



August 28, 2026

DMS Notice
QC – 26 – 01
Discard: Retain

TO: WEIGHTS AND MEASURES OFFICIALS

SUBJECT: Settlement – Walgreen CO., an Illinois Corporation

Enclosed is a copy of the Modified Stipulated Final Judgment signed March 25, 2026, which includes a permanent injunction issued against Walgreen CO., an Illinois Corporation. The Santa Clara County District Attorney filed the case in conjunction with District Attorneys from Alameda, Contra Costa, San Bernardino, San Diego, San Joaquin, San Mateo, Santa Cruz, and Yolo 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 Contra Costa, Imperial, Los Angeles, Napa, Orange, Sacramento, San Benito, San Diego, San Francisco, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz, Sonoma, Stanislaus, and Ventura collaborated on this case.

The total settlement was \$6,000,000.00. Civil penalties were \$5,400,000.00, and agency costs were \$600,000.00. Additionally, Walgreen CO., an Illinois Corporation, is required to institute a Compliance Program for a minimum of three (3) years, as specified in the settlement.

The Department sincerely appreciates the work performed by the District Attorney's offices along with the county investigators who documented the violations and enabled these 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



RECEIVED

JUN 15 2026

ORANGE COUNTY
AGRICULTURAL COMMISSIONER

No Fee GC § 6103

JEFFREY F. ROSEN
District Attorney of the County of Santa Clara
CHRISTOPHER JUDGE, STATE BAR NO. 274418
Deputy District Attorney
70 West Hedding Street, West Wing
San Jose, California 95110
Telephone: (408) 792-2825
Facsimile: (408) 279-8742

Attorneys for the People of the State of California

*(Additional Plaintiff's Counsel
Listed in Attachment A)*

Filed
March 25, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
2013-1-CV-239110
By: raragon

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

THE PEOPLE OF THE STATE OF CALIFORNIA,)

Plaintiff,)

v.)

WALGREEN CO., an Illinois corporation;)

Defendant.)

Case No. 1-13-CV-239110

~~PROPOSED~~ MODIFIED
STIPULATED FINAL JUDGMENT

(Bus. & Prof. Code, § 17200 et seq.)

Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, appearing through its attorneys, Jeffrey F. Rosen, District Attorney for the County of Santa Clara, by Christopher Judge, Deputy District Attorney; Ursula Jones Dickson, District Attorney for the County of Alameda, by Celeste Kaisch, Deputy District Attorney; Diana Becton, District Attorney for the County of Contra Costa, by Bryan Tierney, Deputy District Attorney; Jason Anderson, District Attorney for the County of San Bernardino, by Rick Lal, Deputy District Attorney; Summer Stephan, District Attorney for the County of San Diego, by Kathryn Turner, Deputy District Attorney; Ronald J. Freitas, District Attorney for the County of San Joaquin, by Jeffrey A. Derman, Chief Deputy District Attorney and Cameron Graber, Deputy District Attorney; Stephen M. Wagstaffe, District Attorney for the County of San Mateo, by John E. Wilson, Deputy District Attorney and Joel McComb, Deputy District Attorney; Jeffrey S. Rosell, District Attorney for the County of Santa Cruz by Edward T. Browne,

1 Assistant District Attorney; Jeff W. Reisig, District Attorney for the County of Yolo, by David J.
2 Irej, Assistant Chief Deputy District Attorney and Rachel Muoio, Deputy District Attorney; and
3 Defendant, WALGREEN CO., appearing through its attorneys, Rogers, Joseph, O'Donnell, PLC by
4 Alecia E. Cotton, Esq., Emily A. Murphy, Esq., and Jon-Erik Magnus, Esq.

