

ELECTRONICALLY FILED
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County of Yolo,
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By: A. Sagara, Deputy

1 JEFF W. REISIG
District Attorney of the County of Yolo
2 DAVID J. IREY, STATE BAR NO. 142684
Assistant Chief Deputy District Attorney
3 LARRY BARLLY, STATE BAR NO. 114456
ASHLEY HARVEY, STATE BAR NO. 310954
4 Deputy District Attorneys
Consumer Fraud and Environmental Protection Division
5 301 Second Street
Woodland, California 95695
6 Telephone: (530) 666-8180
Email: ashley.harvey@yolocounty.org
7

8 *Attorneys for People of the State of California*

9
10 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF YOLO**

11 THE PEOPLE OF THE STATE OF
CALIFORNIA,

12 Plaintiff,

13 vs.

14 WALMART STORES, INC., a Delaware
15 corporation,

16 Defendant.
17

Case No.: CV 2021- CV2021-1847

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT**

18
19 This Stipulation for Entry (“Stipulation”) of Final Judgment comes before the Court as a
20 result of an investigation by Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA
21 (hereinafter “Plaintiff” or “the People”) that certain egg products as specified in the Complaint and
22 sold in Yolo County, California under Defendant WALMART STORES, INC.’s (hereinafter
23 “Defendant” or “Walmart”) “Great Value” brand violated California’s prohibition of price gouging
24 as defined in Executive Order N-44-20 and Penal Code section 396, and thus were in violation of
25 Business and Professions Code section 17200. The Office of the Yolo County District Attorney
26 contacted Walmart in relation to the People’s investigation.

27 Walmart has agreed to resolve this matter without the expense and disruption of litigation,
28 and without any admission of liability or wrongdoing, and the People are satisfied that the resolution

1 embodied in the Final Judgment is fair, reasonable, and in the best interest of the public and fullfills
2 the People’s enforcement objectives.

3 IT IS HEREBY STIPULATED BETWEEN the People, through their attorneys, Jeff W.
4 Reisig, Yolo County District Attorney Yolo, by Deputy District Attorneys Lawrence Barly and
5 Ashley Harvey; and Walmart, appearing generally through the Donald H. Heller Law Corporation,
6 by Donald H. Heller, a California licensed attorney, that the proposed Stipulated Final Judgment
7 (“Final Judgment”), a copy of which is attached hereto and incorporated by this reference as Exhibit
8 1, may be signed by the Court and entered as the Final Judgment in the above-entitled matter.

9 IT IS FURTHER STIPULATED that:

10 1. This Court has jurisdiction over the subject matter of the Complaint and all parties.

11 2. The Parties agree to the entry of the Final Judgment prior to the taking of proof,
12 without trial or adjudication of any issues of law or fact herein, and without the Final Judgment
13 constituting evidence or an admission of liability or wrongdoing by any party.

14 3. The People and Walmart waive the right to appeal, to attempt to set aside or vacate, or
15 otherwise to attack, directly or collaterally, the Final Judgment.

16 4. Plaintiff and Defendant stipulate that this Stipulation for Entry of Final Judgment may
17 be signed by all the parties by signature in counterpart, and a facsimile or an electronically
18 transmitted signature shall be deemed to be, and shall have the same force and effect as, an original
19 signature.

20 5. Plaintiff and Defendant stipulate that the proposed Final Judgment attached hereto as
21 Exhibit 1 may be signed by any Judge of the Superior Court of the State of California, County of
22 Yolo, and entered by the Clerk without notice, provided that this Stipulation for Entry of Final
23 Judgment has been executed by counsel listed below.

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26 ///

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1 6. The Judgment has been entered into by the parties in good faith and upon the
2 representations presented to the People in this matter.

