

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

MAR -4 2022

BY

Deputy Clerk

JILL R. RAVITCH
District Attorney of Sonoma County
MATTHEW T. CHEEVER, State Bar No. 191783
Chief Deputy District Attorney
2300 County Center Dr., Suite B-170
Santa Rosa, CA 95403
Telephone: (707) 565-3161
Facsimile: (707) 565-3499
Matthew.Cheever@Sonoma-County.org

Attorneys for Plaintiff

[Additional attorneys listed on Appendix to
Stipulation for Entry of Final Judgment]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA

THE PEOPLE OF THE STATE OF
CALIFORNIA,

Plaintiff,

TARGET CORPORATION, a Minnesota
corporation,

Defendant.

Civil Case No.: SCV-270231

STIPULATED FINAL JUDGMENT

Plaintiff, the People of the State of California ("the People"), by and through its attorneys,
Jill R. Ravitch, Sonoma County District Attorney, by Matthew T. Cheever, Chief Deputy District
Attorney; Nancy E. O'Malley, Alameda District Attorney, by Matthew L. Beltramo, Assistant
District Attorney and Nancy Tung, Deputy District Attorney; Diana Becton, Contra Costa County
District Attorney, by Gary E. Koeppel, Deputy District Attorney; Lori Frugoli, Marin County
District Attorney, by Andres H. Perez, Deputy District Attorney; Jeffrey S. Rosell, Santa Cruz
County District Attorney, by William Atkinson, Supervising Assistant District Attorney and
Edward Browne, Assistant District Attorney; Summer Stephan, San Diego District Attorney, by
Kathryn L. Turner, Prosecuting Attorney and Stephen M. Spinella, Deputy District Attorney; and

1 Erik Nasarenko, Ventura County District Attorney, by Andrew Reid, Deputy District Attorney;
2 and Defendant Target Corporation, by and through its attorneys, Morrison & Foerster LLP, by
3 Purvi G. Patel and Kelsey Harrison, have stipulated that this Stipulated Final Judgment (the
4 "Final Judgment") may be entered without trial or adjudication of any issue of fact or law. The
5 parties enter this Final Judgment pursuant to a settlement of certain disputed claims between
6 them as alleged in the Complaint. Nothing in this Final Judgment shall be construed as an
7 admission or denial by Defendant of any fact, issue of law, or violations of law alleged generally
8 or specifically in the Complaint.

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

10 1. The Final Judgment has been reviewed by this Court and is found to have been
11 entered in good faith and to be, in all respects, just, reasonable, equitable and adequate to
12 protect the public from the occurrence of future violations of the law.

13 2. Unless otherwise stated, all obligations imposed upon Defendant by the terms of
14 this Final Judgment are ordered pursuant to sections 17200, et seq., and 17500, et seq., of the
15 California Business and Professions Code, including sections 17203, 17206, 17535, and 17536.

16 3. The parties waive the right to appeal this Final Judgment both as to form and
17 content.

18 **JURISDICTION AND VENUE**

19 4. The authority of the District Attorneys to bring this action on behalf of the
20 People is derived from Business and Professions Code sections 17203, 17204, 17206, 17535,
21 and 17536.

22 5. Defendant advertises and does business within the counties of Sonoma,
23 Alameda, Contra Costa, Marin, San Diego, Santa Cruz and Ventura, and elsewhere throughout
24 the State of California.

25 6. Venue is appropriate in this Court because the wrongful acts alleged below
26 occurred in Sonoma County and elsewhere throughout the State of California.

27 **APPLICABILITY**

28 7. All provisions of this Final Judgment are applicable to Defendant, and to its

1 officers, directors, employees, representatives, subsidiaries, successors, and assigns, and to all
2 persons and other entities acting under or on behalf of Defendant, including all of the direct and
3 indirect subsidiaries and affiliates of Defendant.

