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6 *Attorneys for Plaintiff, the People of the State of*  
*California*

Exempt from fees per Gov. Code,  
§6103

7 *Additional Counsel for Plaintiff on following page*

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF ALAMEDA

11  
12 **THE PEOPLE OF THE STATE OF**  
13 **CALIFORNIA,**

14 Plaintiff,

15 v.

16 **SAFEWAY INC., a Delaware Corporation,**

17 Defendants.

Case No.: 22CV015135

**DECLARATION OF DAVID A. ZONANA  
IN SUPPORT OF PEOPLE'S  
UNOPPOSED MOTION FOR  
APPROVAL AND ENTRY OF  
PROPOSED FINAL JUDGMENT AND  
PERMANENT INJUNCTION ON  
CONSENT**

Reservation No.: 095589190801

Assigned for All Purposes to:  
Judge: Hon. Frank Roesch  
Dept.: 17  
Date: September 15, 2022  
Time: 3:30 p.m.  
Trial Date: None Set  
Action Filed: July 27, 2022

1 *Additional Counsel for the People of the State of California*

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## **EXHIBIT A**

### **To Declaration of David A. Zonana in Support of Unopposed Motion For Entry of [Proposed] Final Judgment**

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Exempt from fees per Gov. Code,  
§6103

7 *Additional Counsel for Plaintiff on following page*

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF ALAMEDA  
11

12  
13 **THE PEOPLE OF THE STATE OF  
CALIFORNIA,**

14 Plaintiff,

15 **v.**

16  
17 **SAFEWAY INC., a Delaware Corporation,**

18 Defendants.  
19  
20

Case No.: 22CV015135

**STIPULATION FOR ENTRY OF FINAL  
JUDGMENT**

Assigned for All Purposes to:  
Judge: Hon. Frank Roesch  
Dept.: 17  
Action Filed: July 27, 2022

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1 This Stipulation for Entry of Final Judgment ("Stipulation") is entered into by Plaintiff the  
2 People of the State of California ("People") and Defendant Safeway Inc., a Delaware Corporation  
3 ("Safeway" or "Defendant"). For purposes of this Stipulation, the People and Safeway shall be  
4 referred to collectively as "Parties."

#### 5 INTRODUCTION

6 The above captioned matter relates to the People's investigation into Defendant's  
7 compliance with state laws and regulations related to the operation and maintenance of  
8 underground storage tanks ("USTs") and UST systems, and California Business and Professions  
9 Code prohibitions against unfair business practices relating to Safeway's ownership and operation  
10 of its retail gasoline station facilities in the State of California, from March 3, 2015 through the  
11 date of the Complaint. As set forth in the Complaint, the People allege that Defendant violated  
12 chapter 6.7 of the Health and Safety Code and the regulations promulgated under that chapter,  
13 and Business and Professions Code section 17200 et seq. Defendant does not admit any issue of  
14 fact or law alleged in the Complaint or otherwise in the above-captioned matter or any violation  
15 of law. The Parties' execution of this Stipulation is not intended to and shall not constitute an  
16 admission of wrongdoing or liability by Defendants.

17 The Parties engaged in settlement negotiations prior to the filing of the Complaint in the  
18 above-captioned matter. In these negotiations, the People were represented by the Attorney  
19 General of the State of California and the District Attorneys for the Counties of Contra Costa,  
20 Placer, Sacramento, San Joaquin and Solano. Defendants were represented by counsel. As  
21 Exhibit No 1 to this Stipulation, the Parties have concurrently lodged with the Court the Parties'  
22 negotiated [Proposed] Judgment and Injunction Pursuant to Stipulation. Plaintiff has also filed  
23 with the Court a motion, unopposed by Defendant, for approval of entry of the [Proposed]  
24 Judgment and Injunction Pursuant to Stipulation.

