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Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO
UNLIMITED JURISDICTION

THE PEOPLE OF THE STATE OF CALIFORNIA, <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> WALMART STORES, Incorporated, a Delaware Corporation, <p style="text-align: center;">Defendant,</p>	No. 21CV-0390 STIPULATED FINAL JUDGMENT
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The People of the State of California, Plaintiff, by and through DAN DOW, San Luis Obispo District Attorney, by KENNETH JORGENSEN, Deputy District Attorney; and Defendant WALMART STORES, INC., a Delaware corporation, ("Walmart" or "Defendant") by and through its attorneys, Peter I. Altman of the Akin, Gump, Strauss, Hauer & Feld LLP law firm, (collectively, "the Parties") having stipulated that this Court has jurisdiction over them and this matter and that this Stipulated Final Judgment ("Judgment") may be signed without the taking of proof, without trial, or adjudication of any issue of fact or law herein:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

JURISDICTION

1. This action is brought under California law and this Court has jurisdiction of its

1 subject matter and the Parties.

2 2. Consistent with the Stipulation for Entry of Final Judgment, this Judgment
3 resolves the above-captioned action filed by Plaintiff against the Defendant relating to the
4 online offer to sell and sale of "Caresour W-075 75% Alcohol Disinfecting Wipes, 50 Pack"
5 on Walmart.com to residents of the County of San Luis Obispo in violation of the Governor's
6 Office, Executive Order N-44-20, and is meant to resolve and is conclusive with respect to
7 those matters set forth in the allegations of the Complaint which occurred in the County of
8 San Luis Obispo before the date of entry of this Judgment. This Judgment does not resolve
9 any offer to sell, or sale, of this item outside the County of San Luis Obispo.

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11 **MONETARY RELIEF**
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13 3. Pursuant to California Business and Professions Code sections 17206,
14 Walmart shall, within 30 days of the date of the filing of this Stipulated Final Judgment, pay
15 to Plaintiff one thousand five hundred dollars (\$1,500) payable to the "San Luis Obispo
16 District Attorney's Office."

17 4. Walmart shall pay costs incurred by the District Attorney's Office within 45
18 days of the date of the filing of this Stipulated Final Judgment, of seven thousand five
19 hundred dollars (\$7,500) payable to the in the form of one check payable to the "San Luis
20 Obispo District Attorney's Office."

21 5. Walmart shall pay a filing fee of four hundred thirty-five dollars (\$435.00) to
22 the Superior Court of California, County of San Luis Obispo within 45 days of the date of the
23 filing of this Stipulated Final Judgment, payable to the Superior Court of California, County
24 of San Luis Obispo.

25 6. All checks shall be delivered to the attention of Deputy District Attorney
26 Kenneth Jorgensen, at the San Luis Obispo District Attorney's Office, 1035 Palm Street, 4th
27 Floor, San Luis Obispo, California 93410. The District Attorneys office shall deposit
28 Walmart's filing fee with the Court upon receipt from Walmart.

1 7. In the event of default by Walmart as to any amount due pursuant to
2 Paragraphs 3, 4, and 5, the whole amount shall be deemed immediately due and payable to
3 the County of San Luis Obispo and Plaintiff shall be entitled to pursue any and all remedies
4 provided by law for the enforcement of this Stipulated Final Judgment. Further, any amount
5 in default shall bear interest at the prevailing legal rate from the date of default until paid.
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7 **RETENTION OF JURISDICTION**
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9 8. Jurisdiction is retained for the purpose of enabling any party to this Judgment
10 to apply to the Court at any time for such further orders and directions as may be necessary
11 and appropriate for the construction or carrying out of this Judgment and for the
12 enforcement of and/or punishment of violations of this Judgment.

13 9. This Judgment and the Stipulation for Entry of Judgment represent the full and
14 complete terms of the settlement entered into by the parties hereto. In any subsequent
15 action undertaken by the People or Walmart, no prior versions of any of its terms, that were
16 not entered by the Court in this Judgment, may be introduced for any purpose whatsoever.

17 10. This Judgment may be modified only by order of this Court.

18 11. The clerk is directed to immediately enter this Judgment.

19 **IT IS SO STIPULATED.**

20 **FOR THE PEOPLE:**

21 DAN DOW, District Attorney
22 County of San Luis Obispo, State of California

23 DATED: June 15, 2021

24 By:



25 Kenneth Jorgensen
26 Deputy District Attorney

27 **FOR WALMART, INC.:**

28 DATED: July 7, 2021

By:



Carrie Farthing,
Managing Counsel
Government Response Team

1
2 **REVIEWED AND APPROVED AS TO FORM AND CONTENT:**

3
4 DATED: _____

By:  _____

Peter I. Altman,
AKIN GUMP STRAUSS HAUER & FELD LLP
Attorneys for Walmart, Inc.

6 **IT IS SO ORDERED.**

7 DATED: 7/9/2021

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JUDGE OF THE SUPERIOR COURT

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