



November 12, 2025

DMS Notice
QC – 25 – 03
Discard: Retain

TO: WEIGHTS AND MEASURES OFFICIALS

SUBJECT: Settlement – Lowe's Home Centers, LLC, a California Limited Liability Corporation

Enclosed is a copy of the Final Judgment and Permanent Injunction signed September 5, 2025, against Lowe's Home Centers, LLC, a California Limited Liability 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 Sections 12024.2 (a)(1) and (2).

Weights and measures investigators from the counties of Alameda, Imperial, Los Angeles, Riverside, Sacramento, San Luis Obispo, Santa Barbara, and Sonoma collaborated on this case. The total settlement was \$1,089,999.90. Civil penalties were \$1,000,000.00, agency costs were \$61,215.90, and cy pres for \$28,784.00 was put into the California Agricultural Commissioners and Sealers Association Quantity Control Trust Fund. Additionally, Lowe's Home Centers, LLC, a California Limited Liability Corporation, is required to institute a Price Accuracy Program.

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 or phone at (916) 229-3000.

Sincerely,

Kevin Schnepf
Director

cc: Hyrum Eastman, County/State Liaison, CDFA



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(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.

LOWE'S HOME CENTERS, LLC a California
Limited Liability Corporation,
Defendant.

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

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

9/5/2025 9:36:42 AM

Clerk of the Superior Court
By B. Montijo ,Deputy Clerk

Civil Case No.: 25CU045378C

**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; Ursula Jones Dickson, Alameda County District Attorney, by Andres Perez, Senior Assistant District Attorney; Nathan J. Hochman, Los Angeles County District Attorney by Gina Satriano, Head Deputy District Attorney, and Louis Moran Deputy District Attorney; Todd Spitzer, Orange County District Attorney, by Alicia Berry, Deputy District Attorney; Jason Anderson, San Bernardino County 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 LOWE'S HOME CENTERS,

1 LLC a California Limited Liability Corporation, ("LOWE'S", "Defendant," together with the
2 Plaintiff, "Parties") by and through its attorneys Arnold & Porter Kaye Scholer LLP by E. Alex
3 Beroukhim, Esq., having stipulated that this Court has jurisdiction over this matter, and that this
4 Final Judgment and Permanent Injunction ("Judgment") may be signed without the taking of
5 proof, without trial or adjudication of any issue of fact or law or finding of liability of any kind,
6 and without the Stipulation or Judgment constituting evidence of an admission by Defendant,
7 and without the Defendant admitting any liability, and with good cause appearing; IT IS
8 HEREBY ORDERED, ADJUDGED AND DECREED that:

9 **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 **INJUNCTION**

16 3. For the purposes of this Judgment, the term "ADVERTISED PRICE" means the
17 price that is posted or displayed on the commodity itself or on a shelf tag that corresponds to
18 that commodity; or the price for a commodity that is otherwise advertised, posted, marked,
19 displayed, 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,
24 on behalf of, or in concert with Defendant, with actual or constructive notice of this Judgment.
25 All 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. Violating Business and Professions Code section 12024.2(a)(1), by
2 charging at the time of sale of a commodity an amount which is more than the lowest
3 ADVERTISED PRICE for the commodity;

4 B. Violating Business and Professions Code section 12024.2(a)(2) by
5 charging an amount greater than the lowest price posted on the commodity itself or on a shelf
6 tag that corresponds to the commodity, notwithstanding any limitation of the time period for
7 which the posted price is in effect; and

8 C. Violating Business and Professions Code section 17500 by making or
9 causing to be made any statement representing an ADVERTISED PRICE for a commodity and
10 charging a greater price for that commodity at the point of sale.

11 **PRICE ACCURACY PROGRAM**

12 6. Defendant, and all persons and entities set forth in Paragraph 4 above, are
13 hereby ordered to initiate and maintain a program to promote price accuracy in every existing
14 LOWE'S store in California and in every future LOWE'S store operated by Defendant in
15 California following the entry to this Judgment. The program shall be initiated within one
16 hundred twenty (120) days of the date of entry of this Judgment and shall continue for a period
17 of three (3) years from the date of entry of this Judgment. The program shall include, but is not
18 limited to, the following:

19 A. Every store shall have at least five (5) working portable price scanners
20 including label printing capabilities for use in conducting internal price audits; and

21 B. Defendant shall designate an executive level employee (hereinafter the
22 "Price Accuracy Officer" or "PAO") who shall oversee Defendant's California retail pricing
23 accuracy program. The Price Accuracy Officer, or his/her designee, shall be responsible for
24 developing and overseeing a computer database containing data collected from the internal
25 audits conducted in any and all of its California stores, which shall include all of the following
26 information:

27 (1) The date and time the audit is completed; and

28 (2) The number and SKUs of items audited; and

1 (3) Identification of any pricing discrepancies discovered during the
2 audits, including the date and time the discrepancy is identified, a
3 description of the item, the correct price, the scanned price, and
4 date and time of correction. Reasonable changes to the format of
5 the audit database and information collected, due to technical or
6 other operation limitations, shall be allowed without needing to
7 amend this Judgment provided the spirit of the content provided
8 remains the same.

9 C. Defendant shall designate one or more merchandising services managers
10 (MSM) in each California store. The MSM shall be responsible for pricing accuracy at the
11 store level, including all price accuracy issues. In the absence of the MSM, the MSM's
12 designees, or store manager on duty, shall perform the duties and obligations of the MSM.

13 D. Defendant shall conduct training on its price change processes within
14 sixty (60) days from hiring all new associates responsible for implementing price changes in its
15 California stores and shall conduct annual training for all such associates.

16 E. Defendant shall eliminate any automatic price increases in its point-of-
17 sale software on weekend days on which associates with price-change responsibilities are not
18 present in its California stores.