4 **INJUNCTIVE RELIEF**

5 **Definitions**

6 8. For the purposes of this Judgment, the following definitions shall apply:

7 A. "Advertised Price" means a price (other than a price that was retracted
8 due to error) that is posted or displayed on the commodity itself or on a shelf tag that
9 corresponds to that commodity; or the price for a commodity that is otherwise advertised,
10 posted, marked, displayed, or quoted including, but not limited to, in a flyer, newspaper,
11 magazine, direct mail publication, or electronically (e.g., on or via the internet, the Target App,
12 or on a Target non-checkout location POS). Nothing herein will be construed to mean that a
13 consumer will be eligible for an Advertised Price if he or she fails to qualify under the
14 applicable terms disclosed in conjunction with the Advertised Price (e.g., "buy two get one for
15 half price"), so long as said terms are clearly and conspicuously disclosed.

16 B. "Geofencing" means the use of global positioning system (GPS) and/or
17 other local radio frequency identifiers to define geographical boundaries which allow an
18 administrator to set up triggers so when a device enters or exits the boundaries, the
19 hardware/software responds in some fashion as dictated by the program.

20 C. "Point of Sale System" ("POS") means any computer or electronic
21 system used by a retail establishment such as, but not limited to, Universal Product Code
22 scanners, price lookup codes, or an electronic price lookup system as a means for scanning or
23 otherwise detecting the price of the item being purchased by a consumer.

24 D. "POS Price" means the price of an item displayed to a consumer when
25 the item is scanned at an in-store POS.

26 E. "Price Accuracy Program" means the policy that Defendant is required to
27 create and/or modify as required under Paragraph 11 of the Judgment.

1 F. "Price Accuracy Team Leader" ("PATL") means the employee designated
2 for each shift in each California store who shall perform the duties set forth in Paragraph 10(D).

3 G. "Price Audit" means the weekly audit of at least 400 items offered for
4 sale in each California Target store as set forth in Paragraph 10(D)(2) using the Shelf Price
5 Accuracy Tool.

6 H. "Price Compliance Records" (PCR) means the records required to be
7 maintained in each store ("Store PCR") or at Defendant's corporate offices ("Corporate PCR")
8 to document the compliance program in accordance with the provisions of Paragraph 10. The
9 PCR may be electronic.

10 I. "Price Compliance Officer" ("PCO") means the corporate person
11 appointed by Defendant who shall be charged with oversight of Defendant's Compliance
12 Program as specified in Paragraph 10.

13 J. "Price Discrepancy" means a variance between the lowest Advertised
14 Price and the POS Price. For purposes of this Judgment, a Price Discrepancy shall include, but
15 not be limited to, all instances in which a POS Price override is instituted or performed. For
16 purposes of this Final Judgment, a Price Discrepancy shall not include: (1) situations where the
17 variance between an Advertised Price and the POS Price is consistent with a clear and
18 conspicuous price correction notice placed on the rack or shelf at each location the product is
19 displayed or on the advertising board at the front of each store notifying customers of an
20 incorrect Advertised Price; (2) any variance between an Advertised Price and the POS Price
21 when an item of merchandise has been correctly stocked but moved, transferred or transported
22 to the wrong rack, shelf, display, or fixture by another customer; (3) any variance between the
23 Advertised Price for an item when purchased online and when purchased in store; or (4) any
24 variance which results in a consumer being charged a price lower than the lowest Advertised
25 Price. Defendant shall bear the burden of proof in establishing any exception under this
26 subsection.

27 K. "Report of Price Discrepancy" means a report of a Price Discrepancy by
28 any customer, any employee or agent of a government agency, or any employee of Defendant.

L. "Shelf Price Accuracy Tool" means a technology that Target team members access using a handheld device that allows them to scan an item's barcode and then manually enter the item's Advertised Price. The device retrieves the POS Price, and, if the Advertised Price and POS Price do not match, the Shelf Price Accuracy Tool prompts the team member on the methodology to fix the Price Discrepancy.

M. "Weights and Measures Official" shall mean any representative of the State of California Division of Measurement Standards, Department of Food and Agriculture, or any representative of a County Sealer or Director of a County Department of Agriculture, or any representative of the California Attorney General, a district attorney, or a city attorney.

