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FEB - 9 2015

KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: C. Lucchesi, Deputy

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

TARGET CORPORATION, a Minnesota corporation,

Defendant.

Case No. **CIV 15 00 47 4**

**FINAL JUDGMENT AND
PERMANENT INJUNCTION
PURSUANT TO STIPULATION**

Plaintiff, the People of the State of California ("the People"), appearing through its attorneys, Edward S. Berberian, Marin County District Attorney, by Andres H. Perez, Deputy District Attorney; Mark A. Peterson, Contra Costa County District Attorney, by Gary E. Koepfel, Supervising Deputy District Attorney; Lisa A. Smittcamp, Fresno County District Attorney, by Edward T. Browne, Deputy District Attorney; Jeffrey S. Rosell, Santa Cruz County District Attorney, by William Atkinson, Assistant District Attorney; Jill R. Ravitch, Sonoma County District Attorney, by Matthew T. Cheever, Deputy District Attorney; and Jan I. Goldsmith, San Diego City Attorney, by Kathryn L. Turner, Chief Deputy City Attorney and Kristine A. Lorenz, Deputy City Attorney; and Defendant Target Corporation, by and through its attorneys, Morrison Foerster, by David F. McDowell; and

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COPY

1 Plaintiff and Defendant having stipulated and consented to the entry of this Final
2 Judgment and Permanent Injunction ("Judgment") prior to the taking of any proof, and without
3 trial or adjudication of any issue of fact or law herein; and

4 The Court having considered the pleadings;

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

6 **JURISDICTION**

7 1. This action is brought under California law and this Court has jurisdiction of its subject
8 matter and parties.

9 **DISCLAIMER OF ADMISSIONS**

10 2. The provisions of this Judgment are entered as a result of the stipulation of the parties,
11 without admission or denial by Defendant regarding any factual or legal allegation in the
12 Complaint.

13 **APPLICABILITY**

14 3. The provisions of this Judgment are applicable to Defendant Target Corporation, a
15 Minnesota corporation, and to its officers, directors, employees, agents, servants and
16 representatives acting within the course and scope of their agency and employment, and to
17 successors and assignees of Defendant, and to all persons, partnerships, corporations, and other
18 entities acting for, through, on behalf of or in concert with Defendant with actual or constructive
19 notice of this Judgment (hereinafter collectively referred to as "TARGET"). Unless otherwise
20 stated, all obligations imposed upon TARGET by the terms of this Judgment are ordered pursuant
21 to Business and Professions Code section 17203 and 17535.

22 **DEFINITIONS**

23 4. For the purposes of this Judgment, the following definitions shall apply:

24 A. "**Advertised Price**" means a price that is posted or displayed on the
25 commodity itself or on a shelf tag that corresponds to that commodity; or the price for a
26 commodity that is otherwise advertised, posted, marked, displayed, or quoted including, but not
27 limited to, in a flyer, newspaper, magazine, direct mail publication, or electronically (e.g. on or
28 via the internet or on a Target non-checkout location POS). Unless otherwise prohibited by

1 laws¹, nothing herein will be construed to mean that a consumer will be eligible for an Advertised
2 Price if he or she fails to qualify under the applicable terms disclosed in conjunction with the
3 Advertised Price, so long as said terms are clearly and conspicuously disclosed.

4 B. **"Point of Sale System"** ("POS") means any computer or electronic system
5 used by a retail establishment such as, but not limited to, Universal Product Code scanners, price
6 lookup codes, or an electronic price lookup system as a means for determining the price of the
7 item being purchased by a consumer.

