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18 THE PEOPLE OF THE STATE OF CALIFORNIA

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

21 **THE PEOPLE OF THE STATE OF**
22 **CALIFORNIA, acting by and through**
Los Angeles County Counsel
Dawyn R. Harrison,

23 Plaintiff,

24 v.

25 **WALMART, INC.,** a Delaware Corporation
26 **and SAM'S CLUB, INC.,** a Delaware
corporation,

27 Defendants.
28

CASE NO.

**COMPLAINT FOR INJUNCTION, CIVIL
PENALTIES, AND OTHER EQUITABLE
RELIEF**

- 1) Violation of Business & Professions
Code § 17200 et seq. (UCL); and
- 2) Violation of Business & Professions
Code § 17500 et seq. (FAL)

1 Plaintiff, the People of the State of California, acting by and through the Los Angeles
2 County Counsel, Dawyn R. Harrison, brings this action against Walmart, Inc. ("Walmart") and
3 Sam's Club, Inc. ("Sam's Club") (collectively "Defendants") for violations of the Unfair
4 Competition Law ("UCL"), Business and Professions Code (Bus. & Prof. Code) § 17200 et seq.,
5 and the False Advertising Law ("FAL"), Bus. & Prof. Code § 17500 et seq., following an
6 investigation by the Los Angeles County Counsel into Defendants' practices in connection with
7 their use, sharing, and disclosure of their California consumers' information.

8 The People allege the following facts based on investigation, information, or belief:

9 **I. INTRODUCTION**

10 1. This case involves Defendants' unlawful disclosure of Plaintiff's confidential and
11 private health-related information to unauthorized third-party advertising platforms.

12 2. Defendants have maintained and operated, and continue to maintain and operate,
13 websites www.walmart.com and www.samsclub.com, respectively through which consumers can
14 buy a range of household and consumer products.

15 3. Among the products that can be bought on Defendants' websites are emergency
16 contraception medications, illicit drug testing kits, prenatal vitamins, and Human
17 Immunodeficiency Virus ("HIV") testing kits ("Covered Products").

18 4. Unbeknownst to consumers, when they used Defendants' websites to buy a
19 Covered Product, between January 1, 2020, and on or about May 20, 2024, information regarding
20 their purchase and their identity was transmitted to and intercepted by unauthorized third-party
21 advertising platforms including Meta Platforms, Inc. (formerly known as Facebook) ("Meta" or
22 "Facebook") and Google LLC ("Google") (collectively "Advertising Platforms"). Defendants
23 shared this information without providing notice to their California customers and without seeking
24 their consent.

25 5. Through the use of the Meta Pixel and Google tracking pixels that Defendants
26 incorporated into the source code of their respective websites or otherwise affirmatively permitted
27 on their websites, Defendants disclosed to Meta and Google, and aided Meta and Google in the
28 interception of, California consumers' private health-related information.

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2 **II. PARTIES**

3 **A. Plaintiff**

4 6. Plaintiff is the People of the State of California. Plaintiff brings this action by and
5 through the Los Angeles County Counsel. The Los Angeles County Counsel is authorized by
6 Bus. & Prof. Code §§ 17204 and 17206 to bring actions to enforce the UCL and by Bus. & Prof.
7 Code §§ 17535 and 17536 to bring actions to enforce the FAL.

8 **B. Defendants**

9 7. Defendant Walmart, Inc. is a Delaware Corporation. Walmart's headquarters and
10 principal place of business is at 1 Customer Drive, Bentonville, Arkansas 72712. At all relevant
11 times, Walmart has transacted and continues to transact business throughout California, including
12 Los Angeles County.

13 8. Defendant Sam's Club, Inc. is a Delaware Corporation with its headquarters and
14 principal place of business in Bentonville, Arkansas. At all relevant times, Sam's Club has
15 transacted and continues to transact business throughout California, including Los Angeles
16 County. On information and belief, Sam's Club is a wholly-owned subsidiary of Defendant
17 Walmart.

18 **III. JURISDICTION AND VENUE**

19 9. This Court has jurisdiction over this matter, and venue is proper in this Court, as
20 Defendants have conducted and continue to conduct business within the State of California,
21 including the County of Los Angeles, at all times relevant to this complaint. The violations of law
22 described herein were committed or occurred in the County of Los Angeles and elsewhere in the
23 State of California.

24 **IV. DEFENDANTS' BUSINESS ACTS AND PRACTICES**

25 **A. Defendants Sold Covered Products Through their Respective Websites to California
26 Consumers**

27 10. Defendants have maintained, offered, and operated websites (including
28 www.walmart.com and www.samsclub.com) through which they have offered and sold Covered
Products to California consumers.