5 The People and Defendant (the "Parties"), having stipulated to the entry of this Modification
6 to the Stipulated Final Judgment, originally entered into on January 29, 2018, (hereinafter "Modified
7 Stipulated Final Judgment") without the taking of any proof and without this Modified Stipulated
8 Final Judgment constituting evidence or an admission by Defendant regarding any issue of fact or
9 law and without Defendant admitting nor denying any liability herein; and

10 The People and Defendant having requested that this Court enter this Modified Stipulated
11 Final Judgment, and the Court having considered the pleadings and good cause appearing therefore,
12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

13 **JURISDICTION**

14 1. This action is brought under California law, and this Court has jurisdiction of the
15 subject matter and the Parties to this Modified Stipulated Final Judgment.

16 **APPLICABILITY**

17 2. This Modified Stipulated Final Judgment, including the injunctive provisions, is
18 applicable to WALGREEN CO., an Illinois corporation (hereinafter "Walgreens" or "Defendant"),
19 and all persons and entities through whom Walgreens may act, including each of its agents,
20 employees, officers, directors, representatives, successors, assigns, and to all persons who are acting
21 in concert or participation with any of those who have actual or constructive notice of this Modified
22 Stipulated Final Judgment as they relate to Walgreens' retail stores in California.

23 **INJUNCTIVE RELIEF**

24 3. Pursuant to Business and Professions Code sections 17203 and 17535, Walgreens is
25 permanently enjoined and restrained from directly or indirectly engaging in any of the following acts
26 or practices:

27 a. Violating Business and Professions Code section 12024.2(a)(1) by charging at the
28 time of sale of a commodity a price which is more than the lowest advertised,

- 1 posted or quoted price for the commodity;
- 2 b. Violating Business and Professions Code section 12024.2(a)(2) by charging an
- 3 amount greater than the lowest price posted on the commodity itself or on a shelf
- 4 tag that corresponds to the commodity, notwithstanding any limitation of the time
- 5 period for which the posted price is in effect;
- 6 c. Violating Health and Safety Code section 114094.5 by selling or offering for sale
- 7 infant formula or baby food after the "use by" date has passed;
- 8 d. Violating Health and Safety Code section 110286, by selling or offering for sale
- 9 an over-the-counter ("OTC") drug, as defined therein, after its expiration date has
- 10 passed;
- 11 e. Violating Business and Professions Code section 17200 by engaging in unfair
- 12 competition as that term is defined therein; and
- 13 f. Violating Business and Professions Code section 17500 by making a representation
- 14 that is untrue or misleading.

15 **COMPLIANCE PROGRAM**

16 4. Pursuant to Business and Professions Code sections 17203 and 17535, Walgreens

17 shall, to the extent that it has not already done so, institute and administer the following compliance

18 measures for a period of three (3) years beginning on the date of the filing of this Modified Stipulated

19 Final Judgment (hereafter "Compliance Program"). Such policies and procedures shall apply to every

20 existing Walgreens store in California, and in every new Walgreens store to be opened in California

21 during the three-year period. These compliance measures shall include, but need not be limited to,

22 the following:

23 **Policies and Procedures**

24 5. Walgreens shall maintain its written policies and procedures (hereafter "Policies and

25 Procedures") designed to comply with the injunctive provisions in this Modified Stipulated Final

26 Judgment. These Policies and Procedures shall include, but are not limited to:

- 27 a. The removal of all infant formula and baby food products from store shelves no
- 28 later than thirty (30) days prior to the "use by" or "expiration" date imprinted on

- 1 the product container;
- 2 b. The removal of all OTC pain medications from store shelves no later than ninety
- 3 (90) days prior to the expiration date imprinted on the product and/or product
- 4 container;
- 5 c. The adjustment of all charges at the point of sale to reflect the lowest in-store
- 6 advertised, posted, or quoted price for in-store purchases notwithstanding any
- 7 limitation of the period for which the posted price is in effect.
- 8 d. Third-party audits currently in place will take place a minimum of two (2) times
- 9 per year;
- 10 e. Continued use of signage regarding price accuracy and expired products posted at
- 11 the front of stores, including the Price Promise Guarantee, as defined below;
- 12 f. Continued use of digital compliance tools; and
- 13 g. Continued use of progressive discipline policy as needed.

