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8
9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SACRAMENTO
11

12
13 THE PEOPLE OF THE STATE OF CALIFORNIA,

14 *Plaintiff,*

15 vs.

16 WAL-MART STORES, Incorporated, an Delaware
17 Corporation,

18 *Defendant.*
19

Case No.

FINAL JUDGMENT AND
PERMANENT INJUNCTION

20 Plaintiff, the People of the State of California, appearing through its attorneys, Bill
21 Lockyer, Attorney General for the State of California, by Chief Deputy Attorney General Richard
22 M. Frank, Special Assistant Attorney General W. Scott Thorpe and Deputy Attorney General
23 Timothy L. Rieger, and through Jan Scully, Sacramento County District Attorney and defendant
24 Wal-Mart Stores, Incorporated, a Delaware Corporation (hereinafter referred to as “defendant”),
25 appearing through its attorney, Donald H. Heller; of Donald H. Heller, A Law Corporation, and it
26 appearing to the court that the parties hereto have stipulated and consented to the entry of this
27 Final Judgment and Permanent Injunction without the taking of proof and without trial or
28 adjudication of any fact or law herein, without this Final Judgment and Permanent Injunction

1 constituting evidence of or an admission by any defendant regarding any issue of law or fact
2 alleged in the Complaint, and without any defendant admitting any liability herein, in so far as any
3 other litigation regarding allegations of violations which occurred prior to the entry of this Final
4 Judgment and Permanent Injunction is concerned the court having considered the matter and good
5 cause appearing therefor,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

7 A. This court has jurisdiction of the parties hereto.

8 B. This court has jurisdiction of the subject matter hereof.

9 C. The Final Judgment and Permanent Injunction entered into by the parties has been
10 reviewed by the court and it is found to have been entered in good faith and to be in all respects
11 suitable and equitable.

12 D. The injunctive provisions of this Final Judgment and Permanent Injunction shall be
13 applicable to defendant Wal-Mart Stores, Incorporated, as well as its subsidiaries; its successors
14 and the assigns of all or substantially all the assets of its businesses; its directors, officers,
15 employees, agents, independent contractors, partners, associates and representatives of each of
16 them; and to all persons, corporations and other entities acting in concert or in participation with
17 any of them with actual or constructive knowledge of this Final Judgment and Permanent
18 Injunction.

19
20 **DEFINITIONS**

21 E. The following definitions shall apply to this Stipulated Final Judgment and
22 Permanent Injunction:

23 (1) "Days" shall mean calendar days unless otherwise specified.

24 (2) "Dealer," "licensee," or "person licensed pursuant to Section 12071 (of the
25 California Penal Code)" means a person who complies with all of the following:

26 (A) Possesses a valid federal firearms license within the meaning of Title 18,
27 United States Code, Chapter 44.

28 (B) Possesses all regulatory or business licenses required by local

1 government(s) in the jurisdiction where the person is selling any firearm.

2 (C) Possesses a valid sellers permit issued by the California State Board of
3 Equalization.

4 (D) Possesses a certificate of eligibility issued by the California Department
5 of Justice pursuant to Section 12071 of the California Penal Code.

6 (E) Possesses a license issued in the format prescribed by Section 12071 of
7 the California Penal Code.

8 (F) Is among those recorded in the centralized list specified in subdivision
9 (e) of Section 12071 of the California Penal Code.

10 (G) All other requirements mandated by Section 12071 of the California
11 Penal Code.

12 (3) "Defendant" shall mean defendant Wal-Mart Stores, Incorporated , and its
13 subsidiaries; successors and the assigns of all or substantially all of the assets of the
14 business; the directors, officers, and each of them.

15 (4) "Firearm" means any device, designed to be used as a weapon, from which
16 is expelled through a barrel a projectile by the force of any explosion or other form of
17 combustion. The term "firearm" includes the frame or receiver of the weapon and the
18 terms defined in paragraphs (5), (6), (8), (11), (13) and (15) of this paragraph (E).

19 (5) "Handgun" means any "pistol," "revolver," or "firearm capable of being
20 concealed upon the person."

21 (6) "Long gun" means any rifle or shotgun, that is not an unlawful short-
22 barreled rifle or short-barreled shotgun.

23 (7) "Person" shall include any individual, corporation, company, association,
24 firm, partnership, society, or joint stock company.