Prohibitory Injunction

9. Pursuant to Business and Professions Code sections 17203 and 17535, Defendant is permanently enjoined and restrained from doing any of the following acts or practices:

A. Violating Business and Professions Code section 12024.2(a)(1) by charging at the time of sale of a commodity, an amount which is more than the lowest Advertised Price for the commodity;

B. Violating Business and Professions Code section 12024.2(a)(2) by charging an amount greater than the lowest price posted on the commodity itself or on a shelf tag that corresponds to the commodity, notwithstanding any limitation of the time period for which the posted price is in effect;

C. Violating Business and Professions Code section 17500 by making or causing to be made any representation concerning real or personal property or services, or concerning any circumstances or matter of fact connected with the proposed performance thereof, which is untrue or misleading, and which is known to be, or which by the exercise of reasonable care should be known to be untrue or misleading.

Compliance Program

10. Pursuant to Business and Professions Code section 17203 and 17535, Defendant

1 shall, for seven (7) years following entry of Judgment, implement, administer and enforce at all
2 of its California stores (whether in existence on the date of entry of Judgment or thereafter), a
3 Compliance Program to ensure price accuracy. The Compliance Program shall include the
4 following:

5 **A. Policies and Procedures.** Defendant shall promptly implement written
6 price accuracy policies and procedures ("Policies and Procedures") that incorporate the
7 provisions of this Judgment. The Policies and Procedures shall be maintained in either hardcopy
8 or electronic format as part of the Store PCR in each of Defendant's stores in California and the
9 Corporate PCR.

10 **B. Signature and Acknowledgment.** All of Defendant's price personnel (as
11 designated herein) shall be required to read the Policies and Procedures and sign an
12 acknowledgment that they have read and understood them. Defendant shall confirm its
13 compliance with this provision by providing a sworn declaration to said effect, executed by a
14 corporate officer responsible for enforcement of the Policies and Procedures to Matthew T.
15 Cheever, Sonoma County District Attorney's Office, 2300 County Center Drive, Ste. B170,
16 Santa Rosa, CA 94503, by electronic mail no later than one hundred and twenty days from the
17 entry of this Final Judgment.

18 **C. Corporate Price Personnel.** Defendant shall appoint one person at the
19 corporate level who shall be designated the Price Compliance Officer (hereinafter "PCO") who
20 shall be charged with overseeing, with respect to all stores in California: (a) maintaining of price
21 accuracy in the POS, (b) prompt reporting, investigation, and resolution of Price Discrepancies;
22 (c) the maintenance in each store of all records required by this Judgment, which shall be kept
23 in the Store PCR, and the transmission of said records to the PCO for inclusion in the Corporate
24 PCR; and (d) compliance with the Policies and Procedures. The PCO may delegate duties to
25 other of Defendant's employees at the corporate level, appoint "back-up" PCOs, or retain third-
26 party administrators as the PCO deems reasonable and appropriate to assist with the PCO's
27 responsibilities. The PCO shall be the designated corporate contact for inquiries from Weights
28

1 and Measures Officials regarding Defendant's compliance with the injunctive terms of this
2 Judgment.

3 **D. Price Accuracy Team Leader.** Each of Defendant's stores in California
4 shall designate for each work shift an employee or employees to act as the Price Accuracy Team
5 Leader ("PATL"). Each store's designated leader may serve the function of the PATL.

6 **(1) PATL Duties.** The duties of the PATL shall be to ensure their
7 respective store's compliance with the Policies and Procedures including, but not limited to,
8 investigating and resolving any Report of Price Discrepancies, maintaining price accuracy,
9 overseeing price audits, ensuring that pricing errors are promptly corrected, promptly
10 communicating price audits, and maintaining the Store PCR.

11 **(2) Price Audits.** Each PATL shall ensure the store conducts a
12 minimum of one Price Audit per week of at least 400 items offered for sale in the PATL's store
13 using the Shelf Price Accuracy Tool. The purpose of the Price Audit is to determine whether
14 any Price Discrepancies exist with the selected items. The items for the Price Audit must be
15 randomly selected. Where practical, the items will be randomly selected using a computerized
16 random number generator. Price Discrepancies discovered during such audits shall be
17 immediately corrected in the store. If the PATL knows or has a reason to believe that an
18 individual Report of Price Discrepancy extends beyond a single store, the PATL shall
19 immediately report it to the PCO who shall take appropriate action statewide to correct the Price
20 Discrepancy.

21 **(3) Notice of Weights and Measures Inspections.** The PATL shall
22 forward all reports and notices of inspections conducted by the state or local department of
23 Weights and Measures to the PCO and shall maintain a copy of each report or notice of
24 inspection in the Store PCR.