3 **FOR THE PLAINTIFF:**

4 JEFF W. REISIG, District Attorney
5 County of Yolo, State of California

6
7 Dated: 10/5/2021

8 By: *Larry Barlly*
9 LARRY BARLLY
10 Deputy District Attorney

11 Dated: 10/5/2021

12 By: *Ashley Harvey*
13 ASHLEY HARVEY
14 Deputy District Attorney

15 **FOR DEFENDANT WALMART STORES, INC.:**

16 DATED: 10/5/2021

17 Respectfully submitted,
18 WALMART STORES, INC.

19 By: *Carrie Farthing*

20 Printed Name: Carrie Farthing
21 Officer Authorized to Act on Behalf of
22 WALMART STORES, INC.

23
24 DATED: Oct. 5, 2021

25 Respectfully submitted
26 DONALD HELLER

27 By: *Donald H. Heller*
28 DONALD H. HELLER, Attorney for Defendant,
 WALMART STORES, INC.

Exhibit 1

1 JEFF W. REISIG
District Attorney of the County of Yolo
2 DAVID J. IREY, STATE BAR NO. 142684
Assistant Chief Deputy District Attorney
3 LARRY BARLLY, STATE BAR NO. 114456
ASHLEY HARVEY, STATE BAR NO. 310954
4 Deputy District Attorneys
Consumer Fraud and Environmental Protection Division
5 301 Second Street
Woodland, California 95695
6 Telephone: (530) 666-8180
Email: ashley.harvey@yolocounty.org

7 *Attorneys for People of the State of California*

8
9 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF YOLO**

10 THE PEOPLE OF THE STATE OF CALIFORNIA,) Case No. CV 2021-
11)
Plaintiff,) [PROPOSED] FINAL JUDGMENT
12) PURSUANT TO STIPULATION
13)
v.)
14)
WALMART STORES, INC., a Delaware corporation,)
15)
Defendant.)
16)
17)

18
19 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, having filed their Complaint
20 herein and to the extent represented by and authorized to act through their attorneys, JEFF W.
21 REISIG, District Attorney of Yolo County, by Deputy District Attorneys Larry Barlly and Ashley
22 Harvey, (hereinafter, “the People”), and Defendant WALMART STORES, INC., a Delaware
23 corporation, (hereinafter, “Walmart”) appearing generally through the Donald H. Heller Law
24 Corporation, by Mr. Donald H. Heller, a California licensed attorney, by stipulation do hereby agree
25 that the Court enter the following Final Judgment.

26 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

27 1. The Superior Court of California, County of Yolo, has subject matter jurisdiction over
28 the matters alleged in the Complaint and personal jurisdiction over the parties to this Final Judgment.

1 **INJUNCTIVE RELIEF**

2 **A. APPLICABILITY**

3 2. Consistent with the Stipulation for Entry of Final Judgment, this Judgment resolves
4 the above-captioned action filed by the People against Walmart relating to the sale of five (5) Great
5 Value branded egg products, including the 12-count large, 12-count extra-large, 18-count large, 36-
6 count large and 60-count large items (hereinafter “Products”) sold in Yolo County, California, in
7 violation of California’s prohibition of price gouging as defined in Executive Order N-44-20 and
8 Penal Code section 396, and Business and Professions Code section 17200 et seq., and is meant to
9 resolve and is conclusive with respect to those matters set forth in the allegations of the Complaint
10 that occurred in the County of Yolo before the entry of this Judgment.

11 3. The injunctive provisions of this Judgment are applicable to Walmart, and to all
12 principals, representatives, agents, and employees whose duties include any of the matters covered
13 by the injunctive provisions in this Final Judgment.

14 **B. TERMS**

15 4. Pursuant to Business and Professions Code section 17203, Walmart is hereby enjoined
16 from selling or offering to sell any Products in the State of California at a price in violation of Penal
17 Code section 396, or any Executive Order or California Code section, regulation, rule, or guideline
18 pertaining to price gouging.

19 5. Defendant may move to terminate the injunctive provisions in Paragraphs 2-3
20 pursuant to Code of Civil Procedure section 533 no earlier than June 10th, 2025, provided that
21 Defendant provides a statement under penalty of perjury from a corporate representative with
22 knowledge of the facts that:

- 23 a. All amounts required under this Final Judgment have been paid; and
- 24 b. Defendant has remained in compliance of the Final Judgment during its
25 existence.

26 6. On June 10th, 2027, the remaining injunctive provisions, if any, will terminate
27 automatically.

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1 **MONETARY PROVISIONS**

2 7. Walmart shall pay EIGHTY THOUSAND NINE HUNDRED NINETY-EIGHT
3 DOLLARS (\$80,998.00) in settlement of this matter, as set forth below and pursuant to Business and
4 Professions Code section 17206, to the Yolo County District Attorney’s Office, Attention: David J.
5 Irey, Assistant Chief Deputy District Attorney, 301 Second Street, Woodland, CA 95695.

6 8. Payment shall be received by the People from Defendant within fourteen (14)
7 business days after the entry of judgment. Payment shall be as follows:

8 One check shall be made payable to the Yolo County District Attorney’s Office in the amount
9 of SEVENTY THOUSAND SEVEN HUNDRED NINETY-EIGHT DOLLARS (\$70,798.00), of
10 which FORTY-SEVEN THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS (\$47,224.00)
11 is allocated as partial reimbursement of costs of investigation and other costs of enforcement, and
12 TWENTY-THREE THOUSAND FIVE HUNDRED SEVENTY-FOUR DOLLARS (\$23,574.00), is
13 allocated as civil penalties.