25 (8) "Pistol," "revolver," or "firearm capable of being concealed upon the
26 person" means any device designed to be used as a weapon from which is expelled a
27 projectile by the force of any explosion, or other form of combustion and that has a barrel
28 less than 16 inches in length. These terms also include any device that has a barrel 16

1 inches or more in length which is designed to be interchanged with a barrel less than 16
2 inches in length.

3 (9) "Purchase" means the purchase, loan, or transfer of a firearm.

4 (10) "Purchaser" means the buyer, or transferee, of a firearm or a person being
5 loaned a firearm.

6 (11) "Rifle" means a weapon designed or redesigned, made or remade, and
7 intended to be fired from the shoulder and designed or redesigned and made or remade to
8 use the energy of the explosive in a fixed cartridge to fire only a single projectile through a
9 rifled bore for each single pull of the trigger.

10 (12) "Sale" means the sale, loan, or transfer of a firearm.

11 (13) "Short-barreled rifle" shall have the meaning as defined in Subdivision
12 (c)(2), Section 12020 of the California Penal Code.

13 (14) "Short-barreled shotgun" shall have the meaning as defined in Subdivision
14 (c)(1), Section 12020 of the California Penal Code.

15 (15) "Shotgun" means a weapon designed or redesigned, made or remade, and
16 intended to be fired from the shoulder and designed or redesigned and made or remade to
17 use the energy of the explosive in a fixed shotgun shell to fire through a smooth bore either
18 a number of projectiles (ball shot) or a single projectile for each pull of the trigger.

19
20 **PERMANENT INJUNCTION**

21 F. Pursuant to Business and Professions Code sections 17203 and 17535, Defendant
22 shall be and hereby is permanently enjoined and restrained from directly or indirectly doing any of
23 the following acts or practices in its Firearms Sales Program and any other type of Firearm
24 transfer:

25 (1) Acting as anything other than a dealer who engages in the sale of firearms.
26 Defendant shall be limited to firearms' transactions that are not short-barreled rifles nor short-
27 barreled shotguns.

28 (2) Defendant shall fully comply with all of the provisions of Penal Code section

1 12316, regarding the prohibition of the sale of ammunition to minors as is specifically set forth in
2 said section.

3 (3) Misstating the amount of fees charged by a governmental agency pursuant to
4 California Penal Code sections 12071 (b)(12), 12076, 12082 and 12086.

5 G. Pursuant to Business and Professions Code sections 17203 and 17535, Defendant
6 shall be, and hereby is, permanently enjoined and restrained from, directly or indirectly, engaging in
7 its Firearms Sales Program and any other type of Firearm transfer, unless:

8 (1) Defendant is in full compliance with the Gun Control Act, as amended, 18
9 United States Code, Chapter 44, §§ 921-930, as construed in published regulations, 27
10 Code of Federal Regulations, Section 178, et seq, interpretations of, and pronouncements
11 concerning, the Gun Control Act by the Secretary of the Treasury of the United States.

12 (2) Defendant is in full compliance with Title 2 of Part 4, commencing with
13 Section 12000, of the California Penal Code and Chapter 13.4, Division 1 of Title 11 of the
14 California Code of Regulations, commencing with Section 986.

15 (3) Defendant, at a minimum, posts conspicuously within the firearms sales area
16 of its business the following statutorily required consumer notices, in the form and style
17 required by each applicable section of the Penal Code:

18 (a) Posted notice of the fourteen dollar (\$14) Dealer Record of Sale Fee
19 as required by California Penal Code section 12071, subdivision (b)(11)(A).

20 (b) Posted notice of the one dollar (\$1) Safety Fee, as required by
21 California Penal Code section 12071, subdivision (b)(11)(A).

22 (c) Posted notice of the five dollar (\$5) Safety and Enforcement Fee, as
23 required by California Penal Code section 12071, subdivision (b)(11)(A).

24 (d) Posted notice of the ten dollar (\$10) Private Party Transfer Fee, as
25 required by California Penal Code section 12071, subdivision (b)(11)(A).

26 (e) Posted warning regarding the danger loaded firearms pose to
27 minors and the requirement to safely store firearms, as required by California
28 Penal Code section 12071, subdivision (b)(7)(A).

1 (f) Posted warning regarding the criminal sanctions for improper
2 storage of firearms when a minor carries the firearm “off premises,” as detailed
3 in California Penal Code section 12071, subdivision (b)(7)(B).