25 **(4) Implementation of Price Audits.** If any of Defendant's
26 California stores are unable to conduct the Price Audits as described in subparagraph (2) above
27 by the date of entry of Judgement, the store shall continue to implement the price audits
28 described in Paragraphs 6(D)(2), 6(D)(4), 6(D)(6), and 6(E) of the February 9, 2015 Final

1 Judgment and Permanent Injunction Pursuant to Stipulation, notwithstanding whether those
2 provisions have expired under the terms of the 2015 Judgment.

3 (5) **Expired Price Audit.** The PATL in each of Defendant's stores
4 shall designate a person or persons to conduct an Expired Price Audit, no less than one time per
5 week. The Expired Price Audit shall consist of the designated person(s) walking the entire store,
6 searching for and removing all expired price displays (e.g., shelf tags and signs) from all
7 locations in the store, including, but not limited to, all store aisles, end caps, rounders, and self-
8 standing displays. The Expired Price Audits shall occur after normal sales price changes are
9 made each week.

10 E. **Maintaining Audit Records In PCR.** Within two business days after
11 each Price Audit is conducted, the PATL shall record the results of the audit(s) in the Store PCR,
12 and shall forward the audit record(s) to the PCO for inclusion in the Corporate PCR. The
13 recorded results of each Price Audit shall include the following, if applicable: (1) the date of the
14 audit; (2) the name and title of the person conducting the audit; (3) the number of items audited;
15 (4) a list of any Price Discrepancies discovered during that audit including the item's SKU
16 number, description, POS Price, lowest advertised and/or shelf price, and date of shelf tag price
17 expiration, if applicable; and (5) a certification that any Price Discrepancies were corrected,
18 along with the date and time of the correction.

19 (1) The audit records shall be maintained in the Store PCR for a
20 period of at least one (1) year from the date of each audit and shall be maintained in the
21 Corporate PCR for five (5) years from the date of each audit. The Store PCR and all records
22 required under this Judgment shall be made promptly available for review and copying upon
23 request to the PATL or store leader by any Weights and Measure Official.

24 (2) The Corporate PCR and all records required to be maintained
25 therein shall be provided in at least electronic format within ten (10) business days of the
26 written request of any Weights and Measures Official to the PCO.

27 F. **Price Change Implementation and Verification.** Upon the occurrence
28 of any price change, whether as part of a sale or promotion or otherwise, covering one or more

1 products in any of Defendant's stores in California, the PATL or their qualified designee shall
2 ensure that all affected shelf prices and in-store signs reflect the same price as the POS Price.
3 The PATL or his or her qualified designee shall assure that any Price Discrepancies are
4 immediately corrected.

5 **G. POS Price Discrepancy Code.** Defendant shall maintain a POS Price
6 Discrepancy Code at or on all POS devices. This Code shall allow the cashier, in as few steps
7 as possible, to record and report all Price Discrepancies including, but not limited to, price
8 overrides. If the reported Price Discrepancy is verified by the PATL, the PATL or their qualified
9 designee shall correct it without delay. If a Price Discrepancy reveals a problem with the POS
10 Price, the PATL shall immediately contact the PCO who shall take immediate measures to
11 correct the POS error. If the PCO cannot immediately correct the POS error, the PCO shall order
12 the affected product to be immediately removed from sale until the price can be corrected in the
13 POS. Any corrective action taken in conjunction with the requirements of this provision shall be
14 made part of the Daily Report of Price Discrepancies referenced in subparagraph H. If no
15 corrective action is warranted, the PATL or their qualified designee shall indicate with as much
16 specificity as possible in the Daily Price Discrepancy Report entry for that reported Price
17 Discrepancy, the reason(s) no corrective action was taken.

18 **H. Report of Daily Price Discrepancies.** Each store shall maintain a
19 Report of Daily Price Discrepancies reflecting all Price Discrepancies that were recorded and
20 reported through the POS Price Discrepancy Code. The Price Discrepancies reflected in the
21 Report of Daily Price Discrepancies shall be immediately reported to the PATL or their qualified
22 designee, who shall investigate and resolve each reported discrepancy as soon as reasonably
23 practicable and in no event longer than two (2) hours after the report of the Price Discrepancy.
24 All Reports of Daily Price Discrepancies shall be maintained in the Store PCR for a period of at
25 least one (1) year from the date of each Report. All Reports of Daily Price Discrepancies shall
26 be maintained in the Corporate PCR in either hard copy or electronic format for five (5) years
27 from the date of each report.