14 **Program Implementation**

15 6. Walgreens shall implement in all existing Walgreens stores in California, and in every

16 future Walgreens store opened in California during the three (3) year period following the entry of

17 this Modified Stipulated Final Judgment by the Court, the following program to promote pricing

18 accuracy and the removal of expired products from store shelves. Such program shall consist of at

19 least the following:

- 20 a. Require a store manager, at each California store, to conduct a monthly check of
- 21 all aisles and shelves displaying infant formula, baby food, and OTC pain
- 22 medication, and promptly remove any expired items from store shelves.
- 23 b. Post signage that is clearly and conspicuously visible and legible to consumers at
- 24 an area within each store urging consumers to inspect expiration dates prior to
- 25 purchasing a product.
- 26 c. Require a store manager, at each California store, to conduct a weekly "store
- 27 walk", aisle by aisle, to remove all expired and inaccurate sales tags from store
- 28 shelves. Post signage that is clearly and conspicuously visible and legible to

1 consumers at an area within each store informing them that it is the policy of
2 WALGREENS to honor the posted or quoted price on the sales floor for in-store
3 purchases notwithstanding any limitation of the time period for which the posted
4 price is in effect, (hereafter "Price Promise Guarantee"), and that if a consumer
5 notices that the scanned price is higher than the advertised price, the consumer
6 will be charged the lower price; or similar words expressing this concept.

7 d. Make reasonable best efforts to keep a digital record of all price adjustments
8 conducted at the point of sale related to Walgreens' Price Promise Guarantee.

9 e. Publish Walgreens' Price Promise Guarantee by clearly and conspicuously
10 including the Price Promise Guarantee, or similar words expressing this concept,
11 in printed advertisements in California, on its Internet advertisement pages, and at
12 an area within each store that is easily observable by consumers entering the store.

13 f. Train store personnel in all California stores on Walgreens' Policies and
14 Procedures regarding price accuracy and expired product compliance.

15 g. Require store personnel to sign off on training in Walgreens' price accuracy and
16 expired product Policies and Procedures on an annual basis.

17 h. Adjust all charges at the point of sale to reflect the lowest advertised, posted, or
18 quoted price on the sales floor for in-store purchases notwithstanding any
19 limitation of the period for which the posted price is in effect.

20 **Expired OTC Product Store Audits**

21 7. Beginning no later than April 15, 2026, Walgreens shall conduct an audit of each
22 and every Walgreens store in California to identify and remove all expired products from store
23 shelves, including but not limited to the following: each and every OTC product containing a "drug
24 facts" label; sunscreen; SPF-rated cosmetics; baby formula; and baby food (an "Expired OTC
25 Product Store Audit"). Each individual Walgreens California store's Expired OTC Product Store
26 Audit must be completed within 48 hours. Walgreens shall complete the Expired OTC Product
27 Store Audits of all Walgreens' California stores within 90 days from April 15, 2026.

28 Walgreens must take legible digital photographs of the products: front, UPC, "drug fact"

1 panel, and expiration date of the most expired/most outdated product in each product category
2 identified during each Expired OTC Product Store Audit. Walgreens must take an additional photo of
3 the cumulative products found to be expired/outdated at each Expired OTC Product Store Audit.
4 Walgreens shall then provide digital copies of all photographs, and a tally of the findings from every
5 Expired OTC Product Store Audit, within 45 days of the completion of the Expired OTC Product
6 Store Audits.

7 Walgreens shall conduct a second round of audits at each and every Walgreens' California
8 store beginning on April 15, 2027, to be completed within 90 days. Walgreens shall then take legible
9 digital photographs, in the same manner delineated in the above paragraph, and provide all
10 photographs, and a tally of the findings from all Expired OTC Product Store Audits, within 45 days
11 of the completion of the Expired OTC Product Store Audits.