4 (g) Posted warning regarding the criminal sanctions for improper
5 storage of firearms when a minor carries the firearm “off premises” to a school or
6 school sponsored event, as described in California Penal Code section 12071,
7 subdivision (b)(7)(C).

8 (h) Posted warning of the danger of lead poisoning from the discharge
9 of firearms, as specified by Penal Code section 12071, subdivision (b)(7)(D).

10 (i) Posted notice that the Dealer Record of Sale background check
11 must be performed anew after a thirty (30) day period, as required by California
12 Penal Code section 12071, subdivision (b)(7)(E).

13 (4) Defendant has readily available for inspection and/or displayed,
14 its valid Certificate of Eligibility (COE), valid Federal Firearms License (FFL), and any
15 valid seller’s permit and/or local license letter, as required by California Penal Code section
16 12071, and applicable local ordinance or municipal code for the jurisdiction where the
17 defendant’s store is located.

18 (5) Defendant ensures proper firearms security and storage, including a
19 secure facility, safes or vaults, and cables and locks, as required by California Penal Code
20 section 12071, subdivision (b)(14).

21 (6) Defendant ensures that copies of, or order forms for, the California
22 Firearms Law Booklet are available to the consumer and the public, as required by
23 California Penal Code section 12071, subdivision (b)(9).

24 (7) Defendant ensures that copies of the Handgun Safety Study Guides are
25 available to the consumer and the public, as required by California Penal Code section
26 12084.

27 (8) Defendant ensures that warning labels are available for the delivery of firearms
28 to the consumer, as required by California Penal Code section 12088.1, subdivision (b).

1 (9) Defendant ensures that Dealer Record of Sale worksheets are retained for at
2 least three (3) years from the date of transaction, as required by California Penal Code
3 section 12076, subdivision (c)(3).

4 (10) Defendant ensures that private party transactions are conducted properly
5 pursuant to California Penal Code sections 12071, subdivision (b)(5) and 12082.

6 (11) Defendant ensures that a prohibited notice and transfer form is made available
7 to consumers in a prohibited class who are denied the ability to purchase a firearm, as
8 required by California Penal Code section 12071, subdivision (b)(3)(D).

9 (12) Defendant ensures that non-approved firearms safety devices are not offered
10 for sale to consumers and that long gun safes are properly labeled with the warning label
11 required by California Penal Code sections 12088.1 and 12088.15.

12 (13) Defendant complies with all of the requirements of California Penal Code
13 section 12088.1.

14 (14) Defendant ensures that firearms sold within the ten (10) day waiting period
15 are not be delivered to the consumer within the ten (10) day waiting period, as detailed in
16 California Penal Code section 12071, subdivision (b)(3).

17 (15) Defendant ensures that the consumer is eligible to receive and possess a
18 firearm at the conclusion of the ten (10) day waiting period before a firearm is delivered to
19 the consumer, as required by California Penal Code sections 12072 and 12076.

20 (16) Defendant shall comply with the provisions of California Penal Code section
21 12072, as it pertains to prohibited transfers, delivery and/or sale of firearms, as well as
22 collusion as provided for in said section.

23 (17) Defendant ensures that all Dealer Record of Sale Worksheets are properly
24 filled out, in ink, and complete, as specified by California Penal Code section 12076.

25 (18) Defendant shall fully comply with all federal laws and regulations regarding
26 entries and changes in the federal Acquisition and Distribution Books.

27 (19) Defendant ensures that, as required by California Penal Code section 12077,
28 subdivision (c)(2), the right thumb print of the consumer is obtained when a firearms

1 purchase transaction is commenced and the thumb print is legibly recorded on the back of
2 the Dealer Record of Sale worksheet.

3 (20) Defendant ensures that Dealer Record of Sale submissions for which delivery
4 does not take place within thirty (30) days are canceled, and, pursuant to Section
5 178.102(c) of Title 27 of the Code of Federal Regulations, delivery is not allowed to take
6 place, and that the cancellation is reported to the California Department of Justice as
7 required by California Penal Code section 12071, subdivision (b)(19).

8 (21) Defendant ensures that photocopies of all non-scanned identification are
9 maintained as required by California Penal Code section 12077, subdivision (f)(2).

10 (22) Defendant ensures that photocopies of all documentation used as proof for
11 waiting period exemptions are properly retained as mandated by California Penal Code
12 section 12078.

