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**SUPERIOR COURT OF ARIZONA**

**IN MARICOPA COUNTY**

14 STATE OF ARIZONA, <i>ex rel.</i> KRISTIN K. 15 MAYES, Attorney General,  16 Plaintiff,  17 v.  18 WALMART INC.,  19 Defendant. 20	Case No.: CV2023-017530  <b>CONSENT JUDGMENT</b>  (Assigned to the Hon. John Hannah)
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**FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE**

23 The State of Arizona (“*State*”) and Walmart Inc. (“*Walmart*”), (together with the State,  
 24 the “*Parties*,” and each a “*Party*”) have entered into a consensual resolution of the above-  
 25 captioned litigation (the “*Action*”) pursuant to a settlement agreement dated as of November 14,  
 26 2022 (as subsequently updated) (the “*Agreement*”), a copy of which is attached hereto as Exhibit  
 27 A. The Agreement shall become effective by its terms upon the entry of this Final Consent  
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1 Judgment (the “*Consent Judgment*”) by the Court without trial or adjudication of any contested  
2 issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

3 **RECITALS:**

4 1. Each Party warrants and represents that it engaged in arm’s-length  
5 negotiations in good faith. In hereby executing the Agreement, the Parties intend to effect  
6 a good-faith settlement.

7 2. The State, acting through its Attorney General, has determined that the  
8 Agreement and entry of this Consent Judgment is in the public interest.

9 3. Walmart is entering into this Consent Judgment solely for the purpose of  
10 settlement, and nothing contained herein may be taken as or construed to be an admission  
11 or concession of any violation of law, rule, regulation, or ordinance, or of any other matter  
12 of fact or law, or of any fault, liability, or wrongdoing, all of which Walmart denies.  
13 Walmart denies the allegations against it and denies that it has any liability whatsoever to  
14 the State, its Subdivisions, and/or (a) any of the State’s or its Subdivisions departments,  
15 agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any  
16 kind and attorneys, including its Attorney General, and any person in his or her official  
17 capacity whether elected or appointed to serve any of the foregoing and any agency, person,  
18 or other entity claiming by or through any of the foregoing, (b) any public entities, public  
19 instrumentalities, public educational institutions, unincorporated districts, fire districts,  
20 irrigation districts, water districts, law enforcement districts, emergency services districts,  
21 school districts, hospital districts and other Special Districts in the State, and (c) any person  
22 or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general,  
23 *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to  
24 the general public, and (d) any other person or entity alleging harm or damages related to  
25 prescription opioids.

26 4. The Parties recognize that the outcome of the Action is uncertain and a final  
27 resolution through the adversarial process likely will require protracted litigation.  
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1           5.       The Parties agree to the entry of the injunctive relief terms attached as  
2 Exhibit P to the Agreement.

3           6.       Therefore, without any admission of liability or wrongdoing by Walmart or  
4 any other Released Entities (as defined in the Agreement), and without this Consent  
5 Judgment constituting evidence against or admission by anyone with respect to any issue  
6 of fact or law, the Parties now mutually consent to the entry of this Consent Judgment and  
7 agree to dismissal of the claims with prejudice pursuant to the terms of the Agreement to  
8 avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

9           **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**  
10           **THAT:**

11           In consideration of the mutual promises, terms, and conditions set forth in the Agreement,  
12 the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between  
13 Walmart and the State, and adjudicated by the Court, as follows:

14           1.       The foregoing Recitals are incorporated herein and constitute an express  
15 term of this Consent Judgment.

16           2.       The Parties have entered into a full and final settlement of all Released  
17 Claims of Releasors (including but not limited to the State) against Walmart and the  
18 Released Entities pursuant to the terms and conditions set forth in the Agreement. This  
19 Consent Judgment summarizes and gives effect to those terms. In the event of a conflict  
20 between the terms of the Agreement (including its exhibits) and language in this Consent  
21 Judgment, the terms of the Agreement shall govern. Nothing in this Consent Judgment  
22 shall have the effect of expanding, diminishing, explaining, or otherwise modifying any  
23 term of the Agreement.

24           3.       The “Definitions” set forth in Section I of the Agreement are incorporated  
25 by reference into this Consent Judgment. The State is a “Settling State” within the meaning  
26 of the Agreement. Unless otherwise defined herein, capitalized terms in this Consent  
27 Judgment shall have the same meaning given to them in the Agreement.

