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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

FEDERAL TRADE COMMISSION; STATE OF ARIZONA; THE PEOPLE OF THE STATE OF CALIFORNIA; ATTORNEY GENERAL OF COLORADO; THE PEOPLE OF THE STATE OF ILLINOIS; THE PEOPLE OF THE STATE OF MICHIGAN; STATE OF NORTH CAROLINA; STATE OF OKLAHOMA; COMMONWEALTH OF PENNSYLVANIA; STATE OF SOUTH CAROLINA; UTAH DIVISION OF CONSUMER PROTECTION; STATE OF WISCONSIN,

Plaintiffs,

v.

WALMART INC., a corporation;

Defendant.

Case No. 3:26-cv-1655

**[PROPOSED] STIPULATED ORDER
FOR PERMANENT INJUNCTION,
MONETARY JUDGMENT, AND
OTHER RELIEF**

1 Plaintiffs, the Federal Trade Commission (the “Commission” or “FTC”); the Attorney
2 General of the State of Arizona; the People of the State of California, by and through the District
3 Attorney of Alameda County; Philip J. Weiser, Attorney General of Colorado; the People of the
4 State of Illinois, by Kwame Raoul, Illinois Attorney General; the People of the State of
5 Michigan; the Attorney General of the State of North Carolina; the Attorney General of the State
6 of Oklahoma; the Commonwealth of Pennsylvania, by and through its Attorney General David
7 W. Sunday, Jr.; the State of South Carolina; the Utah Division of Consumer Protection; and the
8 State of Wisconsin filed their Complaint for Permanent Injunction, Monetary Judgment, and
9 Other Relief (the “Complaint”) for a permanent injunction, monetary relief, civil penalties, and
10 other relief in this matter pursuant to Sections 13(b) and 19 of the Federal Trade Commission
11 Act (“FTC Act”), 15 U.S.C. §§ 53(b) & 57b, Section 521 of the Gramm-Leach-Bliley Act
12 (“GLBA”), 15 U.S.C. § 6821, the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521-1534, the
13 California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, the California False
14 Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.*, the Colorado Consumer Protection
15 Act, Colo. Rev. Stat. §§ 6-101 *et seq.*, the Illinois Consumer Fraud Act, 815 ILCS 505, the
16 Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510, the Michigan Consumer
17 Protection Act, Mich. Comp. Laws § 445.901 *et seq.*, the North Carolina Unfair or Deceptive
18 Trade Practices Act, N.C.G.S. §§ 75-1.1, *et seq.*, the Oklahoma Consumer Protection Act, 15
19 O.S. §§ 751-763, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73
20 P.S. § 201-1 *et seq.*, the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-20,
21 50, and 110, the Utah Consumer Sales Practices Act, Utah Code § 13-11-1 *et seq.*, and the
22 Wisconsin Deceptive Trade Practices Act, Wis. Stats. §§ 100.18 *et seq.* Plaintiffs and Defendant
23 stipulate to entry of this [Proposed] Stipulated Order for Permanent Injunction, Monetary
24 Judgment, and Other Relief (“Order”) to resolve all matters in dispute between them.

25 THEREFORE, IT IS ORDERED as follows:

- 26 1. The Court has jurisdiction over this matter.
- 27 2. The Complaint charges that Defendant participated in deceptive and unfair acts or
28 practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, the GLBA, 15 U.S.C. §§

1 6801-6809, 6821-6827, the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521-1534, the
2 California Unfair Competition Law (“UCL”) (California Business & Professions Code § 17200
3 *et seq.*) and the California False Advertising Law (“FAL”) (California Business & Professions
4 Code § 17500 *et seq.*), the Colorado Consumer Protection Act, Colo. Rev. Stat. §§ 6-101 *et seq.*,
5 the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505, the Illinois
6 Uniform Deceptive Trade Practices Act, 815 ILCS 510, the Michigan Consumer Protection Act,
7 Mich. Comp. Laws § 445.901 *et seq.*, the North Carolina Unfair or Deceptive Trade Practices
8 Act, N.C.G.S. §§ 75-1.1, *et seq.*, the Oklahoma Consumer Protection Act, 15 O.S. §§ 751-763,
9 the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 *et seq.*,
10 the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-20, 50, and 110, the
11 Utah Consumer Sales Practices Act, Utah Code § 13-11-1 *et seq.*, and the Wisconsin Deceptive
12 Trade Practices Act, Wis. Stats. §§ 100.18 *et seq.*, in the operation of Walmart Spark Driver.