8 C. **"POS Price"** means the price of an item displayed to a consumer when the
9 item is scanned at a POS.

10 D. **"Pricing Discrepancy"** means a variance between: 1) the lowest
11 Advertised Price; and 2) the checkout location POS Price. For purposes of this Judgment, a
12 Pricing Discrepancy shall include, but not be limited to, all instances in which a checkout location
13 POS Price override is instituted or performed. For purposes of this Final Judgment, a Pricing
14 Discrepancy shall not include (1) situations where the variance between an Advertised Price and
15 the POS Price is consistent with a clear and conspicuous price correction notice placed on the
16 rack or shelf at each location the product is displayed and on the advertising board at the front of
17 each store notifying customers of an incorrect Advertised Price; (2) any variance between an
18 Advertised Price and the POS Price when merchandise has been correctly stocked but
19 inadvertently moved, transferred or transported to the wrong rack, shelf, display, or fixture by a
20 customer; or (3) any variance which results in a consumer being charged a price lower than the
21 lowest Advertised Price. Target shall bear the burden of proof in establishing any exception
22 under this subsection, when the alleged Pricing Discrepancy is brought to its attention within
23 fourteen (14) days of the date on which the alleged Pricing Discrepancy occurred.

24 E. **"Report of Pricing Discrepancy"** means a report of a Pricing Discrepancy
25 by any customer, any employee or agent of a government agency, or any employee of Target.
26
27

28 ¹ E.g., see Business and Professions Code section 12024.2(a)(2).

1 F. **"Weights and Measures Official"** shall mean any representative of the
2 State of California Division of Measurement Standards, Department of Food and Agriculture, or
3 any representative of a County Sealer or Director of a County Department of Agriculture, or any
4 representative of the California Attorney General, a district attorney, or a city attorney.
5

6 INJUNCTION

7 5. Pursuant to Business and Professions Code sections 17203 and 17535, TARGET is
8 permanently enjoined and restrained from directly or indirectly engaging in any of the following
9 acts or practices:

10 A. Violating Business and Professions Code section 12023 by selling any
11 commodity according to gross weight or measure;

12 B. Violating Business and Professions Code section 12024 by selling a
13 commodity in less quantity than it is represented to be, in violation of Business and Professions
14 Code Section 12024.

15 C. Violating Business and Professions Code section 12024.2(a)(1) by
16 charging at the time of sale of a commodity, a value which is more than the lowest advertised,
17 posted or quoted price for the commodity, in violation of Business & Professions Code section
18 12024.2;

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

23 E. Violating Business and Professions Code section 17200 by engaging in
24 unfair competition as that term is defined therein; and

25 F. Violating Business and Professions Code section 17500 by, with the intent
26 directly or indirectly to dispose of real or personal property or to perform services or to induce any
27 member of the public to enter into an obligation relating to such property or services, making or
28 causing to be made any representation concerning that property or those services, or concerning any

1 circumstance or matter of fact connected with the proposed performance thereof, which is untrue or
2 misleading, and which is known to be, or which by the exercise of reasonable care should be known
3 to be, untrue or misleading (as used herein, the term "misleading" includes statements which
4 although true, are either actually misleading, or which have a capacity, likelihood or tendency to
5 deceive or confuse the person to whom they are directed).

6 6. Pursuant to Business and Professions Code sections 17203 and 17535, TARGET
7 shall, for the next seven (7) years, administer and enforce in every existing store operated by
8 TARGET in California, and in every new store operated by TARGET in California during the
9 seven (7) year period after the date of entry of this Judgment, a Compliance Program to correct:
10 inaccurate or expired shelf prices, incorrect in-store advertised prices, inaccurate scanner prices,
11 inaccurate tare weights, and inaccurate package weights. The Compliance Program shall include
12 the following:

13 A. **POLICIES AND PROCEDURES.** TARGET shall promptly implement
14 written pricing accuracy policies and procedures ("Policies and Procedures") that incorporate the
15 provisions of this Judgment. The Policies and Procedures shall be maintained in a Pricing
16 Compliance Binder ("PCB") in each Target store in California ("Store PCB") and at Target
17 Corporate Headquarters ("Corporate PCB"). The PCBs may be maintained in either hardcopy or
18 electronic format. Target is not obliged to maintain PCBs, either Store PCB or Corporate PCB
19 for any time period prior to this Final Judgment

20 B. **SIGNATURE AND ACKNOWLEDGMENT.** All TARGET pricing
21 personnel (as designated herein) shall be required to read the Policies and Procedures and sign an
22 acknowledgment that they have read them and understand them. TARGET shall confirm its
23 compliance with this provision by providing a sworn declaration to said effect, executed by an
24 executive charged with responsibility for pricing programs to Gary E. Koeppel, Contra Costa
25 County District Attorney's Office, 900 Ward Street, Fourth Floor, Martinez, CA 94553, by
26 certified mail no later than one hundred and twenty days from the entry of this Final Judgment.