1           4.       The Parties agree that the Court has jurisdiction over the subject matter of  
2 the Action and over the Parties with respect to the Action and this Consent Judgment. This  
3 Consent Judgment shall not constitute and shall not be construed or used as a waiver of any  
4 jurisdictional defense Walmart or any other Released Entity may raise in any other  
5 proceeding.

6           5.       The Court finds that the Agreement was entered into in good faith.

7           6.       The Court finds that entry of this Judgment is in the public interest and  
8 reflects a negotiated settlement agreed to by the Parties. The State's Claims against  
9 Walmart are hereby DISMISSED WITH PREJUDICE, subject to a retention of jurisdiction  
10 by the Court as provided herein and in the Agreement.

11          7.       By this Judgment, the Agreement is hereby approved by the Court, and the  
12 Court hereby adopts the Agreement's terms as its own determination of this matter and the  
13 Parties' respective rights and obligations.

14          8.       The Court shall have authority to resolve disputes identified in Section  
15 VI.F.2 of the Agreement, governed by the rules and procedures of the Court.

16          9.       By this Consent Judgment, the State-Subdivision Agreement, the One  
17 Arizona Distribution of Opioid Settlement Funds Agreement, a copy of which is attached  
18 hereto as Exhibit B and as incorporated into the Agreement pursuant to Exhibit O of the  
19 Agreement, is hereby approved by the Court as the means by which relevant funds paid  
20 pursuant to the Agreement will be divided within the State,<sup>1</sup> provided that any Subdivision  
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22 <sup>1</sup> Payments, other than Additional Restitution Amount payments, made to the State of Arizona  
23 shall be deposited by the Arizona Attorney General into an interest-bearing account within the  
24 Consumer Restitution and Remediation Revolving Fund pursuant to A.R.S. § 44-1531.02(C) and,  
25 with the advice and consent of the Arizona Legislature, pursuant to A.R.S. § 44-1531.02(C), the  
26 Attorney General shall direct how and when these funds are used. Additional Restitution Amount  
27 payments made to the State of Arizona shall be deposited by the Arizona Attorney General into  
28 an interest-bearing account within the Consumer Protection-Consumer Fraud Revolving Fund  
pursuant to A.R.S. § 44-1531.01(B)(1) and the Attorney General shall direct how such funds  
shall be used. All uses of funds paid by Walmart shall conform to the requirements of Sections

1 receiving such funds executes a Subdivision Participation Form accepting the terms of the  
2 Agreement, including the releases provided therein.

3 10. The Parties have satisfied the Condition to Effectiveness of Agreement set  
4 forth in Section II.C of the Agreement and the Release set forth in Sections X.A and G of  
5 the Agreement, as follows:

- 6 a. The Attorney General of the State exercised the fullest extent of his or her powers  
7 to release Walmart and all other Released Entities from all Released Claims  
8 pursuant to the release attached hereto as Exhibit C (the “AG Release”).
- 9 b. The State Participation Threshold was met by the State Participation Date, and the  
10 Subdivision Participation Thresholds were met by the Threshold Subdivision  
11 Participation Date.
- 12 c. The Subdivision Participation Form for each Participating Subdivision in the State  
13 that has joined to date has been made available to Walmart. As stated in the  
14 Subdivision Participation Form, and for the avoidance of doubt, nothing in the  
15 Subdivision Participation Form executed by the Participating Subdivisions is  
16 intended to modify in any way the terms of the Agreement to which the  
17 Participating Subdivisions agree. As stated in the Subdivision Participation Form,  
18 to the extent the terms of the executed version of the Subdivision Participation  
19 Form differ from the terms of the Agreement in any respect, the terms of the  
20 Agreement control.
- 21 d. Pursuant to Section II.D of the Agreement and Paragraph 2 of the Subdivision  
22 Participation Form, each Litigating Subdivision in the State that has become a  
23 Participating Subdivision is dismissing with prejudice any Released Claims that it  
24 has filed against Walmart or any of the Released Entities.

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VIII.B and VIII.C of the Agreement and the One Arizona Distribution of Opioid Settlement  
28 Funds Agreement.