13 3. Defendant neither admits nor denies any of the allegations in the Complaint,
14 except as specifically stated in this Order. Only for purposes of this action, Defendant admits the
15 facts necessary to establish jurisdiction.

16 4. Defendant waives any claim that it may have under the Equal Access to Justice
17 Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order,
18 and agrees to bear its own costs and attorney fees.

19 5. Unless stated otherwise, all obligations contained herein shall extend for a period
20 of ten (10) years.

21 6. Defendant waives all rights to appeal or otherwise challenge or contest the
22 validity of this Order.

23 DEFINITIONS

24 For the purposes of this Order, the following definitions apply:

25 A. **“Clear(ly) and conspicuous(ly)”** means that a required disclosure is easily
26 noticeable (i.e., difficult to miss) and easily understandable by ordinary consumers, including in
27 all of the following ways:

28 1. In any communication that is solely visual or solely audible, the disclosure

1 must be made through the same means through which the communication
2 is presented. In any communication made through both visual and audible
3 means, such as a television advertisement, the disclosure must be
4 presented simultaneously in both the visual and audible portions of the
5 communication even if the representation requiring the disclosure is made
6 in only one means.

7 2. A visual disclosure, by its size, contrast, location, the length of time it
8 appears, and other characteristics, must stand out from any accompanying
9 text or other visual elements so that it is easily noticed, read, and
10 understood.

11 3. An audible disclosure, including by telephone or streaming video, must be
12 delivered in a volume, speed, and cadence sufficient for reasonable
13 consumers to easily hear and understand it.

14 4. In any communication using an interactive electronic medium, such as the
15 Internet or software, the disclosure must be unavoidable.

16 5. The disclosure must use diction and syntax understandable to reasonable
17 consumers and must appear in each language in which the representation
18 that requires the disclosure appears.

19 6. The disclosure must comply with these requirements in each medium
20 through which it is received, including all electronic devices and face-to-
21 face communications.

22 7. The disclosure must not be contradicted or mitigated by, or inconsistent
23 with, anything else in the communication.

24 8. When the representation or sales practice targets a specific audience, such
25 as children, older adults or the terminally ill, “reasonable consumers”
26 includes members of that group.

27 B. “**Customer**” means a person that places an order for goods to be subsequently
28 delivered via the Spark Driver Program.

1 C. **“Defendant”** means Walmart Inc. and its successors and assigns.

2 D. **“Driver”** means an individual located anywhere in the United States, the District
3 of Columbia and all United States territories who accepts an offer to shop for and/or deliver
4 goods in connection with the Spark Driver Program.

5 E. **“Driver Fund”** means the account established to provide restitution and redress
6 to drivers described in Section V.

7 F. **“Earnings”** means any money paid by the Defendant or its agents as
8 compensation in connection with the Spark Driver Program.

9 G. **“Effective Date”** means the date on which this Order is entered.

10 H. **“Eligible Offset Payment(s)”** means (1) any money that was (a) paid by
11 Defendant, (b) to a Driver, and (c) that was paid to redress (i) the difference between any
12 Earnings and/or Tip that was shown in an Initial Offer Card between January 1, 2021 and the
13 Effective Date and the amount of Earnings and/or Tip that was actually paid to the Driver in
14 connection with the same Offer, or (ii) any Incentive payment that was owed to a Driver for
15 completing the applicable trip requirements but was not paid, or (2) amounts identified in the
16 Commission’s calculation of equitable monetary relief that Defendant has demonstrated are not
17 owed, in whole or in part, with respect to Drivers. “Eligible Offset Payments” do not include
18 any interest on any money paid as redress.

19 I. **“Incentive”** means any opportunity for a Driver to receive money by referring
20 new Drivers or completing certain trip requirements that are not dependent on a specific Offer.

21 J. **“Initial Offer Card”** means the first Offer Card shown to a Driver. Initial Offer
22 Card does not include any subsequent disclosures related to the Offer.

23 K. **“Offer”** means any opportunity for a Driver to perform a specific task or tasks in
24 exchange for money in connection with the Spark Driver Program.