12 Walgreens will share the audit results with the People for compliance purposes only, and the
13 People agree that the audit results and the photos will not be used for any enforcement or prosecution
14 purposes, and the audit results and product photos will remain confidential as part of the settlement.

15 **Price Promise Guarantee**

16 8. Walgreens shall implement a Price Promise Guarantee with applicable consumer
17 financial incentives. Whenever Walgreens is notified by a consumer and verifies a price discrepancy
18 has occurred between the advertised price and the Point of Sale device (POS) charged price during
19 scanning at the POS in a California store, whether or not the transaction has been completed, the
20 customer shall be given the item for free if the advertised price is less than six dollars (\$6.00). If the
21 advertised price is greater than \$6.00, the customer will be charged the applicable advertised price
22 and shall be given either a \$6.00 deduction or a \$6.00 merchandise card. If the customer purchases
23 additional quantities of the item, the price charged will be the advertised price and no further
24 incentives will apply. Walgreens will post signage that is clearly visible and legible to consumers in
25 its California stores informing them of the below Price Promise Guarantee Program. The signage
26 shall state the following:

27 WALGREENS' SCANNER PRICE GUARANTEE: IF AN ITEM
28 SCANS AT A HIGHER PRICE THAN THE ADVERTISED
PRICE, AND THE ADVERTISED PRICE IS GREATER THAN

1 SIX DOLLARS (\$6), WE WILL GIVE YOU A SIX DOLLAR (\$6)
2 MERCHANDISE CARD. IF THE ADVERTISED PRICE IS SIX
3 DOLLARS (\$6) OR LESS, YOU WILL RECEIVE THAT ITEM
4 FOR FREE. THIS DOES NOT APPLY TO ALCOHOL,
TOBACCO, DAIRY, AND PRESCRIPTION DRUGS, OR IF A
CORRECTIVE NOTICE WAS POSTED.

5 **ENFORCEMENT**

6 9. Nothing in this Modified Stipulated Final Judgment limits the People's right to seek
7 any other relief or remedies provided by law, or limits Walgreens' right to defend against any request
8 of the People for such other relief or remedies. At least thirty (30) days prior to the filing of any
9 application or motion relating to this Modified Stipulated Final Judgment, the Party seeking to file
10 such application or motion shall meet and confer and shall negotiate in good faith with the other
11 Party in an effort to resolve any civil dispute without judicial intervention. If the Parties are unable to
12 resolve the dispute after meet-and-confer discussion, any Party may move this Court seeking a
13 resolution of that dispute by the Court.

14 10. Walgreens shall implement the provisions of the Compliance Program in Paragraphs 4
15 through 8 no later than April 15, 2026, unless otherwise specified herein or agreed upon by the Parties
16 in writing. Should it be impractical to implement any portion of the Compliance Program by April 15,
17 2026, the Parties shall meet and confer to address Walgreens' inability to perform. If Walgreens
18 presents legitimate and valid business reasons for the delay, Walgreens shall be given a maximum of
19 thirty (30) additional days to implement the compliance terms set forth in Paragraph 8. The
20 obligations under Paragraphs 4 through 8 shall terminate three (3) years from the date of the filing of
21 this Judgment or unless otherwise agreed upon by the Parties in writing.

22 **MONETARY RELIEF**

23 11. Walgreens shall pay to Plaintiff, upon signing of the Modified Stipulated Final
24 Judgment, SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) for reimbursement of attorney's
25 fees, costs of investigation, and other costs of enforcement, to the entities identified in, and in
26 accordance with the terms of, Exhibit A, attached.