27 C. **CORPORATE PRICING PERSONNEL.** TARGET shall appoint one
28 person at the corporate level who shall be designated the Pricing Compliance Officer (hereinafter

1 “PCO”) who shall be charged with overseeing, with respect to all stores in California: (a) the
2 maintaining of pricing accuracy in the POS, (b) price changes, (c) prompt reporting, investigation,
3 and resolution of Pricing Discrepancies in the POS and in stores, including pricing errors arising
4 from inadequate tare weight deductions and inaccurate labeling weights on commodities; (d) that
5 each store maintains all records required by this Judgment in their Store PCB and forwards them
6 to the PCO for inclusion in the Corporate PCB which shall be maintained by the PCO as required
7 by this Judgment; and (e) compliance with the Policies and Procedures. The PCO may delegate
8 duties to other Target employees at the corporate level, appoint “back-up” PCOs, or retain third-
9 party providers as the PCO deems reasonable and appropriate to assist with the PCO’s
10 responsibilities. The PCO shall be the designated corporate contact for inquiries from Weights
11 and Measures Officials regarding TARGET's compliance with the injunctive terms of this
12 Judgment.

13 D. **PRICE ACCURACY TEAM LEADER.** Each Target store in California
14 shall designate for each work shift an employee or employees to act as the Pricing Accuracy
15 Team Leader ("PATL"). The Target store's designated Leader on Duty ("LOD") may serve the
16 function of the PATL.

17 (1) **PATL DUTIES.** The duties of the PATL shall be to ensure their
18 respective Target store's compliance with the Policies and Procedures including, but not limited
19 to, investigating and resolving Pricing Discrepancies reported in the Pricing Discrepancy Report,
20 maintaining pricing accuracy, conducting price audits, promptly correcting price and weight
21 errors, promptly communicating pricing and weight errors to appropriate management personnel,
22 recording the results of price audits, and maintaining the Store PCB.

23
24 (2) **PRICE AUDITS.** Each PATL shall conduct a minimum of two
25 Price Audits per month of at least one hundred items offered for sale in their store. The Price
26 Audits shall determine whether any Pricing Discrepancies exist with the selected products. The
27 items for the Price Audit shall be selected by the PATL and must include at least fifty items
28 selected by randomized process, taking into consideration the methods set forth in the most

1 current edition of the National Institute of Standards and Technology Handbook 130—
2 Examination Procedure for Price Verifications. Audits shall be no less than ten days apart. Each
3 store shall develop its list of products to audit independent of each other. Pricing Discrepancies
4 discovered during such audits shall be immediately corrected in the store. If the PATL discovers
5 two or more Pricing Discrepancies during an audit or the PATL knows or has a reason to believe
6 that an individual Pricing Discrepancy extends beyond a single store, the PATL shall immediately
7 report it to the PCO who, at least in the latter instance, shall take appropriate action statewide.
8

9 (3) **WEIGHT AUDITS.** A qualified third party auditor shall conduct a
10 minimum of one Weight Audit per month of at least twenty different items packaged by
11 TARGET or packaged by a third party acting on TARGET's behalf and offered for sale in-store.
12 The purpose of the Weight Audit shall be to ensure that proper tare weight deductions have been
13 taken, and/or that the labeled weight of items is accurate. Weight inaccuracies or errors
14 discovered during such audits shall be immediately corrected in the store or at the packaging site,
15 whichever is applicable. If the qualified third party auditor knows or should know that the weight
16 inaccuracy or error extends beyond a single store, the qualified third party auditor shall report it to
17 the PCO to take appropriate action statewide. Target shall maintain Weight Audit records for one
18 year.