B. Defendants Disclosed and/or Released California Consumers' Confidential Health Information to Third Parties, Including but not Limited to Meta and Google, Without Consent

11. Completely unbeknownst to California consumers, between January 1, 2020, and on or about May 20, 2024, Defendants disclosed to Advertising Platforms, and aided and abetted unauthorized third parties including at least Meta and Google in intercepting, information regarding California consumers' purchases of Covered Products along with identifying information through Defendants' respective websites.

12. The "Meta Pixel," formerly known as the Facebook Pixel¹, is a snippet of code that companies such as Defendants can integrate into their websites and is invisible to consumers, which allows those companies to track their website users' activities as those users navigate through the website. It can track, for example, each page an individual visits on the website and what buttons the user clicks as well as specific information she may input into the website.²

13. When installed on or integrated into a website, Google tracking pixels operate similarly to a Meta Pixel and are similarly able to track the activities of individuals on that website as well as to collect or track specific information an individual may input into that website.

14. Starting on approximately January 1, 2020, and until approximately May 20, 2024, Defendant Walmart embedded the Meta Pixel and Google tracking pixels on and throughout its website www.walmart.com and transmitted information regarding California consumers' purchases of Covered Products along with identifying information, without California consumers' consent, to Meta and Google in accordance with the Meta Pixel's configuration and Google tracking pixels' configuration.

15. When a California consumer visited www.walmart.com to purchase an in-home HIV test or illicit drug test, information indicating that they had placed an in-home HIV test or

¹ Facebook first offered its "Facebook Pixel" in 2013.

² See Meta, About Meta Pixel, <https://www.facebook.com/business/help/742478679120153?id=1205376682832142> (last visited June 25, 2026).

1 illicit drug test in their cart for purchase was transmitted to Meta, Google, and other Advertising
2 Platforms. This information was accompanied by identifiers such as the Facebook Identification
3 ("Facebook ID"), which allow Advertising Platforms to identify the individual consumer making
4 the purchase.

5 16. Starting on January 1, 2020 and until approximately May 20, 2024, Defendant
6 Sam's Club embedded the Meta Pixel and Google tracking pixels on and throughout its website
7 www.samsclub.com and transmitted information regarding California consumers' purchases of
8 Covered Products along with identifying information, without California consumers' consent, to
9 Meta and Google in accordance with the Meta Pixel's configuration and Google tracking pixels'
10 configuration.

11 17. When a California consumer visited www.samsclub.com to purchase emergency
12 contraception medication, an illicit drug testing kit, or prenatal vitamins, information indicating
13 that they had placed emergency contraception medication, an illicit drug testing kit, or prenatal
14 vitamins in their cart for purchase was transmitted to Meta, Google, and other Advertising
15 Platforms. This information was accompanied by identifiers such as the Facebook ID, which allow
16 Advertising Platforms to identify the individual consumer making the purchase.

17 18. Thus when California consumers used Defendants' websites to buy Covered
18 Products, which are sensitive and health-related in nature, the Meta Pixel and Google tracking
19 pixels on Defendants' respective websites caused the California consumers' personal identifiers to
20 be disclosed to Meta and Google along with information regarding their purchases of Covered
21 Products.

22 **C. Defendants Used and Disclosed California Consumers' Health Information Without**
23 **California Consumers' Knowledge or Consent**

24 19. The tracking tools incorporated into, embedded in, or otherwise permitted on
25 Defendants' websites were invisible to users while using those websites. The Meta Pixels and
26 other tracking devices from Google on Defendants' website were seamlessly integrated into the
27 websites such that there was no reason for any user to be aware of or to discover their presence.

28 ///

1 20. California consumers did not give consent or authorization for Defendants to
2 disclose their health information to any third party.

3 21. Defendants failed to indicate to consumers that details of their sensitive
4 health-related purchases would be shared with Advertising Platforms. Instead, Walmart
5 advertised, for example, that an illicit drug testing kit would permit consumers to "Get fast results
6 in the privacy of your own home"

7 22. During the relevant period, Walmart affirmatively represented it would not share
8 confidential consumer information with third parties. Walmart's Privacy Policy stated: "Securing
9 your personal information is a priority. Walmart engages in appropriate, reasonable and
10 industry-standard security practices to help ensure that personal information is not subject to loss
11 or unauthorized access, alteration, acquisition, use, modification, destruction or disclosure."
12 Walmart's privacy notice, on www.walmart.com, also represented: "Our founder Sam Walton
13 reminded us that 'a promise we make is a promise we keep,' and it's our promise to our customers,
14 suppliers, and visitors that we respect the trust you place in us and the privacy of the information
15 you share."

16 23. During the relevant period, Sam's Club also made materially similar affirmative
17 representations that it would not share confidential consumer information with third parties.