I. **Duty to Report Price Discrepancy.** Any person employed by Defendant, who becomes aware of any Price Discrepancy or receives a Report of Price Discrepancy that is not otherwise recorded and reported by the POS Price Discrepancy Code or via the Price Audit shall immediately notify the PATL of the store where the Price Discrepancy is discovered. The Price Discrepancy shall be made part of the Report of Daily Price Discrepancies or be captured by the Price Audit, and the PATL shall record any action the PATL took in response as set forth above. If the PATL has reason to believe the Price Discrepancy in question may extend beyond a single store, the person shall without delay also send a system notification to inform the PCO of the Price Discrepancy.

J. **Service of Papers, Distribution and Acknowledgment.** Within thirty (30) days of the entry of this Final Judgment, Defendant shall provide a copy or comprehensive summary of this Final Judgment to individuals responsible for the implementation and supervision of price policies in Defendant's California stores. In connection with the training set forth below, the PCO shall ensure that all California store Managers, PATLs and cashiers receive, read and understand the Final Judgment or a comprehensive summary of it, and acknowledge that they have read and understood it. Such acknowledgment may be provided in any written form, provided, however, that Defendant shall keep them in the Store PCR for one (1) year and the Corporate PCR for five (5) years from the date of their creation. The Final Judgment or a comprehensive summary shall be reasonably accessible to all California store personnel via an online or hard copy format.

Training

K. **General Manager and PATL Training.** No more than sixty (60) days after entry of this Judgment, and/or when a newly hired employee is hired to fill one of the designated positions, Defendant shall ensure that all California store Managers and PATLs undergo comprehensive price accuracy training. Defendant shall keep in the Store PCR for one (1) year and the Corporate PCR for five (5) years legible written or electronic records of such training provided, including attendance records and acknowledgments that each person received such training. The training shall be updated periodically as needed and shall be provided at least

1 annually to store managers and PATLs as discussed below. The training shall include at least
2 the following topics to improve price accuracy:

- 3 (1) Price accuracy awareness and duties under the Judgment;
- 4 (2) How to ensure correct prices are consistently displayed and charged;
and
- 5 (3) How to respond to Price Discrepancy issues raised by customers.

6 Defendant shall conduct and each Manager and PATL shall attend annual refresher training of
7 no less than two (2) hours regarding the requirements of this Judgment for California store
8 Managers and PATLs.

9
10 L. **Store Cashier Training.** Within sixty (60) days after entry of this Final
11 Judgment, Defendant shall ensure that all store cashiers undergo price accuracy training. All
12 cashiers hired after the date of entry of this judgment shall undergo such training within 60 days
13 of their date of hire. Defendant shall keep in the Store PCR for one (1) year and in the Corporate
14 PCR for five (5) years from the date of their creation, legible written or electronic records of
15 such training, including attendance records and acknowledgments that each person received
16 such training. The training shall be updated periodically as needed, and shall be provided
17 annually to Store Cashiers as discussed below. The training shall include at least the following
18 topics to improve price accuracy:

- 19 (1) Price accuracy awareness and duties under the Final Judgment;
- 20 (2) Proper implementation of the Price Accuracy Program (as set forth in
paragraph 11, below); and
- 21 (3) How to respond to price accuracy issues raised by customers.

22 Defendant shall conduct and each employee shall attend at least thirty (30) minutes of annual
23 refresher training regarding the relevant provisions of this Final Judgment for California store
24 cashiers.

25 **Target Online**

26 M. **Technology.** Target will not use Geofencing in conjunction with the
27 Target App or Target.com such that the price of any product advertised as available when
28 purchased online on the Target App or Target.com either (1) increases or (2) switches to a price

1 advertised as available when purchased at a store based solely on the geographic location of the
2 user.

