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[EXEMPT FROM FILING FEES
GOVT. CODE § 6103]

8 Attorneys for Plaintiff
9 PEOPLE OF THE STATE OF CALIFORNIA

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13
14 **THE PEOPLE OF THE STATE OF**
15 **CALIFORNIA**, by and through the County
Counsel of the County of Los Angeles,

16 Plaintiff,

17 vs.

18 **WALMART, INC.**, a Delaware Corporation,
19 **SAM'S CLUB INC.**, a Delaware Corporation,

20 Defendants.

CASE NO. [REDACTED]

**[PROPOSED] STIPULATED FINAL
JUDGMENT AND INJUNCTION**

1 Plaintiff, the People of the State of California (“the People”), acting by and through Los Angeles
2 County Counsel, Dawyn R. Harrison, and Defendants and Walmart, Inc. and Sam’s Club, Inc.
3 (“Defendants”), appearing through their attorney, Kenneth Herzinger, stipulate as follows:

- 4 1. This Court has jurisdiction over the subject matter hereof and the parties to this Stipulation
5 for Entry of Final Judgment (“Stipulation”).
- 6 2. The [Proposed] Stipulated Judgment (“Judgment”), a true and correct copy of which is
7 attached hereto as Exhibit 1, may be entered by any judge of the Los Angeles County
8 Superior Court.
- 9 3. The Los Angeles County Counsel may submit the Judgment to any judge of the Los
10 Angeles Superior Court for approval and signature, based on this Stipulation, during the
11 Court’s ex parte calendar or on any other ex parte or other basis, without notice to or any
12 appearance by Defendant, which notice and right to appear Defendants hereby waive.
- 13 4. The Parties hereby waive their right to move for a new trial or otherwise seek to set aside
14 the Judgment and further waive their right to appeal from the Judgment, except the Parties
15 agree that this Court shall retain jurisdiction for the purposes specified in paragraphs 5-17
16 and 19-26 of the Judgment.
- 17 5. The Parties jointly represent that they have worked cooperatively to come to an agreement
18 as set forth in the Judgment.
- 19 6. The Parties have stipulated and consented to the entry of the Judgment without the taking
20 of proof and without trial or adjudication of any fact or law herein, without the Judgment
21 constituting evidence of or an admission by Defendants regarding any issue of law or fact
22 alleged in the complaint on file herein, and without Defendants admitting any liability
23 regarding allegations of violations that occurred prior to the entry of the Judgment.
- 24 7. Defendants will accept service of any Notice of Entry of Judgment or Order entered in this
25 action by delivery of such notice by electronic mail to its counsel of record and agree that
26 service of the Notice of Entry of Judgment or Order will be deemed personal service upon
27 it for all purposes.
28

8. The individuals signing below represent that they have been authorized by the parties they represent to sign this Stipulation.

9. This Stipulation may be executed in counterparts, and the Parties agree that an electronic signature shall be deemed to be, and shall have the full force and effect as, an original signature.

Dated: 7/29/2026
_____, 2026

WALMART, INC.

Signed by:
By: 
5E9F890A8E13441...
Trey Brown
VP, eCommerce and Global Marketplace
Compliance

Dated: 7/27/2026
_____, 2026

SAM'S CLUB, INC.

Signed by:
By: 
89E15085ABB54B9...
Rina Hurst
VP Sam's Club eCommerce Digital
Merchandising

Dated: 7/27/2026
_____, 2026

PAUL HASTINGS LLP

Signed by:
By: 
AA89ADEF8B504DE...
Kenneth Herzinger
Attorneys for WALMART, INC. and SAMS
CLUB, INC.

Dated: August 3, 2026

DAWYN R. HARRISON
County Counsel

By: Jon Scott Kuhn

Scott Kuhn
Assistant County Counsel
Andrea Ross
Principal Deputy County Counsel
Cesar del Peral
Senior Deputy County Counsel

Attorneys for the People of the State of
California, by and through Los Angeles County
Counsel

EXHIBIT 1

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HOA.106012008.1

[PROPOSED] STIPULATED FINAL JUDGMENT

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8 Attorneys for Plaintiff
9 PEOPLE OF THE STATE OF CALIFORNIA

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

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14 **THE PEOPLE OF THE STATE OF**
15 **CALIFORNIA**, by and through the County
Counsel of the County of Los Angeles,

16 Plaintiff,

17 vs.