27 12. Pursuant to Business and Professions Code sections 17206 and 17536, upon signing
28 of the Modified Stipulated Final Judgment, Walgreens shall pay to Plaintiff as civil penalties the sum

1 of FIVE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$5,400,000.00), to be distributed
2 pursuant to Government Code section 26506 to the prosecuting agencies identified in and in
3 accordance with the terms of **Exhibit B**, attached.

4 13. If required by the Clerk of the Court, Walgreens shall deliver to Plaintiff, upon
5 signing of the Modified Stipulated Final Judgment, the sum of \$435.00 payable to the "Clerk of
6 Court" for filing fees.

7 14. All checks described above shall be delivered to Deputy District Attorney Christopher
8 Judge, Office of the District Attorney for Santa Clara County, 70 W. Hedding St., West Wing, San
9 Jose, CA 95110.

10 15. Walgreens shall bear its own attorneys' fees and costs.

11 **NOTICE**

12 16. All submissions and notices to be provided hereunder shall be addressed and delivered
13 to the following:

14 **WALGREENS:**

15 Walgreens Legal Department
16 104 Wilmot Road MS #1434
Deerfield, IL 60015

17 **and:**

18 Alecia E. Cotton, Esq.
19 Rogers Joseph O'Donnell
20 311 California Street, 10th Floor
San Francisco, CA 94104
21 ACotton@rjo.com

22 **THE PEOPLE:**

23 Christopher Judge, Deputy District Attorney
24 Santa Clara County District Attorney's Office
70 W. Hedding St., West Wing
25 San Jose, CA 95110
cjudge@dao.sccgov.org

26 **RETENTION OF JURISDICTION AND FINALITY**

27 17. This Modified Stipulated Final Judgment is intended to supersede the terms of the
28

1 prior Modified Stipulated Final Judgment, *People v. Walgreen Co.*, Santa Clara County Superior
2 Court, Case No. 1-13-CV-239110, filed January 29, 2018.

3 18. The Court retains jurisdiction for the purpose of enabling any party to this Modified
4 Stipulated Final Judgment to apply to the Court at any time for such further orders and directions as
5 may be necessary and appropriate for the construction or carrying out of this Modified Stipulated
6 Final Judgment; for the modification or termination of any of its injunctive provisions; and for the
7 enforcement of, compliance with, and punishment of violations of the Modified Stipulated Final
8 Judgment. The Parties waive the right to appeal this Modified Stipulated Final Judgment as to form
9 and content.

10 19. All Parties to this action agree not to seek any further relief relating to the matters
11 described in the "Stipulation for Entry of the Modified Stipulated Final Judgment" pertaining to
12 pricing accuracy and expired products. Moreover, the instant paragraph is intended to make clear that
13 Plaintiff shall not seek further relief or penalties for the consumer overcharges or advertising
14 violations of Business and Professions Code sections 17200, 17500 and 12024.2, and for the sales
15 and offers to sell expired infant formula, baby food, and OTC drugs in violation of Health and Safety
16 Code sections 114094.5 and 110286, which occurred prior to the date of filing this Modified
17 Stipulated Final Judgment.

18 20. The Parties agree that this Modified Stipulated Final Judgment is intended to provide
19 full, fair and adequate relief to protect the interests of Plaintiff, the People of the State of California,
20 from January 29, 2018 through the date of entry of this Modified Stipulated Final Judgment and that
21 the terms of this Modified Stipulated Final Judgment shall have the maximum permitted *res judicata*
22 effect.

23 ///

24 ///

25 ///

26 ///

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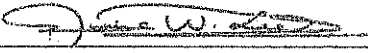
EFFECTIVENESS

21. This Modified Stipulated Final Judgment shall take effect immediately upon its filing and without the filing of a Notice of Entry of Modified Stipulated Final Judgment.

22. The Clerk of the Court is directed to immediately enter this Modified Stipulated Final Judgment.

DATED: 3/25/2026




JUDGE OF THE SUPERIOR COURT
Judge Eunice Lee

EFFECTIVENESS

21. This Modified Stipulated Final Judgment shall take effect immediately upon its filing and without the filing of a Notice of Entry of Modified Stipulated Final Judgment.