13 (23) Defendant provides employee training on all applicable firearms laws, rules
14 and regulations and only allows trained, certified personnel to sell firearms. Such training
15 shall include training on the terms of, and compliance with, this Final Judgment and
16 Permanent Injunction. Defendant shall modify its employee manuals to be consistent with
17 the requirements of this Final Judgment and Permanent Injunction.

18
19 **MONITORING**

20 H. In order to insure that Defendant complies with each and every one of the injunctive
21 provisions set forth in paragraphs F and G hereof, pursuant to Business and Professions Code
22 sections 17203 and 17535, Defendant is ordered:

23 (1) To pay within sixty (60) days of the entry of this Final Settlement and
24 Permanent Injunction, separate and distinct from the amounts set forth in paragraphs I, J,
25 and K hereof, ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) to pay
26 for the cost for a firearms inventory reconciliation program, and five (5) years of audits,
27 inspections, monitoring, and enforcement by the California Department of Justice. If Wal-Mart
28 ceases to sell firearms in California, the California Department of Justice may expend any

1 remaining funds from this \$1,200,000 for the purposes of developing and implementing a system to
2 validate the age of ammunition purchasers. Payment shall be made by check made payable to the
3 "California Attorney General's Office" and shall be delivered to the California Attorney General's
4 Office, 1300 I Street, Sacramento, California, Attn: Richard M. Frank, Chief Deputy Attorney
5 General. This payment shall be deposited in the California Dealer's Record of Sale Special
6 Account of the General Fund. This money shall solely and exclusively augment the budget of the
7 Attorney General's Office and in no manner shall supplant or cause any reduction of any portion of
8 the Attorney General's budget.

9 (2) To make available all records, reports and other information necessary, in
10 the judgment of the California Department of Justice, to allow Plaintiff to accomplish a full and
11 complete evaluation of defendant's compliance with each injunctive provision of this Final
12 Judgment and Permanent Injunction, including the performance of the firearms inventory
13 reconciliation program and the three (5) years of audits, inspections, monitoring and enforcement.

15 PUBLIC SERVICE CAMPAIGN

16 I. In order to dissipate any harm that may have resulted from Defendant's past
17 practices in the sale of firearms, pursuant to Business and Professions Code sections 17203 and
18 17535, defendant is ordered to pay to the Plaintiff within sixty (60) days of the entry of this Final
19 Judgment and Permanent Injunction the sum of THREE MILLION DOLLARS (\$3,000,000), in
20 the manner described below. Such amount is separate and distinct from the amounts set forth in
21 paragraphs H, J, and K hereof. These monies shall only be used to pay for (1) the California
22 Department of Justice developing and implementing a system to validate the age of ammunition
23 purchasers and (2) a public service campaign to educate consumers and heighten consumer
24 awareness of issues relating to firearms, specifically, domestic violence and firearms, children and
25 firearms, the requirements for the safe storage of firearms pursuant to California law, and general
26 firearms safety. The specific topics and the method of distribution of the public service
27 announcements including media (print, radio, television, Internet, etc.) to be used, the percentage
28 distribution between the topics (including the distribution of money to develop a system to validate

1 the age of ammunition purchasers), the procedure by which the public service announcements are
2 prepared, and who prepares the public service announcements will be recommended to the
3 California Attorney General by a Committee (Committee) composed of a representative of Wal-
4 Mart, a representative of the National Sports Shooting Foundation, a qualified expert/researcher
5 on firearms safety, and a representative of the Attorney General's Office. The Attorney General
6 will consider and evaluate recommendations by the Committee and exercise his sole discretion in
7 implementing said recommendations. The Attorney General will not appear personally in any of
8 the public service announcements. Pursuant to Business and Professions Code sections 17203 and
9 17535, a cy pres fund shall be created by the Attorney General ("The Firearms Safety and
10 Consumer Educational Trust Fund") upon receipt of said \$3,000,000, and use funds from said
11 account to implement the provisions set forth in this paragraph I. Payment shall be made by check
12 made payable to the "California Attorney General's Office" and shall be delivered to the California
13 Attorney General's Office, 1300 I Street, Sacramento, California, Attn: Richard M. Frank, Chief
14 Deputy Attorney General.