18 24. Despite, these representations, Defendants disclosed to Meta, Google, and other
19 Advertising Platforms, and/or allowed Meta, Google, and other Advertising Platforms to intercept,
20 information regarding California consumers' extremely personal health-related purchases, which
21 invaded consumers' privacy by allowing Meta, Google and other Advertising Platforms to learn
22 details of consumers' health and health-related information.³

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24 ///

25 ///

26 ///

27

28 ³ *Id.*

D. Common Law Invasion of Privacy, Intrusion into Private Matters Invasion of Privacy, and Violation of California Constitution, Art. 1, § 1

25. Defendants' disclosure of consumers' personal health-related information constitutes an intentional intrusion upon California consumers' private matters that were intended to stay private from third parties.

26. Consumers had a reasonable expectation of privacy in their private health information. Plaintiff did not consent to, authorize, or have any reason to know about Defendants' intrusions into their privacy at the time they occurred.

27. Consumers expected that the health information they shared with a Defendant would not be disclosed to an unauthorized third party. Social norms and industry standards inform the understanding that private health-related information is highly protected and that disclosure of that information to third parties requires consent and authorization. The secret disclosure of private health-related information would be highly offensive to a reasonable person.

28. Consumers did not consent to or authorize Defendants to disclose their private health information to unauthorized third parties. Indeed, Consumers had no knowledge that such information was being so disclosed and, consequently, had no opportunity to deny consent or authorization.

29. Consumers had a reasonable expectation of privacy in their personal information, identities, and health information pursuant to Article 1, § 1, of the California Constitution, social norms, and the expectations of privacy that attach to relationships and communications relating to private health information and the use and purchase of sensitive items such as the Covered Products.

30. Defendants' disclosure of California consumers' private health information constitutes an intentional invasion of private communications, information, and matters, and a breach of social norms.

31. Defendants' conduct would be highly offensive to a reasonable person because the data disclosed was highly sensitive and personal, as protected by the California Constitution, and Defendants lacked consent or authorization to disclose such information.

E. Violation of California Invasion of Privacy Act (CIPA), Cal. Penal Code §§ 630 et seq.

32. The California Invasion of Privacy Act begins with its statement of purpose: "The legislature hereby declares that advances in science and technology have led to the development of new devices and techniques for the purpose of eavesdropping upon private communications and that the invasion of privacy resulting from the continual and increasing use of such devices and techniques has created a serious threat to the free exercise of personal liberties and cannot be tolerated in a free and civilized society. The Legislature by this chapter intends to protect the right of privacy of the people of this state." California Penal Code (Cal. Penal Code) § 630.

33. Cal. Penal Code § 631(a) provides, in pertinent part: "Any person who, by means of any machine, instrument, or contrivance, or in any other manner, intentionally taps, or makes any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any telegraph or telephone wire, line, cable, or instrument, including the wire, line, cable, or instrument of any internal telephonic communication system, or who willfully and without the consent of all parties to the communication, or in any unauthorized manner, reads, or attempts to read, or to learn the contents or meaning of any message, report, or communication while the same is in transit or passing over any wire, line, or cable, or is being sent from, or received at any place within this state; or who uses, or attempts to use, in any manner, or for any purpose, or to communicate in any way, any information so obtained, or who aids, agrees with, employs, or conspires with any person or persons to unlawfully do, or permit, or cause to be done any of the acts or things mentioned above in this §, is punishable by a fine not exceeding two thousand five hundred dollars (\$2,500) . . ."

34. Defendants are "person[s]" within the meaning of Cal. Penal Code § 631.

35. The Meta Pixel, Google tracking pixels, and California consumers' browsers, and California consumers' computing and mobile devices qualify as a "machine, instrument, contrivance or . . . other manner" under this statute.

36. California consumers' communications of health information with Defendants on and through Defendants' respective websites were intended to be confined to the parties. California consumers were using what they understood to be Defendants' secure websites and no

1 indication was given that their health information would be shared with or viewed by any
2 unauthorized third party. The circumstances reasonably indicate that consumers desired their
3 communications with Defendants to be confined to the parties thereto.

4 37. Despite not having any authorization from its California customers, Defendants
5 aided, agreed with, or conspired with Meta and Google, to permit Meta and Google to intercept
6 these communications and to learn the content of those communications while in transit or in the
7 process of being sent or received.

8 38. Defendants' conduct, as described above, violated Penal Code § 631.

9 **FIRST CAUSE OF ACTION**

10 **Violation of California Business & Professions Code §§ 17200 et seq.**

11 39. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
12 in the preceding paragraphs as if fully set forth herein.

13 40. Defendants engaged in unlawful, unfair or fraudulent acts and practices, which
14 constitute unfair competition within the meaning of § 17200 of the Bus. & Prof. Code.