25 The People believe that the resolution embodied in the [Proposed] Judgment and  
26 Injunction Pursuant to Stipulation is fair and reasonable and fulfills the People's enforcement  
27 objectives; that the terms of the [Proposed] Judgment and Injunction Pursuant to Stipulation are  
28 appropriate; that no further action is warranted concerning the violations alleged in the

Compliant, except as provided in the [Proposed] Judgment and Injunction Pursuant to Stipulation; and that entry of the [Proposed] Judgment and Injunction Pursuant to Stipulation is in the best interest of the public. Defendant agrees that the [Proposed] Judgment and Injunction Pursuant to Stipulation is a fair and reasonable resolution of the matters alleged in the Complaint.

**PARTIES' STIPULATION REGARDING ENTRY OF JUDGMENT AND INJUNCTION  
PURSUANT TO STIPULATION**

The Parties, after opportunity for review by counsel, hereby stipulate and consent to the entry of the [Proposed] Judgment and Injunction Pursuant to Stipulation attached hereto as Exhibit No. 1.

**IT IS SO STIPULATED**

Dated: July 26, 2022

Respectfully Submitted,

ROB BONTA  
Attorney General of California



DAVID ZONANA  
Supervising Deputy Attorney General  
*Attorneys for Plaintiff People of the State of  
California*

Dated: \_\_\_\_\_, 2022

DIANA BECTON  
District Attorney of Contra Costa County

STACEY GRASSINI  
Senior Deputy District Attorney  
*Attorneys for Plaintiff People of the State of  
California*



1 Compliant, except as provided in the [Proposed] Judgment and Injunction Pursuant to Stipulation;  
2 and that entry of the [Proposed] Judgment and Injunction Pursuant to Stipulation is in the best  
3 interest of the public. Defendant agrees that the [Proposed] Judgment and Injunction Pursuant to  
4 Stipulation is a fair and reasonable resolution of the matters alleged in the Complaint.

5  
6 **PARTIES' STIPULATION REGARDING ENTRY OF JUDGMENT AND INJUNCTION  
PURSUANT TO STIPULATION**

7 The Parties, after opportunity for review by counsel, hereby stipulate and consent to the  
8 entry of the [Proposed] Judgment and Injunction Pursuant to Stipulation attached hereto as  
9 Exhibit No. 1.

10 **IT IS SO STIPULATED**

11 Dated: \_\_\_\_\_, 2022


Respectfully Submitted,

12  
13 **ROB BONTA**  
Attorney General of California

14  
15  
16 **DAVID ZONANA**  
Supervising Deputy Attorney General  
Attorneys for Plaintiff People of the State of  
17 California

18  
19 Dated: 7-19, 2022

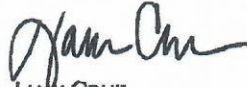
**DIANA BECTON**  
District Attorney of Contra Costa County

20  
21   
22 **STACEY GRASSINI**  
Senior Deputy District Attorney  
Attorneys for Plaintiff People of the State of  
23 California  
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26  
27



1 Dated: 7-19, 2022

MORGAN GIRE  
District Attorney of Placer County



JANE CRUE  
Senior Deputy District Attorney  
*Attorneys for Plaintiff People of the State of California*

2  
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6  
7 Dated: 7/19, 2022

ANNE MARIE SCHUBERT  
District Attorney of Sacramento County



DOUG WHALEY  
Supervising Deputy District Attorney  
*Attorneys for Plaintiff People of the State of California*

10  
11  
12  
13 Dated: July 25, 2022

TORI VERBER SALAZAR  
District Attorney of San Joaquin County



CELESTE KAISCH  
Deputy District Attorney  
*Attorneys for Plaintiff People of the State of California*

16  
17  
18  
19  
20 Dated: \_\_\_\_\_, 2022

KRISHNA A. ABRAMS  
District Attorney of Solano County

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23 DIANE NEWMAN  
Deputy District Attorney  
*Attorneys for Plaintiff People of the State of California*

1 Dated: \_\_\_\_\_, 2022

MORGAN GIRE  
District Attorney of Placer County

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JANE CRUE  
Senior Deputy District Attorney  
*Attorneys for Plaintiff People of the State of  
California*