25 L. **“Offer Card”** means any information presented to a Driver related to a specific
26 Offer, including through the Initial Offer Card and any subsequent disclosures prior to the
27 Driver’s acceptance of the Offer.

28

1 M. **“Plaintiffs”** means the Federal Trade Commission and the State Plaintiffs,
2 collectively.

3 N. **“Spark Driver Program”** means a platform operated by Defendant, Defendant’s
4 officers, agents, employees, or Defendant’s successors or assigns, to contract with individuals to
5 shop for and/or deliver goods on a per-delivery basis in the United States.

6 O. **“State Plaintiffs”** means the State of Arizona, the People of the State of
7 California, by and through the District Attorney for Alameda County, the Attorney General of
8 Colorado, the People of the State of Illinois, the People of the State of Michigan, the State of
9 North Carolina, the State of Oklahoma, the Commonwealth of Pennsylvania, the State of South
10 Carolina, the Utah Division of Consumer Protection, and the State of Wisconsin.

11 P. **“Tip”** means any money paid by an individual, other than Defendant or its agents,
12 to one or more Drivers in connection with an Offer.

13 **ORDER**

14 **I. MANDATED EARNINGS VERIFICATION PROGRAM**

15 IT IS ORDERED that Defendant, in connection with the operation of the Spark Driver
16 Program must, within nine (9) months of the Effective Date, operate an earnings verification
17 program (“Earnings Verification Program”) designed to ensure that Drivers are paid the amount
18 of money shown in the Initial Offer Card (aside from the changes described in Section II) upon
19 completion of the Offer and are paid for any Incentives that they have completed. To satisfy this
20 requirement, Defendant must, at a minimum, for a period of ten (10) years:

21 A. Document in writing the requirements of the Earnings Verification Program;

22 B. Designate a qualified employee to coordinate and be responsible for the Earnings
23 Verification Program;

24 C. Assess and document, in a centralized location and at least annually, all of the
25 instances in which a Driver was not paid the amount of money shown in the Initial Offer Card
26 despite completion of that Offer;

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1 D. Assess and document, in a centralized location and at least annually, all of the
2 instances in which a Driver was not paid for completing an Incentive despite satisfying the
3 express requirements of the Incentive;

4 E. Assess and document, at least every twelve (12) months, the effectiveness of the
5 Earnings Verification Program;

6 F. Adopt procedures requiring Defendant to make all reasonable efforts to remediate
7 any instances in which a Driver was not paid the amount of money shown in the Initial Offer
8 Card (aside from the changes described in Section II);

9 G. Retain all documents and evidence underlying the assessments for at least five (5)
10 years following the assessments, which may be provided to the Commission upon request; and

11 H. Provide a report, at least once every twelve (12) months, to the Commission
12 summarizing the assessments and including information sufficient to show the effectiveness of
13 the Earnings Verification Program and Walmart's efforts to remediate instances in which a
14 Driver was not paid the amount of money shown in the Initial Offer Card that do not fall within
15 the circumstances described in Section II.A-II.F. The initial report must cover the first 365 days
16 after establishment of the Earnings Verification Program, and reports must be provided within 90
17 days of the end of the reporting period.

18 **II. PROHIBITION AGAINST MODIFYING OFFERS POST-ACCEPTANCE**

19 IT IS FURTHER ORDERED that Defendant, Defendant's officers, agents, employees,
20 and attorneys, and all other persons in active concert or participation with any of them, who
21 receive actual notice of this Order, whether acting directly or indirectly, in connection with the
22 operation of the Spark Driver Program are prohibited from modifying an Offer, including
23 reducing the Earnings and/or Tip stated in an Offer, after a Driver has accepted the Offer, unless
24 one of the following exceptions applies, provided, however, that Defendant can increase Tips or
25 Earnings at its discretion:

26 A. The change is attributable to a Driver requesting that the Offer be modified,
27 dropped or canceled;

28

1 B. The change is attributable to a Driver missing a reasonable delivery window or
2 violating the Service Level Standards in the Terms of Use;

3 C. The change is attributable to a Customer, including a Customer canceling or
4 rescheduling their order, converting the order to a pickup order, canceling or modifying items in
5 the order, or modifying their Tip;