15 41. Defendants' acts or practices that violate § 17200 of the Bus. & Prof. Code include,
16 but are not limited to, sharing consumers' private health information without their consent. These
17 acts also include but are not limited to violations of the following:

- 18 a. Making false or misleading statements in violation of Bus. & Prof. Code § 17500
19 by sharing consumers' information inconsistently with Defendants' representations
20 to the contrary as set forth in this complaint;
- 21 b. Violating common law invasion of privacy laws and the right to privacy under the
22 California Constitution, Art. 1, § 1, as detailed above, by disclosing private health
23 information without consent;
- 24 c. Violating the California Invasion of Privacy Act, as detailed above, by aiding,
25 agreeing with, or conspiring with Meta and/or Google to permit Meta and/or
26 Google to intercept consumers' communications with Defendants and to learn the
27 content of those communications while in transit or in the process of being sent or
28 received;

- 1 d. Violating the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510 et seq.,
2 by intentionally intercepting, endeavoring to intercept, or procuring the Advertising
3 Platforms to intercept or endeavor to intercept, consumers' electronic
4 communications;
- 5 e. Violating California Penal Code §§ 484 and 496 by taking consumers' private
6 health information through Advertising Platform pixels on their websites, with the
7 specific intent to deprive consumers of their property; and
- 8 f. Violating the Comprehensive Computer Data Access and Fraud Act, Penal
9 Code § 502, by: assisting Meta, Google, and other third parties in accessing,
10 without permission, consumers' computers, mobile phones, tables, and or other
11 devices in order to wrongfully obtain their private health information, § 502(c)(6);
12 by configuring the Meta Pixel and other third-party trackers to disclose consumers'
13 private health information, as described above, causing Meta and other third parties
14 to access consumers' computers and other devices without permission, § 502(c)(7);
15 by providing or assisting in providing a means for Meta and other third parties to
16 access consumers' computers and other devices without permission, § 502(c)(13);
17 and by knowingly introducing a computer contaminant into consumers' devices
18 when they incorporated the Meta Pixel and other trackers into their
19 websites, 502(c)(8).

20 42. Defendants' acts, omissions, practices, and non-disclosures as alleged herein
21 constituted unlawful, unfair, and fraudulent business acts and practices within the meaning of
22 Bus. & Prof. Code § 17200, et seq.

23 **SECOND CAUSE OF ACTION**

24 **Violation of California Business & Professions Code § 17500**

25 43. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
26 in the preceding paragraphs as if fully set forth herein.

27 44. Defendants have engaged in business acts or practices that constitute violations of
28 Bus. & Prof. Code § 17500 by making or disseminating, or causing to be made or disseminated,

1 untrue or misleading statements with the intent to induce members of the public to use their
2 respective websites when Defendants knew, or by the exercise of reasonable care should have
3 known, that the statements were untrue or misleading.

4 45. Defendants' untrue or misleading statements include, but are not limited to, their
5 statements, promises, and representations that they would keep consumers' private information
6 confidential. These misrepresentations and/or omissions were material and likely to deceive a
7 reasonable customer or prospective customer.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

10 1. Pursuant to Bus. & Prof. Code §§ 17203 and 17535, that Defendants, their
11 successors, agents, representatives, employees, and all persons who act in concert with them be
12 permanently enjoined from committing any acts of unfair competition or false advertising as
13 defined in Bus. & Prof. Code §§ 17200 and 17500, respectively, including, but not limited to, the
14 acts and practices alleged in this Complaint;

15 2. Awarding Plaintiff all relief available for Defendants' violations of Bus. & Prof.
16 Code §§ 17200 and 17500;

17 3. That, for each of its respective violations of Bus. & Prof. Code § 17200, the Court
18 requires each Defendant to pay up to two thousand five hundred dollars \$2,500 in an amount
19 according to proof, under the authority of Bus. & Prof. Code § 17206;

20 4. That, for each of its respective violations of Bus. & Prof. Code § 17500, the Court
21 requires each Defendant to pay up to two thousand five hundred dollars \$2,500, under the
22 authority of Bus. & Prof. Code § 17536;

23 5. That the Court enter an order granting injunctive relief as permitted by law or
24 equity, including enjoining each Defendant from continuing any unlawful practice as set forth
25 herein, and directing Defendants to identify, with Court supervision, victims of their conduct and
26 pay them all the money they are required to pay;

27 6. That the People recover their costs of suit;

28 7. That the People receive all other relief to which they are legally entitled; and

1 8. Awarding such other and further relief, at law and in equity, as the nature of this
2 case may require or as this Court deems just and proper.

3
4 DATED: August 3, 2026

Respectfully submitted,

5 DAWYN R. HARRISON
6 County Counsel

7
8 By



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