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6

7 Dated: \_\_\_\_\_, 2022

ANNE MARIE SCHUBERT  
District Attorney of Sacramento County

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DOUG WHALEY  
Supervising Deputy District Attorney  
*Attorneys for Plaintiff People of the State of  
California*

11

12

13 Dated: \_\_\_\_\_, 2022

TORI VERBER SALAZAR  
District Attorney of San Joaquin County

14

15

16

CELESTE KAISCH  
Deputy District Attorney  
*Attorneys for Plaintiff People of the State of  
California*

17

18

19

20 Dated: July 19, 2022

KRISHNA A. ABRAMS  
District Attorney of Solano County

21

**Diane Newman**  
**2022.07.19 11:19:29 -07'00'**

22

23

DIANE NEWMAN  
Deputy District Attorney  
*Attorneys for Plaintiff People of the State of  
California*

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1 Dated: 7/17, 2022

SAFEWAY INC.

2 DocuSigned by:  
3 Tom McIntyre  
4 EADF8AF9E1F94CA...  
NAME: Tom McIntyre

5 Title: VP, Facilities, Retail Services, and  
6 Environmental

7 APPROVED AS TO FORM:

July 15

8 Dated: , 2022

9 DocuSigned by:  
10 Edward F Hanover  
11 Ed Hanover, Esq.  
12 36F0B6A602A64A4

11 Senior Vice President, Chief Ethics and Compliance Officer

**EXHIBIT 1**  
**To Stipulation For Entry of Final**  
**Judgment**



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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

**THE PEOPLE OF THE STATE OF CALIFORNIA,**  
  
Plaintiff,  
  
**v.**  
  
**SAFEWAY INC., a Delaware Corporation,**  
  
Defendants.

Case No.: 22CV015135  
  
**[PROPOSED] JUDGMENT AND INJUNCTION PURSUANT TO STIPULATION**  
  
Assigned for All Purposes to:  
Judge: Hon. Frank Roesch  
Dept.: 17

**Whereas,** Plaintiff, the People of the State of California (“Plaintiff”), appearing through its attorneys, Rob Bonta, Attorney General of the State of California, by David A. Zonana, Supervising Deputy Attorney General, and by the District Attorneys of Contra Costa, Placer, Sacramento, San Joaquin, and Solano, and Safeway Inc. (hereafter “Safeway”), appearing through counsel; and Plaintiff and Safeway having stipulated and consented to the entry of this Final Judgment and Injunction Pursuant to Stipulation (“Final Judgment”) and without trial or adjudication of any fact or law herein;

**Whereas**, Safeway asserts its continued commitment to compliance with California’s underground storage tank and underground storage system laws and regulations set forth herein and with the Enhanced UST Compliance Plan set forth in Paragraph 18 below, and

The Court having considered the pleadings and such arguments as may be had, and good cause appearing:

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

## DEFINITIONS

1. For purposes of this Final Judgment, unless otherwise specified, the definitions set forth in California Health and Safety Code sections 25281, 25281.5, and Title 23 of the California Code of Regulations, sections 2610 and 2611, as they exist on the date of entry of this Final Judgment, shall apply to the terms used herein:

a. "CUPA," is a certified unified program agency, which is an agency certified by the California Environmental Protection Agency pursuant to the requirements of Chapter 611 of the California Health and Safety Code, and Title 27 of the California Code of Regulations, to implement certain state environmental programs within the local agency's jurisdiction.

b. "Covered Facilities" shall mean any Safeway location listed in Exhibit A hereto and any facility that Safeway may own or operate after the date of entry of this Final Judgment where gasoline and/or other motor vehicle fuel is sold to the public.

c. "PA" shall mean "participating agency" as that term is used in Health and Safety Code section 25404, subdivision (a)(1)(C) and includes any agency that has been designated by the CUPA to administer one or more state environmental programs on behalf of the CUPA.

d. "Resolved Facility" and "Resolved Facilities" shall mean the Safeway retail gasoline facility listed in Exhibit A hereto.

e. "Safeway" shall mean the subsidiary of Albertsons Companies, Inc., Safeway Inc., including its branches, departments, divisions, affiliates, fictitious business names, subsidiaries (including The Vons Companies, Inc.), or predecessors.