6 D. The change is attributable to an unmet compliance-related requirement, such as
7 cold chain compliance or similar regulatory rule, and the failure to comply with that requirement
8 is attributable to the Driver;

9 E. The Driver is presented with the option to cancel the changed trip without penalty
10 and receive a Clearly and Conspicuously disclosed flat fee, provided, however, that the method
11 Defendant uses to determine the flat fee has been Clearly and Conspicuously disclosed to the
12 Driver before the Driver receives the Offer; or

13 F. The change is attributable to a force majeure event or a third party that is not an
14 affiliate, agent, or entity subject to Defendant's direction or control, is not within Defendant's
15 control and not caused by Defendant's acts or omissions, and the Driver is paid a Clearly and
16 Conspicuously disclosed flat fee, provided, however, that the method Defendant uses to
17 determine the flat fee has been Clearly and Conspicuously disclosed to the Driver before the
18 Driver receives the Offer.

19 **III. PROHIBITION AGAINST MISREPRESENTATIONS**

20 IT IS FURTHER ORDERED that:

21 A. Defendant, Defendant's officers, agents, employees, and attorneys, and all other
22 persons in active concert or participation with any of them, who receive actual notice of this
23 Order, whether acting directly or indirectly, in connection with promoting or offering for sale
24 any good or service are permanently restrained and enjoined from misrepresenting or assisting
25 others in misrepresenting, expressly or by implication:

- 26 1. The estimated amount of money that a Driver will receive if they complete
27 an Offer;
- 28 2. The approximate distance that a Driver will need to travel in order to

- 1 complete an Offer;
- 2 3. The estimated amount of time that an Offer will take to complete;
- 3 4. The approximate time by which a Driver must arrive at the store;
- 4 5. The number of stops the Driver will need to make to complete an Offer;
- 5 6. The terms of any Incentive including, but not limited to, the location
- 6 where the Incentive is active, the time period during which the Incentive is
- 7 active, the number of Offers that must be completed, and/or the type of
- 8 Offers that are eligible;
- 9 7. That a customer's Tip will be paid to a Driver;
- 10 8. Any factors that are used to calculate a Driver's Earnings; and
- 11 9. Any material facts regarding an Offer including, but not limited to, the
- 12 items that the Driver will need to shop for or deliver, the number of items,
- 13 the weight of the items, or the size of the items.

14 B. Defendant shall not be deemed to have violated this Section if the alleged
15 misrepresentation is based on information provided to Defendant by a reliable third-party data
16 source, such as mapping software (e.g., Google Maps). Furthermore, nothing in this Section
17 shall obligate Defendant to make any disclosure not otherwise required by law.

18 **IV. INJUNCTION RELATING TO OBTAINING CUSTOMER FINANCIAL**
19 **INFORMATION**

20 IT IS FURTHER ORDERED that Defendant and Defendant's officers, agents,
21 employees, and attorneys, and all other persons in active concert or participation with any of
22 them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby
23 permanently restrained and enjoined from:

24 A. Obtaining or attempting to obtain customer information of a financial institution
25 (including bank account routing number, account number, log-in credentials, private keys, or
26 cryptocurrency wallet information) from a consumer by making false, fictitious, or fraudulent
27 representations to any consumer or financial institution; or

28

1 B. Violating the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809, 6821-6827, a
2 copy of which is attached.

3 **V. MONETARY JUDGMENTS**

4 IT IS FURTHER ORDERED that Defendant is subject to \$100,000,000 in judgments as
5 follows:

6 A. Judgment in the amount of \$89,000,000 is entered in favor of the Commission
7 against Defendant as nationwide monetary relief (the “Monetary Relief Judgment”).

8 B. Defendant is ordered to pay to the Commission \$10,000,000, which, as Defendant
9 stipulates, their undersigned counsel holds in escrow for no purpose other than payment to the
10 Commission. Such payment must be made within 7 days of the Effective Date by electronic
11 fund transfer in accordance with instructions provided by a representative of the Commission.
12 Upon such payment, the remainder of the Monetary Relief Judgment is suspended, subject to the
13 subsections below.

