
8 will provide the People notice thirty (30) business days prior to implementing such changes.

9 **MONETARY RELIEF**

10 8. Pursuant to Business and Professions Code sections 17206 and 17536,  
11 Defendant shall, within fifteen (15) business days of the date of entry of this Judgment, pay  
12 Plaintiff civil penalties in the sum of Five Million Five Hundred Thousand Dollars  
13 (\$5,500,000) for the enforcement of consumer protection laws to be paid in the form of four (4)  
14 certified checks each in the amount of \$1,375,000 payable to the “San Diego County District  
15 Attorney’s Office”, “San Bernardino County District Attorney’s Office”, “Santa Clara County  
16 District Attorney’s Office”, and “Sonoma County District Attorney’s Office”.

17 9. Pursuant to Business and Professions Code sections 17206 and 17536, within  
18 fifteen (15) business days of the date of entry of this Judgment, Defendant shall pay Plaintiff  
19 for reimbursement of consumer agency costs totaling One Hundred Thirty-Nine Thousand  
20 Eight Hundred and One Dollars and Ninety-Two Cents (\$139,801.92), payable in the form of  
21 twelve (12) separate certified checks payable as follows:

22	Imperial County	\$ 4,982.71
23	Los Angeles County Agricultural Commissioner	\$21,371.24
24	Napa County Agricultural Commissioner	\$ 9,737.00
25	Riverside County Agricultural Commissioner’s Office	\$ 1,564.25
26	Sacramento County Agricultural Commissioner	\$ 5,700.00
27	San Bernardino County Weights and Measures	\$ 5,675.48
28	San Diego County Dept. of Agriculture, Weights and Measures	\$14,517.28

1	Santa Barbara County Agricultural Commissioner's Office	\$ 9,100.00
2	Santa Clara County Dept. of Agriculture and Environmental	
3	Management Weights and Measures Division	\$35,898.41
4	San Luis Obispo County Department of Agriculture/Weights	
5	and Measures	\$ 2,719.55
6	Sonoma County Dept. of Agriculture/Weights & Measures	\$28,044.00
7	Yolo County Agriculture/Weights & Measures Department	\$ 492.00

8 10. 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 **FAIR, JUST AND EQUITABLE SETTLEMENT AND FINALITY**

12 11. The Court, having reviewed the Complaint, the Stipulation, and this Judgment,  
13 and understanding that the violations of law alleged in the Complaint against the Defendant  
14 occurred throughout the State of California, finds that the penalties, injunctive provisions, and  
15 costs set forth in this Judgment are a fair, reasonable, and appropriate final resolution between  
16 the Parties of all violations alleged, or which could have been alleged within the scope of the  
17 factual allegations in the Complaint. Consistent with the terms of the Stipulation, this  
18 Judgment supersedes and vacates the Stipulated Final Judgment originally entered by this Court  
19 on November 24, 2008, and the Modified Final Judgment Pursuant to Stipulation entered on  
20 March 21, 2012, in San Diego Superior Court Case 37-2008-00096757-CU-BT-CTL.

21 **RETENTION OF JURISDICTION**

22 12. Jurisdiction is retained pursuant to Code of Civil Procedure section 664.6 for the  
23 purpose of enabling any party to this Judgment to apply to the Court at any time for such  
24 further orders and directions as may be necessary and appropriate for the construction or  
25 carrying out of this Judgment, for the modification of any of its injunctive provisions, and for

26 /////

27 /////

28 /////



1 the enforcement of, compliance with, and for the punishment of violations of the Judgment.

2 13. The clerk is directed to immediately enter this Judgment.

3  
4 Dated: 7.15.25

  
Judge of the Superior Court

**JOEL R. WOHLFEIL**

Store Number	City	Address
2054	JACKSON	10355 Wicklow Way, Jackson, CA 95642
4202	ROSEVILLE	1400 Lead Hill Blvd, Roseville, CA 95661
1992	UPLAND	1540 W Foothill Blvd, Upland, CA 91786
3129	EASTVALE	14100 Limonite Ave, Eastvale, CA 92880
5886	ENCINITAS	1550 Leucadia Blvd, Encinitas, CA 92024
2280	MOUNTAIN VIEW	600 Showers Dr, Mountain View, CA 94040
1600	RIDGECREST	201 E Bowman Rd, Ridgecrest, CA 93555
1760	FOLSOM	1018 Riley St, Folsom, CA 95630

## Exhibit A to Final Judgment and Injunction