1           f.       "UPA" shall mean a unified program agency certified by the California  
2       Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of  
3       Division 20 of the Health and Safety Code and the California Code of Regulations, title  
4       27, to implement certain state environmental programs within the local agency's  
5       jurisdiction.

6           g.       "UST" shall mean an underground storage tank and shall have the same  
7       meaning as the term is used in Health and Safety Code section 25281, subdivision (y).

8           h.       "UST system" shall have the same meaning as the term "underground tank  
9       system" as that term is used in Health and Safety Code section 25281, subdivision (z).

#### 10 11                                   **JURISDICTION AND VENUE**

12       2.   This action is brought under California law and this Court has jurisdiction over the subject  
13       matter and over Plaintiff and Safeway (collectively "the Parties").

14       3.   The Parties agree that the Superior Court for the County of Alameda is a proper venue for  
15       this action.

#### 16                                   **APPLICABILITY**

17       4.   Plaintiff alleges in its complaint filed on July 26, 2022 ("the Complaint"), that Safeway has  
18       committed violations of requirements imposed by the California Health and Safety Code and  
19       related implementing regulations that govern (a) the operation and maintenance of underground  
20       storage tanks ("USTs") and UST systems, and (b) the California Business and Professions Code  
21       prohibitions against unfair business practices relating to Safeway's ownership and operation of  
22       its retail gasoline station facilities in the State of California. The People and Safeway have  
23       agreed to enter into this Final Judgment.

24       5.   Safeway acknowledges that for the purposes of complying with the provisions of this Final  
25       Judgment that it shall be responsible for the actions of its officers, directors, representatives,  
26       successors, assigns, and all persons, employees, partnerships, corporations, and other entities  
27       acting under, by, through, on behalf of, or in concert with Safeway.

1 6. Nothing in this Final Judgment shall excuse Safeway, collectively or individually, from  
2 meeting more stringent requirements which may be imposed hereafter by changes in applicable  
3 and legally binding legislation, regulations, ordinances or permitting requirements.

4 **NO ADMISSION OR DENIAL**

5 7. This Final Judgment or any stipulation to such judgment is not an admission or denial by  
6 Safeway to the People or any to third party to any issue of law or fact in the above-captioned  
7 matter or any violation of any law, nor may it be used by the People for any purpose in any other  
8 proceeding except for the enforcement of this Final Judgment, to demonstrate the existence of the  
9 Final Judgment, or as otherwise allowed by law. The Parties enter into this Final Judgment  
10 pursuant to a compromise and settlement of disputed claims set forth in the Complaint for the  
11 purpose of furthering the public interest.

12 **INJUNCTION**

13 **Applicability**

14 8. The provisions of the injunction are applicable to Safeway, its successors and assigns, its  
15 subsidiaries, its agents, representatives, officers, directors, managers, and to all persons,  
16 employees, corporations, and other entities acting under, by, through, or on behalf of, or in  
17 concert with, Safeway with actual or constructive knowledge of this Final Judgment.

18 **General Provisions**

19 9. The retail gasoline station facilities that are or had been owned or operated by Safeway in the  
20 State of California as of the date of entry of this Final Judgment for which violations are alleged  
21 in the Complaint are listed on Exhibit A. For such facilities that were sold or divested, Safeway  
22 will identify those facilities on Exhibit A. The facilities listed on Exhibit A are the “Resolved  
23 Facilities” for purposes of this matter. The facilities identified as currently owned or operated by  
24 Safeway in Exhibit A and any retail gasoline facility that Safeway may own or operate after the  
25 date of entry of this Final Judgment in the State of California are the “Covered Facilities.”  
26 Except as provided expressly herein, nothing in this Final Judgment is intended to create liability  
27 for Safeway at any retail gasoline station facility for which it begins ownership or operation after  
28 the date of entry of this Final Judgment, based solely on the conduct or failure to act of prior

owners or operators of that retail gasoline station facility. For avoidance of doubt, the People retain all enforcement rights as to such prior owner or operators of such retail gasoline station facilities, if any, once Safeway assumes operation or ownership of such facilities.