19 F. Defendant shall conduct quarterly price audits of at least thirty (30) items
20 offered for sale in their store, including bulk sale and advertised sale items. At least twenty
21 (20) of the audited items in each weekly audit shall be randomly selected. Up to ten (10) of the
22 audited items in each weekly audit may be targeted items selected by Defendant based on
23 considerations such as a recent in-store advertisement, price change, regulatory inspection, or
24 similar reason. None of the items audited in a particular week shall be part of a subsequent
25 audit in any of the three weeks following.

26 (1) The MSM, or their designee, shall create a log of each audit,
27 which shall include the information listed in Section (B)(1)-(3),
28

1 above. Pricing errors and their associated corrections shall be
2 conspicuously noted on the audit log.

3 (2) Every pricing error discovered by the MSM or their designee
4 during an audit shall be promptly corrected.

5 (3) Within two (2) weeks of each audit, the MSM or their designee
6 shall forward the audit log to the PAO or will otherwise provide
7 access to the PAO within two weeks of each audit. The Price
8 Accuracy Officer shall retain all audit logs for each LOWE'S
9 store in California for at least three (3) years.

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

14 H. Copies of Notices of Violation from weights and measures inspectors
15 shall be forwarded to the PAO within 24 hours of receipt by Lowe's Region 08 office, located
16 at: Lowe's Region 08, Irvine, CA (0808), 2601 Main Street, Suite #700, Irvine, CA 92614.

17 **MONETARY RELIEF**

18 7. Pursuant to Business and Professions Code sections 17206 and 17536,
19 Defendant shall, within fifteen (15) business days of notice of entry of this Judgment, pay
20 Plaintiff civil penalties in the sum One Million Dollars (\$1,000,000) for enforcement of
21 consumer protection laws to be paid in the form of six certified checks payable to the District
22 Attorneys' Offices of Alameda, Los Angeles, Orange, San Bernardino, Sonoma, and San Diego
23 counties as set forth in Exhibit A .

24 8. Pursuant to Business and Professions Code sections 17206 and 17536, within
25 fifteen (15) business days of the date of the entry of this Judgment, Defendant shall pay
26 Plaintiff for reimbursement of consumer agency costs totaling Sixty-One Thousand Two
27 Hundred and Fifteen dollars and ninety cents (\$61, 215.90) in the form of nine (9 separate
28 certified checks payable as follows:

1	Alameda County, Office of Weights and Measures	\$6,251.00
2	Imperial County Agricultural Commissioner	\$ 1,044.85
3	Los Angeles County Agricultural Commissioner	\$29,519.37
4	Orange County Agricultural Commissioner	\$10,595.00
5	Riverside County Agricultural Commissioner's Office	\$ 420.38
6	Sacramento County Agricultural Commissioner	\$ 1,300.00
7	San Luis Obispo County Dept. of Agriculture/Weights & Measures	\$ 1,311.30
8	Santa Barbara County Agricultural Commissioner's Office	\$ 3,250.00
9	Sonoma County Dept. of Weights & Measures	\$ 7,524.00

10

11 9. It being impractical and unfeasible to distribute restitution to consumers who
12 may have been impacted by the practices alleged in the Complaint, pursuant to Business and
13 Professions Code sections 17203 and 17535, Defendant shall within fifteen (15) business days
14 of the date of the entry filing of this Judgment pay a total of Twenty-Eight Thousand Seven
15 Hundred and Eighty-Four Dollars and zero cents (\$28,784.00) as *cy pres* restitution in the form
16 of one certified check for said amount payable to the California Agricultural Commissioners
17 and Sealers Association Quantity Control Trust Fund to support the investigation and
18 enforcement of consumer protection laws in California, a non-profit 501(c)(6) organization
19 (FEIN 68-0083075), .

20 10. All checks shall be delivered to Deputy District Attorney Kathryn Turner at the
21 San Diego County District Attorney's Office, Economic Crimes Unit, 330 W. Broadway, Suite
22 750, San Diego, California, 92101.

23 11. IRS Reporting: The People will file an informational return on IRS Form 1098-
24 F, pursuant to and consistent with 26 U.S.C. section 6050X and 26 C.F.R. section 1.6050X-1.
25 Therefore, Defendant shall provide to the People (i) an IRS Form W-9 within sixty (60)
26 calendar days of entry of this Judgment and in all events by no later than January 31, 2025, and
27 (ii) any other information the People reasonably require to fulfill its reporting obligations
28 within seven (7) days of the People's request.

1 **FAIR, JUST AND EQUITABLE SETTLEMENT AND FINALITY**

2 12. The Court, having reviewed the Complaint, the Stipulation, and this Judgment,
3 and understanding that the violations of law alleged in the Complaint against the Defendants
4 occurred throughout the State of California, finds that the penalties, restitution, injunctive
5 provisions, and costs, set forth in this Judgment are, fair, reasonable and an appropriate final
6 resolution between the Parties of all violations, alleged, or which could have been alleged
7 within the scope of the factual allegations in the Complaint.

8 **RETENTION OF JURISDICTION**

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

14 14. The clerk is directed to ~~immediately~~ enter this Judgment. *forthwith*

15
16 Dated: 9/5/20



Judge of the Superior Court

KATHERINE A. BACAL

APPENDIX: Additional Counsel for Plaintiff

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Exhibit A – Civil Penalties, pursuant to California Business and Professions
Code section 17206 and 17536

Alameda County District Attorney	\$166,666.00
Los Angeles County District Attorney	\$166,667.00
Orange County District Attorney	\$166,666.00
San Bernardino County District Attorney	\$166,667.00
Sonoma County District Attorney	\$166,667.00
San Diego County District Attorney	\$166,667.00
Total	\$1,000,000.00