18 **WALMART, INC.**, a Delaware Corporation,
19 **SAM'S CLUB INC.**, a Delaware Corporation,

20 Defendants.

CASE NO. [REDACTED]

**[PROPOSED] FINAL JUDGMENT
AND INJUNCTION**

Plaintiff, the People of the State of California (“the People”), acting by and through Los Angeles County Counsel, Dawyn R. Harrison, and Walmart, Inc. and Sam’s Club, Inc. (“Defendants”), appearing through their attorney, Kenneth Herzinger, having stipulated to the entry of this Final Judgment and Permanent Injunction (“Judgment”) by the Court without the taking of proof and without trial or adjudication of any fact or law, without this Judgment constituting evidence of or an admission by Defendants regarding any issue of law or fact alleged in the Complaint on file, and without Defendants admitting or denying any liability, and with all parties having waived their right to appeal, and the Court having considered the matter and good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT

I. JURISDICTION

1. This Court has jurisdiction over the allegations and subject matter of the People’s Complaint filed in this action and the parties to this action; venue is proper in this judicial district; and this Court has jurisdiction to enter this Judgment.

2. Los Angeles County Counsel Dawyn R. Harrison has standing to bring this action in the name of the People of the State of California.

II. DEFINITIONS

3. The following terms in this Judgment shall have these meanings:

- a. “Eligible Consumer” shall mean a consumer who used one of Defendants’ websites, including the Walmart or Sam’s Club website, to purchase a “Covered Product” during the “Released Time Period.”
- b. “Covered Product” means emergency contraception medications, illicit drug testing kits, prenatal vitamins, and/or HIV tests.
- c. “Covered Information” means information sufficient for a third party, including Meta Platforms, Inc., or Google LLC, to determine which specific Covered Product an identified Eligible Consumer purchased.
- d. “Action” refers to this action entitled *People v. Walmart, Inc.*, Los Angeles Superior Court Case No. XXXX.

- e. “Fund Administrator” means the following claims processor and fund administrator: Analysis Group.
- f. “Effective Date” means the date this Judgment is entered by the Court in this Action.
- g. “The People” means the People of the State of California, acting by and through the Los Angeles County Counsel, Dawyn R. Harrison.
- h. “Fund” means the \$388,817 that the Los Angeles County Counsel will make available to Claiming Consumer(s), as detailed herein.
- i. “Released Time Period” means the dates including and between January 1, 2020, and May 20, 2024.

III. ALLEGATIONS

4. The People’s Complaint alleges that Defendants violated California Business and Professions Code section 17200 et seq., and Business and Professions Code section 17500 et seq., by their alleged disclosure of Eligible Consumers’ information to third parties in violation of the California right to privacy under California Constitution, Art. 1, § 1 and the common law; the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510 et seq. (“ECPA”); the California Invasion of Privacy Act (“CIPA”), Penal Code §§ 630, et seq.; Penal Code §§ 484, 496; and the Comprehensive Computer Data Access and Fraud Act (“CDAFA”), Penal Code § 502.

IV. INJUNCTION

5. The injunctive provisions of this Judgment are entered pursuant to California Business and Professions Code sections 17203, 17204, and 17535 and the Court’s equitable powers and shall apply to Defendants and each of their directors and officers; their affiliates and subsidiaries; their employees, agents, and independent contractors; and their successors and the assigns of all or substantially all of the assets of their businesses (“Covered Entities”). The Covered Entities shall be permanently enjoined from:

- a) Violating California Business and Professions Code § 17200, *et. seq.*, by using online tracking technologies on its websites that would capture and send Covered Information to third parties, including but not limited to Meta Platforms, Inc. and Google LLC; and
- b) Violating California Business and Professions Code § 17500, *et seq.*, by making or disseminating, or causing to be made or disseminated, any untrue or misleading statements

1 regarding using online tracking technologies on its websites that would capture and send
2 Covered Information to third parties, including but not limited to Meta Platforms, Inc. and
3 Google LLC.