19 (4) **END CAP AUDITS.** The PATL shall conduct once a week an
20 End Cap Audit to determine whether any Pricing Discrepancy exists as to products offered for
21 sale on end caps. This End Cap Audit shall be in addition to the audits set forth in subparagraph
22 (2) above. Pricing Discrepancies discovered during End Cap Audits shall be immediately
23 corrected in-store. If the PATL discovers two or more pricing errors during the End Cap Audit or
24 the PATL knows or should know that an individual Pricing Discrepancy may extend beyond a
25 single store, the PATL shall immediately report it to the PCO to take appropriate action statewide.
26

27 (5) **NOTICE OF WEIGHTS AND MEASURES INSPECTIONS.**
28 The PATL shall forward all reports and notices of inspections conducted by the state or local

1 department of Weights and Measures to the PCO and shall maintain a copy of each in the Store
2 PCB.

3 (6) **EXPIRED PRICE AUDIT.** The PATL in each TARGET store
4 shall designate TARGET personnel to conduct an Expired Price Audit. The Expired Price Audit
5 shall consist of the designated TARGET personnel walking the entire store, searching for and
6 removing all expired price displays (e.g. shelf tags and signs) in every in-store location where
7 TARGET displays or posts a sale price including, but not limited to, all store aisles, end caps,
8 rounders, and self-standing displays. The Expired Price Audit shall occur every week during the
9 period between close of business on Saturday and start of business on Sunday. The personnel
10 designated to perform the Expired Price Audit shall be different then the personnel who, within
11 the normal course of business, change sales prices in-store and the Expired Price Audits shall
12 occur after the normal sales price changes are made during the same period. The Expired Price
13 Audit personnel shall have no other duties while they are performing the expired price audits.

14 E. **MAINTAINING AUDIT RECORDS IN PCB.** By the end of the
15 business day in which any audit required by this Judgment is conducted, the PATL shall record
16 the results of the audit(s) in the Store PCB, and shall forward the audit record(s) to the PCO for
17 inclusion in the Corporate PCB within thirty days of the audit. The recorded results of each audit
18 shall include the following, if applicable: (1) the date of the audit; (2) the name and title of the
19 PATL conducting the audit; (3) the number of items audited; (4) a list of any Pricing
20 Discrepancies discovered during that audit including the item's SKU number, description, POS
21 Price, lowest advertised and/or shelf price, and date of shelf tag price expiration, if applicable;
22 and (5) a certification that any Pricing Discrepancies were corrected, along with the date and time
23 of the correction.

24 F. The audit records shall be maintained in the Store PCB for a period of at
25 least one year from the date of each audit and shall be maintained in either hard copy or electronic
26 format for five years from the date of each audit in the Corporate PCB. The Store PCB and all
27 records required to be maintained therein shall be made immediately available for review and
28 copying upon request to the PATL or store LOD by any Weights and Measure Official.

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

4 **H. PRICE CHANGE IMPLEMENTATION AND VERIFICATION.**

5 Upon the occurrence of any regular, sale or promotional price change covering one or more
6 products in any Target store in California, the PATL or their qualified designee shall immediately
7 effectuate the price change(s) in-store and as part of that process shall verify that all affected shelf
8 prices and in-store signs are the same as the POS Price. The PATL or his or her qualified
9 designee shall assure that any Pricing Discrepancies are immediately corrected.