10. Pursuant to California Health and Safety Code sections 25299.01, 25299.04, and the Unfair Competition Law as set forth in California Business and Professions Code section 17203, but subject to the termination provisions in Paragraphs 29.1 through 29.3 below, Safeway is enjoined and restrained from failing to comply with any of the following legal requirements at the Covered Facilities:

**10.1.** The provisions of Chapter 6.7 of Division 20 of the California Health and Safety Code, and its implementing regulations and local regulations under the jurisdiction of the applicable CUPA, PA, or UPA related to the installation, operation, modification, repair or closure of underground tank systems.

**10.2.** All regulations and county ordinances and all county and State of California permits and written orders with authority derived from the statutes and regulations referenced in Paragraph 10.1 and related to hazardous materials and the operation and maintenance of underground storage tank systems.

**10.3.** Notwithstanding any other provision in this Final Judgment, nothing in this Final Judgment shall prospectively relieve Safeway from complying with all applicable statutes, regulations and standards.

**Specific Injunctive Measures:**

**11. Leak-Detecting Sensors**

**11.1.** Safeway shall at all times equip all secondary containment, including under-dispenser containment, and under-dispenser spill control or containment systems, with a continuous monitoring system that either activates an audible and visual alarm or stops the flow of product when it detects a leak, as required by California Code of Regulations, title 23, section 2636(f)(1).

1           **11.2.**       Safeway shall install and place all leak-detecting sensors so that  
2 each is capable of detecting a leak at the earliest possible opportunity as required  
3 by California Code of Regulations, title 23, sections 2630(d) and 2641(a). Upon  
4 discovery, Safeway shall promptly replace or repair any sensor that, for any  
5 reason, becomes incapable of detecting a leak at the earliest possible opportunity.

6           **11.3.**       Unless required for the replacement, maintenance, or repair, no  
7 employee or agent of Safeway shall remove, reposition, adjust, replace or  
8 otherwise tamper with any sensor that is part of a functioning UST system such  
9 that the sensor is not capable of detecting a leak at the earliest possible  
10 opportunity, in violation of California Code of Regulations, title 23, sections  
11 2630(d) and 2641(a).

12           **11.4.**   All monitoring and leak-detecting equipment including, but not  
13 limited to, leak-detecting sensors shall be installed, calibrated, operated and  
14 maintained in accordance with the manufacturer's instructions as required by  
15 California Code Regulations, title 23, Section 2638(a).

16   **12.       Monitoring and Alarm Recording and Response**

17           **12.1.**       Safeway shall monitor UST systems using the method specified in  
18 its operating permit as required by Health and Safety Code section 25293 and  
19 California Code of Regulations, title 23, sections 2632(b) and 2641(g).

20           **12.2.**       Safeway shall keep UST monitoring systems powered on, in the  
21 proper operating mode (i.e., functional and not bypassed) and in good repair as  
22 required by California Code of Regulations, title 23, sections 2630(d) and  
23 2641(j).

24           **12.3.**Where the UST monitoring system registers an alarm, Safeway shall  
25 respond as required by law, including promptly recording the alarm and taking  
26 any other required action. Where a product "overfill alarm" occurs, in addition to  
27 taking any other required action, Safeway shall promptly notify the delivery  
28 driver's company of the overfill.



1                   **12.4.**     Where Safeway monitoring of interstitial space relies on the  
2                   mechanical or electronic detection of hazardous substances in the interstitial  
3                   space, the continuous monitoring system shall be connected to an audible and  
4                   visual alarm approved by the Local Agency (as that term is defined in Health and  
5                   Safety Code section 25281) as required by California Code of Regulations, title  
6                   23, section 2632(c)(2)(B).