1           11.     Release. The Parties acknowledge that the release provisions in Section X  
2 of the Agreement and the AG Release, which are incorporated by reference herein, are an  
3 integral part of this Consent Judgment. Pursuant to the Agreement and the AG Release  
4 and without limitation and to the maximum extent of the power of the State’s Attorney  
5 General, Walmart and the other Released Entities are, as of the Effective Date, hereby  
6 released from any and all Released Claims of (a) the State and its Participating Subdivisions  
7 and any of their departments, agencies, divisions, boards, commissions, Subdivisions,  
8 districts, instrumentalities of any kind and attorneys, including the State’s Attorney  
9 General, and any person in his or her official capacity whether elected or appointed to serve  
10 any of the foregoing, and any agency, person, or other entity claiming by or through any  
11 of the foregoing, (b) any public entities, public instrumentalities, public educational  
12 institutions, unincorporated districts, fire districts, irrigation districts, water districts, law  
13 enforcement districts, emergency services districts, school districts, hospital districts, and  
14 other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*,  
15 sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity  
16 seeking relief on behalf of or generally applicable to the general public with respect to the  
17 State or any Subdivision in the State, whether or not any of them participate in the  
18 Agreement. Pursuant to the Agreement and the AG Release and to the maximum extent  
19 of the State’s power, Walmart and the other Released Entities are, as of the Threshold  
20 Subdivision Participation Date, hereby released from any and all Released Claims of (1)  
21 the State, (2) all past and present executive departments, state agencies, divisions, boards,  
22 commissions and instrumentalities with the regulatory authority to enforce state and federal  
23 controlled substances acts, and (3) any of the State’s past and present executive  
24 departments, agencies, divisions, boards, commissions and instrumentalities that have the  
25 authority to bring Claims related to Alleged Harms and/or Covered Conduct seeking  
26 money (including abatement and/or remediation) or revocation of a pharmaceutical  
27 distribution or dispensing license. For the purposes of clause (3) above, executive  
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1 departments, agencies, divisions, boards, commissions, and instrumentalities are those that  
2 are under the executive authority or direct control of the State’s Governor. Further, the  
3 provisions set forth in Section X of the Agreement are incorporated by reference into this  
4 Consent Judgment as if fully set forth herein. The Parties acknowledge, and the Court  
5 finds, that those provisions are an integral part of the Agreement and this Consent  
6 Judgment, and shall govern the rights and obligations of all participants in the settlement,  
7 including without limitation the State, Walmart and the Released Entities.

8 12. Release of Unknown Claims. The State (for itself and its Releasers)  
9 expressly waives, releases, and forever discharges any and all provisions, rights, and  
10 benefits conferred by any law of any state or territory of the United States or other  
11 jurisdiction, or principle of common law, which is similar, comparable, or equivalent to  
12 § 1542 of the California Civil Code, which reads:

13 **General Release; extent.** A general release does not extend to claims that  
14 the creditor or releasing party does not know or suspect to exist in his or her  
15 favor at the time of executing the release that, if known by him or her, would  
16 have materially affected his or her settlement with the debtor or released  
17 party.

18 13. The State may hereafter discover facts other than or different from those  
19 which it knows, believes, or assumes to be true with respect to the Released Claims, but  
20 the State (for itself and its Releasers) expressly waived and fully, finally, and forever  
21 settled, released and discharged, through the Agreement and AG Release, any and all  
22 Released Claims that may exist as of the Threshold Subdivision Date but which the State  
23 does not know or suspect to exist, whether through ignorance, oversight, error, negligence  
24 or through no fault whatsoever, and which, if known, would have materially affected the  
25 State’s decision to enter into the Agreement.

26 14. The Court finds that the releases are given in good faith and are effective as  
27 to all Releasers and Released Entities.  
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1           15.     Costs and Fees. The Parties will bear their own costs and attorneys' fees  
2 except as otherwise provided in the Agreement.

3           16.     No Admission of Liability. Walmart is consenting to this Consent Judgment  
4 solely for the purpose of effectuating the Agreement, and nothing contained herein may be  
5 taken as or construed to be an admission or concession of any violation of law, rule, or  
6 regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of  
7 which Walmart expressly denies. Neither Walmart nor any other Released Entity admits  
8 that it caused or contributed to any public nuisance, and neither Walmart nor any other  
9 Released Entity admits any wrongdoing that was or could have been alleged by the State,  
10 its Participating Subdivisions, or any other person or entity. No part of this Consent  
11 Judgment shall constitute evidence of any liability, fault, or wrongdoing by Walmart or  
12 any other Released Entity. The Parties acknowledge that payments made under the  
13 Agreement are not a fine, penalty, or payment in lieu thereof and are properly characterized  
14 as described in Section V.F of the Agreement.