3 N. **Disclosures.** Target will not advertise the price of any item via
4 Target.com or the Target App, that is simultaneously available for purchase in store, if the online
5 price is or may be different from the in-store price, unless the advertisement in question clearly
6 and conspicuously discloses that the Advertised Price is (1) only available when purchased
7 through that online channel or only available for purchase in a store, and (2) does not otherwise
8 imply that the online price is available in the store or that the in-store price is available online.

9 **Price Accuracy Program**

10 11. Pursuant to Business and Professions Code section 17203 and 17535, Defendant
11 shall, within sixty (60) days of entry of this Judgment, implement a Price Accuracy Program
12 applicable to all California stores that shall include the following:

13 A. Whenever an item offered for sale has scanned at the POS at a price that
14 is higher than the lowest of either (a) any valid Advertised Price; or (b) any price posted on the
15 item itself or on a shelf tag that corresponds to that item notwithstanding any limitation of the
16 time period for which the posted price is in effect, the involved customer shall receive the
17 item(s) at the price the customer believes is the lowest advertised or posted price. If the Target
18 employee handling the transaction does not believe the stated price is accurate or the customer
19 does not recall the exact lowest advertised price, the Target employee or the PATL shall take
20 immediate measures to verify the lowest Advertised Price and charge the customer that price.
21 This program shall be referred to as the "Price Accuracy Program."

22 B. Any employee who is aware or is made aware, by any reasonable means,
23 of the Price Discrepancy, shall take immediate steps to comply with the Price Accuracy Program
24 whether at the point of sale or at a later time.

25 C. Defendant shall inform customers of the Price Accuracy Program by
26 posting a sign in a clear, conspicuous and unobstructed location at every POS location in every
27 store in California. In no event shall the signs be placed lower than forty-eight inches (48')
28

1 above the floor. The signs shall be printed on in a different color than their background (e.g.
2 sign with a white background on a red vertical surface).

3 (1) The signs shall be no smaller than five inches by eight inches
4 (5" x 8") in size; words shall be in a font size no less than 24-point and shall be against a
5 contrasting background (e.g., black letters on a white background); and shall state:

6 **"PRICE ACCURACY PROGRAM NOTICE: If an item**
7 **scans at a price higher than the lowest currently**
8 **advertised or posted price, please advise your cashier**
9 **immediately of the correct price and we will charge you**
10 **the lowest advertised price."**

11 (2) In addition to the signs located at the POS locations, Defendant
12 shall place a sign with the heading "PRICE ACCURACY PROGRAM NOTICE" in the
13 entrance area clearly visible to customers as they enter the store and customer service area of
14 each California store. The sign shall be at least two feet by three feet (2' x 3') in size, in a font
15 size no less than 48-point against a contrasting background. The bottom of the sign should be no
16 lower than thirty-six inches above the floor. The parties agree placing this Price Accuracy
17 Program Notice in or adjacent to the "ad board," or equivalent area in stores without an "ad
18 board," located in the entrance area of a store, meets the requirements of this sign provision.

19 D. Defendant shall not make any statements or take any actions which would
20 directly or indirectly prevent or discourage the Price Accuracy Program from being followed,
21 complied with, enforced by or adhered to by employees, nor shall Defendant or Defendant's
22 employees make any statements or take any actions that would discourage customers from
23 utilizing this program.

24 **Third-Party Auditor**

25 12. Within thirty (30) calendar days of the entry of this Final Judgment, Target shall
26 retain the services of a third-party auditor ("Auditor"), such Auditor to be identified to and
27 accepted by the People prior to entry of Judgment. The Auditor shall within a period of five (5)
28 years conduct five (5) annual compliance audits of California stores. The purpose of the annual
compliance audits shall be to monitor and confirm Target's compliance with various provisions

1 of Paragraphs 10 and 11 of the Judgment. The annual compliance audits shall include the audit
2 protocols Target has provided to the People.