22. The Clerk of the Court is directed to immediately enter this Modified Stipulated Final Judgment.

DATED: _____

JUDGE OF THE SUPERIOR COURT

ATTACHMENT A

URSULA JONES DICKSON
Alameda County District Attorney
CELESTE KAISCH, SBN 234174
Deputy District Attorney
7677 Oakport St., Ste. 650
Oakland, CA 94621
Telephone: (510) 383-8600

DIANA BECTON
Contra Costa County District Attorney
BRYAN TIERNEY, SBN 203325
Assistant District Attorney
10 Douglas Drive, Suite 130
Martinez, CA 94553-0150
Telephone: (925) 957-2200

JASON ANDERSON
San Bernardino County District
Attorney RICK LAL, SBN 155607
Deputy District Attorney
303 West Third Street, 5th Floor
San Bernardino, CA 92415
Telephone: (909) 382-3800

SUMMER STEPHAN
San Diego County District Attorney
KATHRYN TURNER, SBN 151477
Deputy District Attorney
330 West Broadway, Suite 750
San Diego, CA 92101
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RONALD J. FREITAS
San Joaquin County District Attorney
JEFFREY A. DERMAN, SBN 197985
Chief Deputy District Attorney
CAMERON R. GRABER, SBN 339163
Deputy District Attorney
222 E. Weber Avenue, Room 202
Stockton, CA 95202
Telephone: (209) 468-2400

STEPHEN M. WAGSTAFFE
San Mateo County District Attorney
JOHN E. WILSON, SBN 95602
Deputy District Attorney
JOEL MCCOMB, SBN 271731
Deputy District Attorney
500 County Center, Third Floor
Redwood City, CA 94063
Telephone: (650) 363-4636

JEFFREY S. ROSELL
Santa Cruz County District Attorney
EDWARD T. BROWNE, SBN 167638
Assistant District Attorney
701 Ocean Street, Room 200
Santa Cruz, CA 95060
Telephone: (831) 454-2400

JEFF W. REISIG
Yolo County District Attorney
DAVID J. IREY, SBN 142864
Assistant Chief Deputy District Attorney
RACHEL MUOIO, SBN 278371
Deputy District Attorney
301 Second Street
Woodland, CA 95695-3415
Telephone: (530) 666-8428

Exhibit A

EXHIBIT A -- COSTS

Agency	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 2,500.00
Contra Costa Co. District Attorney's Office	\$ 10,000.00
Contra Costa Co. Department of Agriculture	\$ 1,917.75
Imperial Co. Department of Weights and Measures	\$ 864.89
Los Angeles County Department of Weights and Measures	\$ 883.09
Marin Co. District Attorney's Office	\$ 2,500.00
Napa Co. Department of Weights and Measures	\$ 267.50
Orange Co. Department of Weights and Measures	\$ 19,431.76
Placer Co. District Attorney's Office	\$ 2,500.00
Sacramento Co. Division of Weights and Measures	\$ 7,150.00
San Benito Co. Department of Weights and Measures	\$ 170.24
San Bernardino Co. District Attorney's Office	\$ 10,000.00
San Diego Co. District Attorney's Office	\$ 10,000.00
San Diego Co. Department of Agriculture, Weights and Measures	\$ 2,147.96
San Francisco Co. Department of Agriculture, Weights and Measures	\$ 4,758.00
San Joaquin Co. District Attorney's Office ¹ (see below)	\$ 115,220.00
San Luis Obispo Co. Department of Weights and Measures	\$ 505.72
San Mateo Co. District Attorney's Office	\$ 10,000.00
Santa Barbara Co. Department of Weights and Measures	\$ 9,100.00
Santa Clara Co. District Attorney's Office	\$ 10,000.00
Santa Clara Co. Department of Agriculture & Environmental Management	\$ 48,811.78
Santa Cruz Co. District Attorney's Office	\$ 32,000.00
Santa Cruz Co. Department of Weights and Measures	\$ 22,330.63
Solano Co. District Attorney's Office	\$ 2,500.00
Sonoma Co. Department of Weights and Measures	\$ 14,364.00
Stanislaus Co. Department of Weights and Measures	\$ 651.13
Ventura Co. Department of Weights and Measures	\$ 450.42
Yolo Co. District Attorney's Office	\$ 258,975.13
Total - Prosecutor Costs	\$ 600,000.00
¹ SAN JOAQUIN: This money shall be paid in two separate checks: (1) one check addressed to the San Joaquin County District Attorney's Office in the amount of \$59,500.00, and (2) one check addressed to the Consumer Protection Prosecution Trust Fund for reimbursement of grant funds in the amount of \$55,720.00.	