10 **I. POS PRICING DISCREPANCY CODE.** TARGET shall maintain a

11 POS Pricing Discrepancy Code at or on all check-out stand POS which records and reports all
12 Pricing Discrepancies including, but not limited to, price overrides. Each store shall maintain a
13 daily Pricing Discrepancy Report reflecting all Pricing Discrepancies, if any, recorded and
14 reported by the POS Pricing Discrepancy Code. These Pricing Discrepancies shall be
15 immediately reported to the PATL or their qualified designee. The PATL or their qualified
16 designee shall investigate and resolve the reported Pricing Discrepancy as soon as reasonably
17 practicable and in no event longer than two hours after the report. If the reported Pricing
18 Discrepancy is verified by the PATL, the PATL or their qualified designee shall correct it without
19 delay including, but not limited to, removing and correcting the displayed Advertised Price. If
20 the Pricing Discrepancy is an issue with the POS, the PATL shall immediately contact the PCO
21 who shall take immediate measures to correct the price in the POS. If the PCO cannot
22 immediately correct the price in the POS, the PCO shall order the affected product to be
23 immediately removed from sale until the price can be corrected in the POS. Any corrective
24 action taken in conjunction with the requirements of this provision shall be made part of the daily
25 Pricing Discrepancy Report. If no corrective action is warranted, the PATL or their qualified
26 designee shall indicate with as much specificity as possible in the Pricing Discrepancy Report
27 entry for that reported Pricing Discrepancy, the reason(s) no corrective action was taken. All
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1 Pricing Discrepancy Reports shall be maintained in the Store PCB for a period of at least one year
2 from the date of each Report. All Pricing Discrepancy Reports shall be maintained in either hard
3 copy or electronic format for five years from the date of each audit in the Corporate PCB.

4 **J. DUTY TO REPORT PRICING DISCREPANCY.** Any person
5 employed by TARGET who becomes aware of any Target store Pricing Discrepancy or receives a
6 Report of Pricing Discrepancy that is not otherwise recorded and reported by the POS Pricing
7 Discrepancy Code shall immediately notify the PATL of the Target store where the Pricing
8 Discrepancy is discovered. The Pricing Discrepancy shall be made part of the daily Pricing
9 Discrepancy Report including any action taken by the PATL in response as set forth above. If the
10 person has reason to believe the Pricing Discrepancy may extend beyond a single store, the
11 person shall without delay also send a system notification to inform the PCO of the Pricing
12 Discrepancy.

13 **K.** The records of the Compliance Program required by or maintained
14 pursuant to this Judgment shall not be admissible as proof of new violations in any subsequent
15 actions or proceedings against or relating to TARGET by the People; except that such records
16 shall be admissible in subsequent actions or proceedings to establish compliance or non-
17 compliance with the provisions of this Judgment; i.e. injunction violations.

18 **L. PRICE ACCURACY PROGRAM.** Whenever an item offered for sale
19 has scanned at the POS at a price that is higher than the lowest of either (a) any valid advertised
20 price; or (b) any price posted on the item itself or on a shelf tag that corresponds to that item
21 notwithstanding any limitation of the time period for which the posted price is in effect, the
22 involved customer shall receive the item(s) at the price the customer believes is the lowest
23 advertised or posted price. If the Target employee handling the transaction does not believe the
24 stated price is accurate or the customer does not recall the exact lowest advertised price, the
25 Target employee or the PATL shall take immediate measures to verify the lowest advertised price
26 and charge the customer that price. This program shall be referred to as the "Pricing Accuracy
27 Program."
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1 (1) TARGET shall inform customers of the Pricing Accuracy Program
2 by posting a sign in a clear, conspicuous and unobstructed location at every POS location in every
3 Target store in California. In no event shall the signs be placed lower than forty-eight inches
4 (48") above the floor. The signs shall be placed on a vertical surface that is a different color than
5 the sign background (e.g. sign with a white background on a red vertical surface).

6
7 (2) The signs shall be no smaller than five inches by eight inches (5" x
8 8") in size; words shall be in a font size no less than 24-point and against a contrasting
9 background (e.g. black letters on a white background); and shall state:

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

14 (3) In addition to the signs located at the POS locations, TARGET shall
15 place a sign with the PRICE ACCURACY PROGRAM NOTICE in the entrance area of each
16 California TARGET store. The sign will be at least two feet by three feet (2' x 3') in size, in a
17 font size no less than 48-point against a contrasting background. The bottom of the sign should
18 be no lower than thirty-six inches above the floor. The parties agree that placing this PRICE
19 ACCURACY PROGRAM NOTICE in or adjacent to the "ad board" or equivalent area, in stores
20 without an "ad board," located in the entrance area of a store, meets the requirements of this sign
21 provision.