15 16 **COST OF INVESTIGATION AND PROSECUTION**

17 J. Defendant is ordered to pay to the Plaintiff within sixty (60) days of the entry of this
18 Final Judgment and Permanent Injunction Defendant the sum of EIGHT HUNDRED
19 THOUSAND DOLLARS (\$800,000) as costs of investigation and prosecution of this matter.
20 Payment shall be made by check made payable to the "California Attorney General's Office" and
21 shall be delivered to the California Attorney General's Office, 1300 I Street, Sacramento,
22 California, Attn: Richard M. Frank, Chief Deputy Attorney General. This payment shall be
23 deposited in the California Dealer's Record of Sale Special Account of the General Fund. Such
24 amount shall be deposited within sixty (60) days of entry of this Final Judgment and Permanent
25 Injunction into the California Dealers' Record of Sale Special Account of the General Fund. This
26 money shall solely and exclusively augment the budget of the Attorney General's Office and in no
27 manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

28 **CIVIL PENALTIES**

1 K. Pursuant to Business and Professions Code sections 17206 and 17536, Defendant is
2 ordered to pay, within sixty (60) days of the date of entry of this Final Judgment and Permanent
3 Injunction, for civil penalties the amount of FIVE MILLION DOLLARS (\$5,000,000). Payment
4 shall be made by check made payable to the "California Attorney General's Office," and shall be
5 delivered to the California Attorney General's Office, Executive Office, 1300 I Street, Sacramento,
6 California, Attn: Richard M. Frank, Chief Deputy Attorney General. Pursuant to Government
7 Code section 26506, of the payments Defendant makes to the Attorney General's Office pursuant
8 to this paragraph, three hundred thousand dollars (\$300,000) shall be forwarded to the Sacramento
9 County District Attorney's Office for the County of Sacramento in the manner agreed to by the
10 Attorney General's Office and the Sacramento County District Attorney's Office.

11
12
13 **DEFENDANT'S PAST AND FUTURE EXPENDITURES TO ENSURE COMPLIANCE**
14 **WITH CALIFORNIA STATE LAW**

15
16 L. In 2003 and 2004, the Firearms Division of the California Department of Justice
17 conducted a firearms compliance audit of nine Wal-Mart stores in California to determine
18 compliance by the respective stores with California Penal Code requirements for firearms sales and
19 transfers. In addition, in 2004, the Firearms Division conducted an investigation regarding
20 ammunition sales to determine compliance with Penal Code section 12316 as to prohibited sales of
21 ammunition at five Wal-Mart stores. The audits revealed thousands of frequently repeated
22 violations, including delivering firearms to persons who were prohibited from purchasing firearms;
23 delivering firearms prior to required background checks being completed; making numerous types
24 of record keeping errors; failing to provide documentation of firearm safety devices delivered with
25 firearms; failing to record purchasers' signatures on Dealer Record of Sale forms; failing to
26 properly post statutorily required consumer notices, failing to provide proper firearms security and
27 storage; allowing persons prohibited from having possession of a firearm to obtain a firearm by
28 means of a "straw purchase" to relative or friend; failing to obtain consumer's thumb print and

1 legibly recording the thumb print on the back of the Dealer Record of Sale worksheet; and failing
2 to maintain photocopies of non-scanned identification. In April 2003, Wal-Mart was advised of
3 the results of the compliance audit and immediately and voluntarily terminated all firearms sales in
4 the one hundred and eighteen (118) stores that sold firearms. In 2004, Wal-Mart was advised of
5 sales of ammunition to two minors (acting in an undercover capacity) at one store and to another
6 minor at another store.

7 M. Since terminating firearms sales in California , Wal-Mart has expended more than
8 TWO MILLION DOLLARS (\$2,000,000), in California and throughout the United States on new
9 and revised firearms compliance procedures, computer programs and hardware, in-house
10 administrative costs, consultant and attorney fees to correct past deficiencies in sales and transfers
11 of firearms so as to be fully compliant with all California and federal laws and regulations relating
12 to firearms sales and transfers going forward from the date of signing this agreement.

13 N. Wal-Mart will expend an estimated FIVE HUNDRED THOUSAND DOLLARS
14 (\$500,000) a year for the next (5) years in implementing and maintaining a firearms sales and
15 transfer oversight and compliance program in California and throughout the United States that is
16 fully compliant with California and federal laws and regulations when Wal-Mart resumes firearms
17 sales in California. If Wal-Mart ceases to sell firearms in California, Wal-Mart shall expend this
18 money to ensure compliance with provisions of California law prohibiting the sale of ammunition
19 to minors.