Exhibit B

EXHIBIT B -- CIVIL PENALTIES

Agency	Civil Penalties - Business and Professions § 17200 Penalties
Alameda Co. District Attorney's Office	\$ 183,750.00
Amador Co. District Attorney's Office	\$ 10,000.00
Butte Co. District Attorney's Office	\$ 10,000.00
Contra Costa Co. District Attorney's Office	\$ 612,500.00
El Dorado Co. District Attorney's Office	\$ 10,000.00
Fresno Co. District Attorney's Office	\$ 10,000.00
Glenn Co. District Attorney's Office	\$ 10,000.00
Humboldt Co. District Attorney's Office	\$ 10,000.00
Kern Co. District Attorney's Office	\$ 10,000.00
Kings Co. District Attorney's Office	\$ 10,000.00
Lassen Co. District Attorney's Office	\$ 10,000.00
Los Angeles Co. District Attorney's Office	\$ 10,000.00
Madera Co. District Attorney's Office	\$ 10,000.00
Marin Co. District Attorney's Office	\$ 50,000.00
Mendocino Co. District Attorney's Office	\$ 10,000.00
Merced Co. District Attorney's Office	\$ 10,000.00
Monterey Co. District Attorney's Office	\$ 10,000.00
Napa Co. District Attorney's Office	\$ 10,000.00
Nevada Co. District Attorney's Office	\$ 10,000.00
Orange Co. District Attorney's Office	\$ 10,000.00
Placer Co. District Attorney's Office ¹ (see below)	\$ 50,000.00
Riverside Co. District Attorney's Office ² (see below)	\$ 10,000.00
Sacramento Co. District Attorney's Office ³ (see below)	\$ 10,000.00
San Benito Co. District Attorney's Office	\$ 10,000.00
San Bernardino Co. District Attorney's Office	\$ 612,500.00
San Diego Co. District Attorney's Office	\$ 612,500.00
San Francisco Co. District Attorney's Office	\$ 10,000.00
San Joaquin Co. District Attorney's Office ⁴ (see below)	\$ 428,750.00
San Luis Obispo Co. District Attorney's Office	\$ 10,000.00
San Mateo Co. District Attorney's Office	\$ 612,500.00
Santa Barbara Co. District Attorney's Office	\$ 10,000.00
Santa Clara Co. District Attorney's Office	\$ 612,500.00
Santa Cruz Co. District Attorney's Office	\$ 612,500.00
Shasta Co. District Attorney's Office	\$ 10,000.00
Solano Co. District Attorney's Office ⁵ (see below)	\$ 50,000.00
Sonoma Co. District Attorney's Office	\$ 50,000.00
Stanislaus Co. District Attorney's Office	\$ 10,000.00
Sutter Co. District Attorney's Office	\$ 10,000.00
Tehama Co. District Attorney's Office	\$ 10,000.00
Tulare Co. District Attorney's Office	\$ 10,000.00
Ventura Co. District Attorney's Office	\$ 10,000.00
Yolo Co. District Attorney's Office	\$ 612,500.00
Yuba Co. District Attorney's Office	\$ 10,000.00
Totals - Prosecutor Civil Penalties	\$ 5,400,000.00