14 C. Subject to the conditions set forth in this Order, payment of \$62,824,698 of the
15 judgment is suspended. The Commission’s agreement to the suspension of part of the Monetary
16 Relief Judgment is expressly premised upon the truthfulness, accuracy and completeness of
17 Defendant’s document and data productions to the Commission on September 30, 2025,
18 December 13, 2025, December 14, 2025, December 21, 2025, January 9, 2026, January 12,
19 2026, and January 14, 2026, and Defendant’s representations to the Commission regarding
20 incentive payments on January 14, 2026, to validate the Eligible Offset Payments.

21 D. Defendant shall satisfy the remainder of the judgment by establishing and funding
22 the Driver Fund with \$16,175,302, and making payments from the Driver Fund to redress the
23 difference between (i) any Earnings and/or Tip that was shown in an Initial Offer Card between
24 January 1, 2021 and the Effective Date and the amount of Earnings and/or Tip that was actually
25 paid to the Driver in connection with the same Offer, or (ii) any Incentive payment that was
26 owed to a Driver for completing the applicable trip requirements but was not paid, subject to the
27 following provisions:

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1 B. The facts alleged in the Complaint will be taken as true, without further proof, in
2 any subsequent civil litigation by or on behalf of the Commission or the State Plaintiffs in a
3 proceeding to enforce any rights to any payment or monetary judgment pursuant to this Order,
4 such as a non-dischargeability complaint in any bankruptcy case.

5 C. The facts alleged in the Complaint establish all elements necessary to sustain an
6 action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. §
7 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.

8 D. Defendant acknowledges that Defendant's Employer Identification Number or
9 other Taxpayer Identification Number ("TIN"), including all TINs that Defendant previously
10 provided, may be used by the Commission and the State Plaintiffs for reporting and other lawful
11 purposes, including collecting on any delinquent amount arising out of this Order in accordance
12 with 31 U.S.C. § 7701.

13 E. All money received by the Commission pursuant to the Monetary Judgment in
14 this Order may be deposited into a fund administered by the Commission or its designee to be
15 used for additional consumer relief, such as redress and any attendant expenses for the
16 administration of any redress fund, and shall fully satisfy Defendant's obligation to provide
17 monetary relief arising from the conduct alleged in the Complaint. If a representative of the
18 Commission decides that additional redress to consumers is wholly or partially impracticable or
19 money remains after such additional redress is completed, the Commission may apply any
20 remaining money for such related relief (including consumer information remedies) as it
21 determines to be reasonably related to Defendant's practices alleged in the Complaint. Any
22 money not used for relief is to be deposited to the U.S. Treasury. Defendant has no right to
23 challenge any actions the Commission or its representatives may take pursuant to this
24 Subsection.

25 VII. CUSTOMER INFORMATION

26 IT IS FURTHER ORDERED that Defendant, Defendant's officers, agents, employees,
27 and attorneys, and all other persons in active concert or participation with any of them, who
28 receive actual notice of this Order, whether acting directly or indirectly, in connection with

1 promoting or offering for sale any good or service are permanently restrained and enjoined from
2 directly or indirectly failing to provide sufficient customer information to enable the Commission
3 to efficiently administer consumer redress. If a representative of the Commission requests in
4 writing any information related to redress, Defendant must provide it, in the form prescribed by
5 the Commission, within 14 days.

6 **VIII. ORDER ACKNOWLEDGMENTS**

7 IT IS FURTHER ORDERED that Defendant obtain acknowledgments of receipt of this
8 Order:

9 A. Defendant, within 7 days of entry of this Order, must submit to the Commission
10 an acknowledgment of receipt of this Order sworn under penalty of perjury.

11 B. For 10 years after entry of this Order, Defendant must deliver a copy of this Order
12 to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees
13 having managerial responsibility for the Spark Driver Program or any similar program; and (3)
14 any business entity resulting from any change in structure as set forth in the Section titled
15 Compliance Reporting. Delivery must occur within 8 days of entry of this Order for current
16 personnel. For all others, delivery must occur before they assume their responsibilities.

17 C. From each individual or entity to which a Defendant delivered a copy of this
18 Order, that Defendant must obtain, within 30 days, a signed and dated acknowledgment of
19 receipt of this Order.