3 13. Target, with help from the Auditor, shall submit an annual report of the
4 compliance audits to the People, within fifteen (15) calendar days of each anniversary date of
5 the entry of this Final Judgment. The audit reports, based on the parties' agreed upon protocol
6 shall include, but not be limited to:

7 A. The Auditor's description and discussion of its audit objectives, scope,
8 criteria, audit activities, audit findings and audit conclusions, and a summary of all audit
9 evidence considered or relied upon by the Auditor to support the audit conclusions;

10 B. A summary of the Price Audit results;

11 C. A listing of any written advisements of violation, including formal
12 Notices of Violation and inspection reports directed at and maintained at any Target retail store
13 by any local or state agency that identifies any violation and/or alleged violation of any
14 consumer protection law relating to advertising, price accuracy or weighing accuracy, retained
15 at the store;

16 D. A brief description of the disposition of any such noted violations and
17 what corrective measures, if any, were taken by Target; and

18 E. A plan to correct any deficiencies raised in the Auditor's report that have
19 not already been addressed.

20 14. If the Auditor determines that a California store passes three consecutive annual
21 compliance audits, the Auditor shall not conduct any additional annual compliance audits of
22 that store.

23 **MISCELLANEOUS**

24 15. Neither the Injunction, nor any provision hereof, shall be a defense, or be
25 admissible in support of a defense, to an action by the People for any future violation(s) of any
26 consumer protection law including, but not limited to, violations of the Business and
27 Professions Code.

28 16. Nothing in this Final Judgment shall in any way prevent Defendant from

1 developing, testing or implementing new or different systems or measures regarding the
2 subjects covered by the Final Judgment. At Defendant's request, prior to implementation or
3 proposed implementation of any such new or different system or measure, the parties agree to
4 meet and confer regarding the viability or continued application of any particular affected
5 provision of this Final Judgment and whether the Final Judgment shall be modified, upon
6 consent of the court, to include the implementation of any such new or different system or
7 measure.

8 17. Nothing in this Judgment shall in any manner affect Defendant's obligation to
9 fully comply with any other law, statute, or regulation not referenced herein. Nor shall anything
10 in this Judgment be construed as addressing violations of the law, if any, not mentioned in the
11 Complaint or addressed herein.

12 MONETARY RELIEF

13 18. Pursuant to Business and Professions Code sections 17203 and 17353,
14 Defendant shall pay reimbursement for the stipulated costs of investigation in the total amount
15 of one hundred seventy-three thousand six hundred eighteen dollars and eighty-one cents
16 (\$173,618.81), which shall be paid by separate certified checks made payable as follows:

- 17 A. \$23,364.20 made payable to Alameda County Department of Agriculture,
18 Weights and Measures;
- 19 B. \$7,812.98 made payable to Contra Costa County Department of
20 Agriculture, Weights and Measures;
- 21 C. \$1,803.63 made payable to Imperial County Department of Agriculture,
22 Weights and Measures;
- 23 D. \$8,734.44 made payable to Marin County Department of Agriculture,
24 Weights and Measures;
- 25 E. \$3,449.50 made payable to Napa County Department of Agriculture,
26 Weights and Measures;
- 27 F. \$14,536.00 made payable to Orange County Department of Agriculture,
28 Weights and Measures;
- G. \$1,800.00 made payable to Sacramento County Department of Agriculture,
Weights and Measures;
- H. \$7,738.02 made payable to San Diego County Department of Agriculture,
Weights and Measures;

- 1 I. \$3,242.87 made payable to San Luis Obispo County Department of
Agriculture, Weights and Measures;
- 2 J. \$4,160.00 made payable to Santa Barbara County Department of
Agriculture, Weights and Measures;
- 3 K. \$20,732.21 made payable to Santa Clara County Department of
Agriculture, Weights and Measures;
- 4 L. \$5,000.00 made payable to the County of Santa Cruz Agricultural
Commissioner;
- 5 M. \$4,277.45 made payable to Shasta County Department of Agriculture,
Weights and Measures;
- 6 N. \$32,245.00 made payable to Sonoma County Department of Agriculture,
Weights and Measures;
- 7 O. \$875.29 made payable to Stanislaus County Department of Agriculture,
Weights and Measures;
- 8 P. \$33,847.22 made payable to Ventura County Department of Agriculture,
Weights and Measures.