20 O. For the purposes of this Final Judgment and Permanent Judgement, Plaintiff will
21 recognize and credit Defendant for all such proven direct expenditures.

22 P. Defendant shall provide reasonable evidence to the Attorney General that Wal
23 Mart has expended and will expend monies in the amount set forth above. Plaintiff may seek to
24 enforce this requirement by noticed motion by Plaintiff. The Parties shall meet-and-confer prior to
25 the filing of any motion to enforce this paragraph.

26
27 **RETENTION OF JURISDICTION**

28 Q. Jurisdiction is retained by the court for the purpose of enabling any party to the

1 Final Judgment and Permanent Injunction to apply to the Court at any time for such further orders
2 and directions as may be necessary or appropriate for the construction or the carrying out of this
3 Final Judgment and Permanent Injunction, for the modification of any injunctive provisions hereof,
4 for enforcement of compliance herewith, and for the punishment of violations hereof, if any.

5 R. Conditioned upon Defendant making full payment as provided under Paragraphs
6 H, I, J, and K of this Final Judgment and Permanent Injunction, defendant and all of its present and
7 former officers, directors, shareholders, any parents or affiliates, subsidiaries, employees,
8 successors, predecessors and assigns (collectively, the "Released Parties") are discharged from all
9 claims, to the extent permitted by state law, relating to the alleged violations of Penal Code
10 sections 12,000, *et seq.*, set forth in the Complaint, which are addressed in this Judgment, that the
11 Attorney General could have brought pursuant to Business and Professions Code sections 17200,
12 *et seq.*, or 17500, *et seq.*, or Penal Code sections 12000, *et seq.* Provided, however,
13 notwithstanding any term of this Judgment or this paragraph, specifically reserved and excluded
14 from the scope and terms of this paragraph as to any entity or person are any and all of the
15 following:

- 16 (1) Any criminal liability, save and except that Wal-Mart shall not be barred or
17 prevented from raising the defenses of res judicata, collateral estoppel and
18 double jeopardy to the extent such defenses are applicable as to any matter
19 that served as the basis for this litigation;
- 20 (2) Any personal injury, property damage, indemnification or contribution
21 claims by the State;
- 22 (3) Any tax liability;
- 23 (4) Any obligations created under this Judgment;
- 24 (5) Any unlawful conduct not covered by the injunctive terms of this Judgment.

25 S. Nothing in this Final Judgment and Permanent Injunction shall be deemed to permit or
26 authorize any violation of any law or regulation of the State of California or otherwise be
27 construed to relieve Defendant of any on-going duty to comply with such applicable laws, rules
28 and regulations, nor shall anything herein be deemed to constitute permission to engage in any acts

1 or practices prohibited by such laws, rules or regulations.

2 T. The waiver or failure of any party to exercise any rights under this Final Judgment
3 and Permanent Injunction shall not be deemed a waiver of any right or any future rights. If any
4 part of this Final Judgment and Permanent Injunction shall for any reason be found or held invalid
5 or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall
6 not affect the remainder of this Final Judgment and Permanent Injunction, which shall survive and
7 be construed as if such invalid or unenforceable part had not been contained herein.

8 U. Although the parties have Stipulated that this Final Judgment and Permanent
9 Injunction may be entered “without the taking of proof and without trial or adjudication of the any
10 fact or law herein, without this Final Judgment and Permanent Injunction constituting evidence of
11 or an admission by any defendant regarding any issue of law or fact alleged in the Complaint, and
12 without any defendant admitting any liability herein in so far as any other litigation regarding
13 allegations of violations which occurred prior to the entry of this Final Judgment and Permanent
14 Injunction is concerned,” the parties have also Stipulated that if, after entry of this Final Judgment
15 and Permanent Injunction, Plaintiff, and only Plaintiff, brings another action alleging that violations
16 of the Penal Code sections addressed by the injunctive provisions of this Final Judgment have
17 occurred after entry of this Final Judgment, then this Final Judgment shall be treated as proof in
18 such newly filed action brought by Plaintiff that Defendant has once previously violated the Penal
19 Code sections addressed by the injunctive provisions of this Final Judgment and Permanent
20 Injunction.

21 V. This Final Judgment and Permanent Injunction shall take effect immediately upon
22 entry thereof, without further notice to Defendant.

23 W. The clerk is ordered to enter this Final Judgment and Permanent Injunction
24 forthwith.

25
26 DATED: _____

JUDGE OF THE SUPERIOR COURT

27
28