22
23 (4) TARGET shall not make any statements or take any actions which
24 would directly or indirectly prevent or discourage TARGET's Pricing Accuracy Program from
25 being followed, complied with, enforced by or adhered to by TARGET employees, nor shall
26 TARGET or TARGET employees make any statements or take any actions that would discourage
27 customers from utilizing this program.

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1 7. Neither this Injunction, nor any provision hereof, shall be a defense, or be
2 admissible in support of a defense, to an action by the People for any future violation(s)
3 of any consumer protection law including, but not limited to, violations of the Business and
4 Professions Code.

5 8. **EMPLOYEE TRAINING**

6 A. **Policies and Procedures.** Upon entry of Final Judgment and in
7 connection with the training set forth below, the PCO shall ensure that all California Target store
8 Managers, PATLs and Cashiers receive, read and understand the Final Judgment or a
9 comprehensive summary which, along with all associated procedures, shall be reasonably
10 accessible to all California TARGET personnel via an online or hard copy format.

11 B. **Service of Papers, Distribution and Acknowledgment.** Within thirty
12 (30) days of the entry of this Final Judgment, TARGET shall provide a copy of this Final
13 Judgment to individuals responsible for the implementation and supervision of pricing policies in
14 California Target Stores.

15 (1) TARGET shall require all California Target store Managers,
16 PATLs and Cashiers to read the Final Judgment or a comprehensive summary and acknowledge
17 that they have read and understand it. Such acknowledgment may be provided in any written
18 form and Target shall keep in both the Store PCB and Corporate PCB records of said
19 acknowledgments for two (2) years from the date of their creation.

20 C. **California Target Store General Manager and PATL Training.** Within
21 sixty (60) days after entry of this Judgment, TARGET shall ensure that all current California
22 Target store Managers and PATLs undergo comprehensive pricing accuracy training. Similarly,
23 TARGET shall ensure that all future California Target store General Managers and PATLs
24 undergo comprehensive pricing accuracy training before assuming their regular duties. TARGET
25 shall keep in both the Store PCB and Corporate PCB legible written or electronic records of such
26 training provided, including attendance records and acknowledgments that each person received
27 such training, for two (2) years from the date of their creation. The training shall be updated
28 periodically as needed and shall include at least the following topics to improve pricing accuracy:

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(1) Pricing accuracy awareness and duties under the Judgment;

(2) How to ensure correct prices are consistently displayed and charged; and

(3) How to respond to Pricing Discrepancy issues raised by customers.

TARGET shall conduct annual refresher training of no less than two (2) hours regarding the requirements of this Judgment for California Target store Managers and PATLs.

D. Store Cashier Training. Within one hundred and eighty (180) days after

entry of this Final Judgment, TARGET shall ensure that all current California Target store cashiers undergo comprehensive pricing accuracy training. Similarly, TARGET shall ensure that all California Target store Cashiers hired after the entry of this Judgment undergo pricing accuracy training before assuming their regular duties. TARGET shall keep in both the Store PCB and Corporate PCB legible written or electronic records of such training provided, including attendance records and acknowledgments that each person received such training, for two (2) years from the date of their creation. The training shall be updated periodically as needed and shall include at least the following topics to improve pricing accuracy:

(1) Pricing accuracy awareness and duties under the Final Judgment;

(2) Proper implementation of the Price Accuracy Program (as set forth in paragraph 6(L), above), price overrides (as set forth in paragraph 6(I) above), and related POS operations; and

(3) How to respond to pricing accuracy issues raised by customers.

TARGET shall conduct at least thirty (30) minutes of annual refresher training regarding the relevant provisions of this Final Judgment for California Target store Cashiers.