9 19. The parties having stipulated that it is impractical and unfeasible to provide
10 direct restitution to consumers who may have been affected by Defendant's practices, the costs
11 of administering a direct restitution program would likely exceed any benefit to individual
12 consumers derived therefrom, pursuant to Business and Professions Code sections 17203 and
13 17535, Defendant shall pay *cy pres* restitution in the amount of \$200,000, as follows:

- 14 A. \$100,000 shall be made payable to the "Consumer Protection
15 Prosecution Trust Fund," an entity established in the case of *People v.*
16 *ITT Consumer Financial Corporation* (Alameda Superior Court No.
17 656038-0), to support the enforcement of consumer protection laws in
18 California; and
- 19 B. \$100,000 shall be made payable to the California Agricultural
20 Commissioners and Sealers Association Quantity Control Trust Fund to
21 support the investigation and enforcement of consumer protection laws
22 in California.

23 20. Pursuant to Business and Professions Code section 17206, Defendant shall pay a
24 total of five million dollars (\$5,000,000.00) in civil penalties, which amount, shall be paid as
25 follows pursuant to Government Code section 26506:

- 26 A. \$714,285.71 made payable to the Alameda County District Attorney's
27 Office;
- 28 B. \$714,285.71 made payable to the Contra Costa County District Attorney's
Office;

- 1 C. \$714,285.71 made payable to the Marin County District Attorney's Office;
2 D. \$714,285.71 made payable to the Santa Cruz County District Attorney's
3 Office;
4 E. \$714,285.71 made payable to the Sonoma County District Attorney's
5 Office;
6 F. \$714,285.71 made payable to the San Diego County District Attorney's
7 Office; and
8 G. \$714,285.71 made payable to the Ventura County District Attorney's
9 Office.

10 21. In lieu of paying to the People an additional sum of \$500,000.00 as civil
11 penalties, Defendant is required to implement price audit procedures, as specified in greater
12 detail in Paragraphs 10(D)(2), 12, and 13. Over the seven years following entry of this Final
13 Judgment, Defendant will allocate at least this sum to the activities and compliance measures at
14 its California stores as set forth above.

15 22. All payments made pursuant to this Final Judgment and all notices, reports and
16 communications required in conjunction with the Judgment shall be delivered no later than
17 fourteen (14) days after the date of entry of this Final Judgment to the attention of:

18 Matthew T. Cheever, Chief Deputy District Attorney
19 Environmental and Consumer Law Division
20 Sonoma County District Attorney's Office
21 2300 County Center Dr., Ste. B170
22 Santa Rosa, California, 95403

23 Provided, however, that the People may designate another person to receive payments, notices,
24 reports and communications by notifying Defendant in writing.

25 **REQUESTS FOR INFORMATION TO VERIFY COMPLIANCE**

26 23. Except as otherwise provided in this Final Judgment, Defendant shall retain
27 electronic or other records required to be generated or maintained by this Final Judgment for a
28 period of five (5) years from the date of creation of the electronic or other record. During the
period commencing on the date of entry of this Final Judgment and ending five (5) years after
the date of entry of this Final Judgment, the People may make a written request to Defendant
for non-privileged documents or information showing compliance with the injunctive or
conduct provisions of this Final Judgment. Defendants shall provide such non-privileged


1 documents or information within thirty (30) days after receipt of the request unless otherwise
2 agreed by the parties or ordered by this or another court. If Defendant believes, in good faith,
3 that it cannot produce the requested non-privileged documents or information within the time
4 contemplated herein, Defendant shall request an extension from the People within thirty (30)
5 days of its receipt of the People's request and identify the time period Defendant reasonably
6 anticipates will be required to complete the production. If the People and Defendant cannot
7 agree upon an extension or the scope of production after good faith meet and confer efforts,
8 then Defendant may seek appropriate relief from the court.

9 **RETENTION OF JURISDICTION**

10 24. Jurisdiction is retained, pursuant to Code of Civil Procedure section 664.6, by
11 the Court for the purpose of enabling any party to the Final Judgment to apply to the Court at
12 any time for such further orders and directions as may be necessary and appropriate for the
13 construction or carrying out of the injunctive, conduct or other provisions of this Final
14 Judgment, for the modification, release, or dissolution of any injunctive or conduct provisions
15 contained in this Final Judgment, and for the enforcement of compliance with this Final
16 Judgment or the punishment of violations of the Judgment.

17 25. The Clerk shall enter this Final Judgment forthwith.

18
19
20 Dated: March 4, 2022


JUDGE OF THE SUPERIOR COURT
COUNTY OF SONOMA
Jennifer V. Dollard