15           17.     No Waiver. This Consent Judgment is entered based on the Agreement  
16 without trial or adjudication of any contested issue of fact or law or finding of liability of  
17 any kind. This Consent Judgment shall not be construed or used as a waiver of Walmart's  
18 right, or any other Released Entity's right, to defend itself from, or make any arguments  
19 in, any other regulatory, governmental, private individual, or class claims or suits relating  
20 to the subject matter or terms of this Consent Judgment. Notwithstanding the foregoing,  
21 the State may enforce the terms of this Consent Judgment as expressly provided in the  
22 Agreement.

23           18.     No Private Right of Action. This Consent Judgment is not for use by any  
24 third party for any purpose, including submission to any court for any purpose, except  
25 Participating Subdivisions for the limited purposes set forth in Section VI.A of the  
26 Agreement. Except as expressly provided in the Agreement, no portion of the Agreement  
27 or this Consent Judgment shall provide any rights to, or be enforceable by, any person or  
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1 entity that is not a Settling State or Released Entity. The State shall allow Participating  
2 Subdivisions in the State to notify it of any perceived violations of the Agreement or this  
3 Consent Judgment. No Settling State, including the State, may assign or otherwise convey  
4 any right to enforce any provision of the Agreement.

5 19. Admissibility. This Consent Judgment shall not be admissible in any other  
6 case against Walmart or any other Released Entity. This Consent Judgment shall not be  
7 binding on Walmart or any other Released Entity in any respect other than in connection  
8 with the enforcement of this Consent Judgment or the Agreement in the State. For the  
9 avoidance of doubt, nothing herein shall prohibit Walmart or any other Released Entity  
10 from entering this Consent Judgment or the Agreement into evidence in any litigation or  
11 arbitration concerning (1) Walmart’s right to coverage under an insurance contract or  
12 (2) the enforcement of the releases provided for by the Agreement and this Consent  
13 Judgment.

14 20. Preservation of Privilege. Nothing contained in the Agreement or this  
15 Consent Judgment, and no act required to be performed pursuant to the Agreement or this  
16 Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in  
17 part) of any attorney-client privilege, work product protection, patient-safety work product  
18 protection, or common interest/joint defense privilege, and each Party agrees that it shall  
19 not make or cause to be made in any forum any assertion to the contrary.

20 21. Mutual Interpretation. The Parties agree and stipulate that the Agreement  
21 was negotiated on an arm’s-length basis between parties of equal bargaining power and  
22 was drafted jointly by counsel for each Party. Accordingly, the Agreement is incorporated  
23 herein by reference and shall be mutually interpreted and not construed in favor of or  
24 against any Party.

25 22. Retention of Jurisdiction. The Court shall retain jurisdiction over the Parties  
26 for the limited purpose of the resolution of disputes identified in Section VI.F.2 of the  
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1 Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State  
2 for the limited purposes identified in the Agreement.

3 23. Successors and Assigns. This Consent Judgment is binding on Walmart’s  
4 successors and assigns.

5 24. Modification. This Consent Judgment shall not be modified (by the Court,  
6 by any other court, or by any other means) without the consent of the State and Walmart.  
7 Modification of the Agreement shall be governed by Section XII.W of the Agreement.

8 25. Signatures. This Judgment may be executed by the parties in counterparts  
9 and be delivered by facsimile or electronic transmission, or a copy thereof, such  
10 constituting an original counterpart hereof, all of which together will constitute one and the  
11 same document.

12 26. Final Judgment. This Judgment resolves the Action. As no further matters  
13 remain pending, this is a final judgment entered pursuant to Ariz. R. Civ. P. 54(c).

14  
15 So ORDERED this \_\_\_\_\_ day of November, 2023.

16  
17  
18 \_\_\_\_\_  
19 JUDGE OF THE SUPERIOR COURT

20  
21 **APPROVED AS TO FORM AND CONTENT:**

22 **KRISTIN K. MAYES**  
23 **Attorney General**

**Wilmer Cutler Pickering Hale and Dorr LLP**

24  
25 By:   
26 Leslie Kyman Cooper  
27 Division Chief Counsel  
28 *Attorneys for the State of Arizona*

/s/ Brian K. Mahanna  
Brian K. Mahanna  
*Attorneys for Defendant*

# eSignature Page 1 of 1

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Granted as Submitted



/S/ John Hannah Date: 11/30/2023  
Judicial Officer of Superior Court

**ENDORSEMENT PAGE**

CASE NUMBER: CV2023-017530

SIGNATURE DATE: 11/30/2023

E-FILING ID #: 16977231

FILED DATE: 12/1/2023 8:00:00 AM

LESLIE KYMAN COOPER

WALMART INC  
702 SW 8TH ST BENTONVILLE AR 72716