20 **IX. COMPLIANCE REPORTING**

21 IT IS FURTHER ORDERED that:

22 A. Within one (1) year of the Effective Date, Defendant must submit a compliance
23 report, sworn under penalty of perjury. In this compliance report, Defendant must (a) identify
24 the primary physical, postal, and email address and telephone number, as designated points of
25 contact, which representatives of the Commission and State Plaintiffs may use to communicate
26 with Defendant; (b) identify all of Defendant's businesses that utilize Earnings, Tips, or
27 Incentives by all of their names, telephone numbers, and physical, postal, email, and Internet
28 addresses; (c) describe the activities of each such business, including the goods and services

1 offered, the means of advertising, marketing, and sales; (d) describe in detail whether and how
2 Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order
3 Acknowledgment obtained pursuant to this Order, unless previously submitted to the
4 Commission.

5 B. For 10 years after entry of this Order, Defendant must submit a compliance
6 notice, sworn under penalty of perjury, within 14 days of any change in the following: (a) any
7 designated point of contact; or (b) the structure of any entity that Defendant has any ownership
8 interest in or controls directly or indirectly that may affect compliance obligations arising under
9 this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent,
10 or affiliate that engages in any acts or practices subject to this Order.

11 C. Defendant must submit to the Commission notice of the filing of any bankruptcy
12 petition, insolvency proceeding, or similar proceeding by or against Defendant within 14 days of
13 its filing.

14 D. Any submission to the Commission required by this Order to be sworn under
15 penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by
16 concluding: “I declare under penalty of perjury under the laws of the United States of America
17 that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s
18 full name, title (if applicable), and signature.

19 E. Unless otherwise directed by a Commission representative in writing, all
20 submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or
21 sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement,
22 Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW,
23 Washington, DC 20580. The subject line must begin: FTC v. Walmart, FTC Matter No.
24 2323055.

25 X. RECORDKEEPING

26 IT IS FURTHER ORDERED that Defendant must create certain records for 10 years
27 after entry of the Order and retain each such record for 5 years. Specifically, Defendant must
28 create and retain the following records:

1 C. The Commission and State Plaintiffs may use all other lawful means, including
2 posing, through its representatives as consumers, suppliers, or other individuals or entities, to
3 Defendant or any individual or entity affiliated with Defendant, without the necessity of
4 identification or prior notice. Nothing in this Order limits the Commission’s lawful use of
5 compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

6 **XII. RETENTION OF JURISDICTION**

7 IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for
8 purposes of construction, modification, and enforcement of this Order.

9
10 **PURSUANT TO STIPULATION, IT IS SO ORDERED this ___ day of _____,**
11 **202__.**

12 UNITED STATES DISTRICT JUDGE

1 **SO STIPULATED AND AGREED:**

2 **FOR PLAINTIFF FEDERAL TRADE**
3 **COMMISSION:**

Dated: February 26, 2026

4 /s/ Aaron M. Schue
5 AARON M. SCHUE, SBN 338760
6 JORDAN X. NAVARRETTE, SBN 306143
7 MILES D. FREEMAN, SBN 299302
8 DAVID L. HANKIN, SBN 319825
9 BARBARA CHUN, SBN 186907
10 Federal Trade Commission
11 10990 Wilshire Boulevard, Suite 400
12 Los Angeles, CA 90024
13 Tel: (310) 824-4300
14 Fax: (310) 824-4380

15 *Attorneys for Plaintiff Federal Trade*
16 *Commission*

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1 **FOR PLAINTIFF THE STATE OF**
2 **ARIZONA:**

Dated: February 26, 2026

3 KRIS MAYES
4 Attorney General of the State of Arizona

5 /s/ Jayme L. Weber

6 JAYME L. WEBER, SBN 330107

7 Office of the Attorney General

8 Civil Litigation Division

9 400 W. Congress St., Ste. S-215

10 Tucson, AZ 85701

11 Tel: (602) 542-5025

12 Fax: (602) 542-4377

13 *Attorney for Plaintiff the State of Arizona*

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1 **FOR PLAINTIFF THE PEOPLE OF THE**
2 **STATE OF CALIFORNIA:**

Dated: February 26, 2026

3 URSULA JONES DICKSON
4 District Attorney

5 /s/Andres H. Perez

6 ANDRES H. PEREZ, SBN 186219
7 Office of the Alameda County District Attorney
8 1225 Fallon Street, Suite 900
9 Oakland, CA 94612
10 Tel: (510) 272-6222
11 Fax: (510) 271-5157