4 **V. MONETARY PROVISIONS**

5 6. Upon entry of this Judgment, Defendants shall pay the amount of \$908,817 to Los Angeles
6 County Counsel. Los Angeles County Counsel has elected to allocate this \$908,817 to payment as follows:
7 a) \$388,817 shall be allocated towards the Fund, as defined above, b) \$360,000 shall be paid to Los
8 Angeles County to allocate consistent with Business and Professions Code section 17206 for enforcement
9 of consumer protection laws, and c) \$160,000 for payment of attorneys' fees and costs. Defendants shall
10 pay the \$908,817 due pursuant to this Judgment by wire transfer or check to the Fund Administrator
11 pursuant to instructions provided by Los Angeles County Counsel to Defendants upon entry of Judgment.
12 From that total payment of \$908,817 to the Fund Administrator shall hold \$388,817 of such funds for the
13 sole purpose of using them to administer the Fund and, if appropriate, *cy pres* payments to the Los Angeles
14 County Department of Consumer and Business Affairs pursuant to this Judgment. The Fund Administrator
15 shall wire the remaining \$520,000 pursuant to instructions provided to it by Los Angeles County Counsel
16 within 10 days of entry of Judgment.

17 7. Defendants shall also pay any applicable additional administrative fee to the Fund
18 Administrator or other third party for all expenses related to the distribution of the Fund.

19 **VI. SETTLEMENT FUND ADMINISTRATION**

20 8. The Fund Administrator shall handle all aspects of the fund administration process as set
21 forth in this Judgment.

22 9. Within thirty (30) days of the Effective Date, Walmart shall provide the Fund
23 Administrator with a list of Eligible Consumers' names and contact information (as well as other
24 identifying information as may be necessary to administer the Fund). Walmart shall cooperate reasonably
25 regarding the production of this information to the Fund Administrator in an efficient manner. The Fund
26 Administrator shall keep the information provided by Walmart strictly confidential and shall not disclose
27 it to any person or entity without a court order and without providing reasonable advance notice to
28

1 Walmart prior to any such disclosure so that Walmart has an opportunity to seek relief from the court to
2 prevent such disclosure.

3 10. Walmart shall pay the costs of administration promptly upon receiving an invoice from the
4 Fund Administrator after the Effective date. Such costs shall be in addition to the \$908,817 due pursuant
5 to this Judgment.

6 11. Payment of the administrative fee shall be made by Walmart directly to the Fund
7 Administrator.

8 12. The Fund Administrator will use its best efforts to notify Eligible Consumers of their
9 eligibility for payment and deliver payments in the most efficient and speedy manner possible.

10 13. Notice of eligibility ("Notice") will be sent to all Eligible Consumers. An emailed notice
11 shall be sent by the Fund Administrator as soon as practical after (a) the Fund Administrator has obtained
12 contact information for Eligible Consumers; and (b) the Parties have agreed upon the content of the
13 emailed notice. The date the Fund Administrator sends the emailed notice shall be referred to as the
14 "Notice Date."

15 14. Eligible Consumers will have one hundred and twenty (120) days after the Notice Date to
16 submit a claim to receive payment from the Fund, and to confirm their payment details. Eligible
17 Consumers who timely apply to receive payment from the Fund and confirm their payment details are
18 referred to as "Claiming Consumers" herein. During the one-hundred-and-twenty (120) day application
19 period, the Fund Administrator shall provide weekly updates to the Parties regarding the number of
20 Claiming Consumers who have applied to receive payment from the Fund. The Fund Administrator shall
21 send at least two reminders to Eligible Consumers who have not applied to receive payment from the Fund
22 thirty (30) days after the Notice Date. These reminders may be sent by email to those Eligible Consumers
23 for whom Walmart provides, or the Fund Administrator is able to find, an email address. The Fund
24 Administrator shall also make reasonable efforts to promptly identify alternative contact information,
25 including mailing addresses, for Eligible Consumers whose original emailed notices and reminders could
26 not be delivered or are returned undelivered and send new emailed or mailed notices and reminders to
27 such Eligible Consumers, as well as to any other Consumer who requests a new emailed or mailed notice.
28 Promptly after the expiration of the one- hundred-and-twenty (120) day application period, the Fund

1 Administrator shall provide the Parties with the number of Claiming Consumers, and the Fund shall be
2 distributed with each Claiming Consumer receiving an equal share. If the amount due to Claiming
3 Consumers exceeds forty-seven dollars and sixty- two cents (\$47.62) (which approximates the average
4 amount paid by each Eligible Consumer for Covered Products purchased through Defendants' websites
5 during the Released Time Period), the Parties shall meet and confer and agree on a procedure to increase
6 the number of Claiming Consumers, which may involve sending additional notices to Eligible Consumers
7 who did not apply, extending the time period for such Eligible Consumers to apply, if necessary, and/or
8 applying certain funds as *cy pres* payments.