14 9. Recognizing the infeasibility of identifying injured consumers who suffered actual
15 loss, the impracticality of providing direct restitution to said consumers, and the disproportionate cost
16 of making restitution to individual consumers, which would far exceed the benefit consumers would
17 gain, Defendant shall pay, pursuant to Business and Professions Code section 17203, *cy pres*
18 restitution in the sum of TEN THOUSAND TWO HUNDRED DOLLARS (\$10,200.00) which shall
19 be payable to the Yolo Food Bank, to support its mission to advance the quality of life of Yolo
20 County’s most vulnerable residents by elevating food security.

21 10. Except as otherwise expressly provided herein, each party shall bear its own
22 attorney’s fees and costs.

23 **ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES**

24 11. The People may move this Court for additional relief for any violation of any
25 provision of this Final Judgment including, but not limited to, contempt, additional injunctive
26 provisions, or additional penalties consistent with the provisions of this Final Judgment. Unless
27 otherwise set forth herein, nothing in this Final Judgment limits the People’s right to seek any other
28 relief or remedies provided by law, or limits Defendant’s right to defend against any request of the

1 People for such other relief or remedies. However, it is contemplated by both parties that, in most
2 reasonably foreseeable instances, prior to the People moving forward with any formal request for
3 additional relief associated with this Judgment, the People will provide a minimum of 14-days
4 written notice to Walmart summarizing any known recent prohibited conduct. The People’s written
5 notice shall be sent to the following:

- 6 a. Walmart Government Response Team, Attn: Carrie Farthing, at
7 GRTRewiew@walmart.com and carrie.farthing@walmartlegal.com.
8

9 12. The failure of the People to enforce any provision of this Final Judgment shall neither
10 been deemed a waiver of such provision nor shall it in any way affect the validity of this Final
11 Judgment. The failure of the People to enforce any provision shall not preclude it from later
12 enforcing the same or other provisions of this Final Judgment.

13 **MATTERS COVERED BY THIS FINAL JUDGMENT**

14 13. This Final Judgment is a final and binding resolution between the prosecutors of Yolo
15 County and Defendant regarding any alleged violations pertaining to the Products as defined and
16 alleged in the People’s Complaint and occurring between May 1, 2020 to June 9, 2020, inclusive.
17 The requirements of this Final Judgment shall be interpreted consistent with any applicable state and
18 federal statutes, regulations, rules or guidelines, including Executive Orders.

19 14. The language used for the obligations set forth in this Final Judgment are solely for
20 the purposes of settlement and compromise and are in no way intended to be an alteration of
21 California law in any other action. If any ambiguity arises regarding any provision of this Final
22 Judgment that requires interpretation, there is no presumption that documents should be interpreted
23 against any party. The presumption set forth in Civil Code section 1654 is not applicable.

24 15. Nothing in this Final Judgment deprives those individuals harmed by Defendant’s
25 acts, as alleged in the People’s Complaint, of any right or remedy that they may otherwise be entitled
26 to by law. Nor does anything in this Final Judgment relieve Defendant of any obligations it may
27 have to those individuals harmed by those acts, as alleged in the People’s Complaint.
28

1 **FUTURE REGULATORY CHANGES**

2 16. Nothing in this Final Judgment shall excuse Defendant from meeting any more-
3 stringent requirement that may be imposed by applicable law or by any change in the applicable law.
4 To the extent any current statutory or regulatory requirement, or future statutory or regulatory
5 change, makes Defendant’s obligations less stringent than those provided for in this Final Judgment,
6 Defendant’s compliance with the changed law shall be deemed compliance with this Final Judgment.

7 **CONTINUING JURISDICTION**

8 17. The Court shall retain continuing jurisdiction to enforce the terms of this Final
9 Judgment and to address any other matters arising out of or regarding this Final Judgment.

10 **MODIFICATION**

11 18. This Final Judgment may be modified only on noticed motion by one of the parties
12 with approval of the Court, or upon written consent by all of the parties and the approval of the
13 Court.

14 **EFFECTIVE DATE**

15 19. The effective date of this Final Judgment is the date of the signature of the Court
16 entering this Final Judgment.

17
18 **IT IS SO ORDERED.**

19 Dated:

By: _____

JUDGE OF THE SUPERIOR COURT