12 *Attorney for Plaintiff the People of the State of*
13 *California*

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1 **FOR PLAINTIFF ATTORNEY GENERAL OF** Dated: February 26, 2026
2 **COLORADO:**

3 PHILIP J. WEISER
4 Colorado Attorney General

5 /s/Julianne B. Cramer
6 JULIANNE B. CRAMER, CA SBN 227771
7 Consumer Protection Section
8 1300 Broadway, 9th Floor
9 Denver, CO 80203
10 Tel: (720) 508-6000
11 Fax: (720) 508-6040

12 *Attorney for Plaintiff Attorney General of*
13 *Colorado*

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1 **FOR PLAINTIFF THE PEOPLE OF THE**
2 **STATE OF ILLINOIS:**

Dated: February 26, 2026

3 KWAME RAOUL
4 Attorney General

5 /s/ William S. Wingo

6 WILLIAM S. WINGO, *pro hac vice forthcoming*
7 *or pending*

8 WILTON A. PERSON *pro hac vice forthcoming*
9 *or pending*

10 Office of the Illinois Attorney General

11 Consumer Fraud Bureau

12 115 S. LaSalle Street, 26th Floor

13 Chicago, Illinois 60603

14 Tel: (312) 814-3000

15 Fax: (312) 814-3806

16 *Attorneys for Plaintiff the People of the State of*
17 *Illinois*

1 **FOR PLAINTIFF THE PEOPLE OF THE**
2 **STATE OF MICHIGAN:**

Dated: February 26, 2026

3 DANA NESSEL
4 Michigan Attorney General

5 */s/ Aaron W. Levin*

6 AARON W. LEVIN, *pro hac vice forthcoming*
7 *or pending*

8 Michigan Department of Attorney General

9 Corporate Oversight Division

10 525 W. Ottawa Street

11 P.O. Box 30736

12 Lansing, MI 48909

13 Tel: (517) 335-7632

14 Fax: (517) 335-6755

15 *Attorney for Plaintiff the People of State*
16 *Michigan*

1 **FOR PLAINTIFF THE STATE OF NORTH** Dated: February 26, 2026
2 **CAROLINA:**

3 JEFF JACKSON
4 North Carolina Attorney General

5 /s/ Jesse Ramos
6 JESSE RAMOS, *pro hac vice forthcoming or*
7 *pending*

8 North Carolina Department Of Justice
9 Post Office Box 629
10 Raleigh, NC 27602
11 Tel: (919) 716-6000
12 Fax: (919) 716-6050

13 *Attorney for Plaintiff the State of North*
14 *Carolina*

1 **FOR PLAINTIFF THE STATE OF**
2 **OKLAHOMA:**

Dated: February 26, 2026

3 GENTNER DRUMMOND
4 Attorney General of Oklahoma

5 /s/ Cameron Capps
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1 **FOR PLAINTIFF COMMONWEALTH OF** Dated: February 26, 2026
2 **PENNSYLVANIA:**

3 DAVID W. SUNDAY, JR.
4 Attorney General for the Commonwealth of
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6 /s/ John M. Abel
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1 **FOR PLAINTIFF THE STATE OF SOUTH** Dated: February 26, 2026
2 **CAROLINA:**

3 ALAN M. WILSON
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1 **FOR PLAINTIFF UTAH DIVISION OF**
2 **CONSUMER PROTECTION:**

Dated: February 26, 2026

3 DEREK BROWN
4 Utah Attorney General

5 /s/ Stevenson Smith

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1 **FOR PLAINTIFF STATE OF WISCONSIN:** Dated: February 26, 2026

2 JOSHUA L. KAUL
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4 /s/ Laura E. McFarlane
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1 **FOR DEFENDANT WALMART INC.:**

Dated: January 28, 2026

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DEFENDANT WALMART INC.:

Dated: January 28, 2026



[REPRESENTATIVE OF WALMART INC.]

ROBERT BALPE
SVP-LEGAL INV.

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ATTESTATION

I, Aaron M. Schue, am the ECF user whose user ID and password authorized the filing of this document. Under Civil Local Rule 5-1(i)(3), I attest that all signatories to this document have concurred in this filing.

Dated: February 26, 2026

/s/ Aaron M. Schue
Aaron M. Schue