9 15. To the extent any questions or disputes arise regarding a Consumer's eligibility for receipt
10 of money from the Fund under this Judgment or the method of distribution, Los Angeles County Counsel
11 will make the final decision regarding eligibility and distribution.

12 16. Defendants agree that the People may apply to the Court as necessary for further specific
13 orders, if any, required to effectuate the distribution of the Fund.

14 17. The Fund Administrator can make payments to Claiming Consumers via direct payment
15 services selected by Claiming Consumers or via check. With respect to payments made by check, the
16 checks mailed to Claiming Consumers by the Fund Administrator shall expire after one hundred and
17 eighty (180) days from the date they are mailed. The Fund Administrator shall then calculate the balance
18 of any unclaimed funds remaining after all checks have been cashed, deposited, or expired, and shall
19 provide any remaining funds as *cy pres* payments to the Los Angeles County Department of Consumer
20 and Business Affairs for use in the future investigation of consumer protection and privacy matters within
21 20 days (consistent with instructions provided by Los Angeles County Counsel). Such *cy pres* payment
22 shall be made pursuant to instructions provided to the Fund Administrator by Los Angeles County
23 Counsel. The Parties shall have no liability whatsoever against each other or any Eligible Consumer or
24 Claiming Consumer in connection with the administration of the Fund or for any action by the Parties
25 with respect to the monies deposited.

26 **VII. RELEASE**

27 18. This Judgment fully and completely resolves the allegations asserted by the People against
28 Defendants in the Action. The People hereby release Defendants from all claims that are asserted or that

could have been asserted under the Unfair Competition Law, Bus. & Prof. Code § 17200 et seq., and California Business and Professions Code § 17500, et seq., California Constitution, Art. 1, § 1 and the common law; the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510 et seq. (“ECPA”); the California Invasion of Privacy Act (“CIPA”), Penal Code §§ 630, et seq.; Penal Code §§ 484, 496; and the Comprehensive Computer Data Access and Fraud Act (“CDAFA”), Penal Code § 502 to the extent such claims are based upon, or related to, the factual allegations in the People’s Complaint and arose during the Released Time Period.

VIII. ADDITIONAL PROVISIONS

19. This Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Judgment.

20. Nothing in this Judgment shall be construed as relieving Defendants of their obligations to comply with all state and federal laws, regulations, or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

21. Defendants shall use reasonable efforts to notify those responsible for carrying out and effecting the terms of this Judgment and the requirements therein.

22. Defendants shall bear their own attorneys’ fees, costs, and any other expenses related to this Action.

23. Notices and communications under this Judgment shall be served by email and regular mail as follows:

a. To the People:

Scott Kuhn, Assistant County Counsel
 skuhn@counsel.lacounty.gov
 OFFICE OF THE COUNTY COUNSEL
 648 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012-2713
 Telephone: (213) 808-8747
 Facsimile: (213) 680-2165

b. To Walmart, Inc.:

Carey Fenton
 Senior Vice President, US Ethics & Compliance
 Walmart, Inc.

1 1 Customer Drive
2 Bentonville, AR 72716
3 carey.fenton@walmart.com

4 24. This Judgment shall take effect immediately upon entry thereof.

5 25. If this Court, or a Court of competent jurisdiction, finds that any Defendant has violated
6 the injunction set forth above, Defendants shall be liable for reasonable attorneys' fees and costs incurred
7 by the People for the enforcement of such violation.

8 26. The clerk is directed to enter this Judgment forthwith.

9 ORDERED AND ADJUDGED at Los Angeles, California, on _____.

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12 Judge of the Superior Court
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