MONETARY RELIEF

9. Pursuant to Business and Professions Code sections 17206 and 17536, Defendant shall, on the date of the filing of this Judgment, pay to the People civil penalties in the amount of

1 three million three hundred fifty-two thousand five hundred dollars (\$3,352,500.00) in the form
2 of six certified checks, each in the amount of five hundred fifty-eight thousand, seven hundred
3 fifty dollars (\$558,750.00) payable to the "Contra Costa District Attorney's Office," "Marin
4 District Attorney's Office," "Santa Cruz District Attorney's Office," "Sonoma District Attorney's
5 Office" "Fresno District Attorney's Office" and "San Diego City Treasurer."

6 10. Pursuant to Business and Professions Code sections 17203 and 17535, Defendant
7 shall, on the date of the filing of this Judgment, pay investigative costs in the amount of three
8 hundred eighty eight thousand, six hundred eighteen dollars (\$388,618) in the form of twenty-
9 eight (28) separate certified checks payable as follows:

10	Contra Costa County District Attorney's Office	\$ 25,000.00
11	Marin County District Attorney's Office	\$ 25,000.00
12	Santa Cruz County District Attorney's Office	\$ 25,000.00
13	Sonoma County District Attorney's Office	\$ 25,000.00
14	Fresno County District Attorney's Office	\$ 25,000.00
15	San Diego City Attorney's Office	\$ 25,000.00
16	California Dept. of Measurement Standards	\$ 18,753.00
17	Alameda County Weights and Measures	\$ 270.00
18	Contra Costa County Weights and Measures	\$ 3,022.00
19	El Dorado County Dept. of Agriculture	\$ 313.00
20	Fresno County Dept. of Agriculture	\$ 7,950.00
21	Humboldt County Dept. of Agriculture	\$ 588.00
22	Imperial County Agricultural Commissioner	\$ 1,915.00
23	Los Angeles County Agricultural Commissioner	\$ 62,249.00
24	Marin County Dept. of Weights and Measures	\$ 3,344.00
25	Napa County Weights and Measures	\$ 2,066.00
26	Orange County Agricultural Commissioner	\$ 4,032.00
27	Riverside County Weights and Measures	\$ 7,314.00
28	San Benito County Weights and Measures	\$ 1,838.00

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San Bernardino County Agriculture/Weights & Measures	\$ 14,283.00
San Diego County Agriculture, Weights and Measures	\$ 6,666.00
San Joaquin County Weights and Measures	\$ 4,609.00
Santa Clara County Weights and Measures Division	\$ 77,461.00
Santa Cruz County Agricultural Commissioner	\$ 590.00
Shasta County Weights and Measures	\$ 938.00
Sonoma County Sealer of Weights and Measures	\$ 10,276.00
Stanislaus County Weights and Measures	\$ 679.00
Ventura County Weights and Measures	\$ 9,462.00

11. The parties having stipulated, and the Court hereby finds, that it is impractical and impossible to identify or to provide direct restitution to consumers who may have unknowingly been overcharged by Defendant or misled by Defendant's advertising such that other forms of direct restitution are too impractical, costly, and would far exceed any benefit to individual consumers. Thus Defendant shall pay, on the date of filing of this Judgment, restitution under the doctrine of *cy pres* pursuant to Business and Professions Code sections 17203 and 17535 by certified check made payable to the Consumer Protection Prosecution Trust Fund established in the case of *People v. ITT Consumer Financial Corporation, et al.* (Alameda County Superior Court Case No. 656038-0, filed on September 21, 1989) in the amount of Two Hundred Thousand Dollars (\$200,000).

12. All checks shall be delivered to Deputy District Attorney Andres H. Perez at the Office of the Marin County District Attorney, Consumer and Environmental Protection Division, 3501 Civic Center Dr., Room 130, San Rafael, California, 94903.

RETENTION OF JURISDICTION

13. Jurisdiction is retained for the purpose of enabling any party to this Judgment to apply to the Court at any time for such further orders and directions as may be necessary and appropriate for the construction or carrying out of this Judgment, for the modification of any of its injunctive provisions, and for the enforcement of, compliance with, and for the punishment of violations of the Judgment.

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14. The clerk is directed to immediately enter this Judgment.

Dated: FEB - 9 2015

PAUL M. HAAKENSON
Judge of the Superior Court