EXHIBIT B -- CIVIL PENALTIES

¹ PLACER: The money paid to the Placer County District Attorney as penalties pursuant to Business and Professions Code section 17206, shall be for the sole and exclusive use of the District Attorney to augment the enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

² RIVERSIDE: Business and Professions Code section 17200: "Defendant" shall pay \$10,000.00 to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

³ SACRAMENTO: The money paid to the Sacramento District Attorney as penalties pursuant to Business and Professions Code section 17206, shall be for the sole and exclusive use of the District Attorney to augment the enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

⁴ SAN JOAQUIN: Business and Professions Code section 17200 Penalties shall be paid to the "Treasurer of San Joaquin County".

⁵ SOLANO: Court further orders that these proceeds are designated as non-supplanting funds to be used by the Solano County District Attorney's Office only for the investigation and prosecution of environmental protection cases including, without limitation, those cases that can potentially be brought as unfair competition actions pursuant to Business and Professions Code Section 17200 et seq.

Pursuant to Government Code section 26506, any civil penalties recovered in a civil action "brought jointly in the name of the People of the State of California by the Attorney General, one or more district attorneys, or by one or more city attorneys, or any combination thereof, shall be paid as approved by the court."

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 274418		E-RECEIVED FOR COURT USE ONLY by Superior Court of CA, County of Santa Clara, on 3/23/2026 11:00 AM Reviewed By: R. Aragon Case #2013-1-CV-239110 Envelope: 23087589
NAME: CHRISTOPHER J. JUDGE, Deputy District Attorney		
FIRM NAME: SANTA CLARA COUNTY DISTRICT ATTORNEY'S OFFICE		
STREET ADDRESS: 70 West Hedding Street		
CITY: San Jose	STATE: CA ZIP CODE: 95110	
TELEPHONE NO.: 408-299-7500	FAX NO.:	
E-MAIL ADDRESS: cjjudge@dao.sccgov.org		
ATTORNEY FOR (name): Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA		
STREET ADDRESS: 191 North First Street		
MAILING ADDRESS:		
CITY AND ZIP CODE: San Jose, 95113		
BRANCH NAME: Downtown Superior Court		
PLAINTIFF/PETITIONER: The People of the State of California		
DEFENDANT/RESPONDENT: WALGREEN CO.		
OTHER:		
PROPOSED ORDER (COVER SHEET)		CASE NUMBER: 1-13-CV-239110
		JUDICIAL OFFICER:
		DEPT:

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff, The People of the State of California
2. Title of the proposed order:
Stipulation for Entry of Modified Stipulated Final Judgment and [Proposed] Modified Stipulated Final Judgment
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Stipulation for Entry of [Proposed] Modified Stipulated Final Judgment
 - b. Date and time: N/A
 - c. Place: TBD
4. The proposed order was served on the other parties in the case.

Christopher Judge

(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
People v. WALGREEN CO.

CASE NUMBER:
1-13-CV-239110

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):

70 West Hedding Street, San Jose, CA 95110

b. My electronic service address is (*specify*): cjudge@dao.sccgov.org

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
Alecia E. Cotton, attorney for Defendant

b. To (*electronic service address of person served*): acotton@rjo.com

c. On (*date*): 3-19-2026

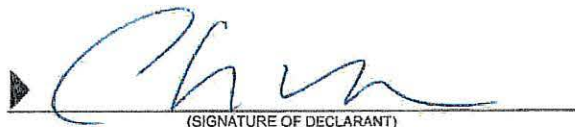
☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 3-20-2026

Christopher Judge

(TYPE OR PRINT NAME OF DECLARANT)


(SIGNATURE OF DECLARANT)