7                   **12.5.**     Safeway shall ensure that all underground piping with secondary  
8                   containment is equipped with a continuous monitoring system that either activates  
9                   an audible or visual alarm or stops the flow of product at the dispenser when it  
10                  detects a leak as required by the California Code of Regulations, title 23, section  
11                  2636(f)(1).

12                  **12.6.**     In the event that corrective work is required to address the cause  
13                  of an alarm in the UST system, Safeway will complete the work promptly,  
14                  consistent with all applicable legal requirements. Nothing in this Paragraph  
15                  exempts Safeway from complying with any and all regulations and any applicable  
16                  local ordinances and permitting requirements or any requirements for reporting,  
17                  recording, or responding to unauthorized releases of hazardous substances.

18                  **12.7.**     Safeway shall give at least 48 hours' notice to the relevant CUPA  
19                  before conducting any monitoring or testing required by title 23 of the California  
20                  Code of Regulations section 2643(g).

21                  **12.8.**     Where the UST system testing or certification indicates a failure,  
22                  and where the failure would indicate to a reasonable operator that there is  
23                  potential for a release to the environment, Safeway shall immediately take all  
24                  appropriate action to prevent a release, including, but not limited to, shutting  
25                  down the affected portion of the UST system.

26       **13.     Testing and Certification; Failed Tests**

27                  **13.1.**     Safeway shall cause the spill containment structure testing required  
28                  by Health and Safety Code section 25284.2; the line tightness testing required by

1 California Code of Regulations, title 23, section 2636(f)(4); the secondary  
2 containment testing required by California Code of Regulations, title 23, section  
3 2637; the testing required for UST monitoring equipment certification required  
4 by California Code of Regulations, title 23, section 2638; and any monitoring or  
5 testing required under California Code of Regulations, title 23, section 2643 to  
6 occur as required by law. If compliance testing has been timely completed as  
7 required by law, but the corresponding certifications are subsequently rejected or  
8 considered a failure by any Local Agency or CUPA, Safeway shall either  
9 promptly resolve any dispute with such Local Agency or CUPA or cause the  
10 compliance testing to be redone.

11 **13.2.** Safeway shall give at least 48 hours' notice to the relevant  
12 Local Agency or CUPA before conducting any monitoring or testing  
13 specified in Paragraph 13.1.

14 **13.3.** Safeway shall affix to its monitoring equipment all required tags  
15 and stickers showing completion of the testing described in Paragraph 13.1.

16 **13.4.** In conducting secondary containment system testing, Safeway  
17 shall follow the recommended procedures of the relevant CUPA as they  
18 relate to containment sump wall seams and penetrations. In the event that  
19 Safeway is unsure of the CUPA's recommended procedures, it shall contact  
20 the relevant CUPA and obtain written clarification.

21 **13.5.** Safeway shall submit a complete copy of the test report for  
22 secondary containment system testing for any facility it owns or operates to the  
23 relevant CUPA within the time required by California Code of Regulations, title  
24 23, section 2637(e).

25 **14. Designated UST Operator**

26 **14.1.** Safeway shall at all times have a qualified designated UST  
27 operator for its tanks as required by California Code of Regulations, title 23,  
28

1 section 2715(b) and shall identify the designated UST operator to the relevant  
2 CUPA as required by California Code of Regulations, title 23, section 2715(a).

3 **14.2.** Safeway shall ensure that a qualified designated UST operator  
4 performs a monthly visual inspection of every UST system as required by  
5 California Code of Regulations, title 23, sections 2715(c) and 2716 and conducts  
6 the training required by California Code of Regulations, title 23, section 2715(f).

7 **14.3.** Safeway shall ensure that the designated UST operator has access  
8 to all materials (including, but not limited to, alarm history reports and logs), all  
9 areas of the facility and all employees necessary for the designated UST operator  
10 to complete the tasks required by California Code of Regulations, title 23,  
11 sections 2715 and 2716.

12 **14.4.** Safeway shall address any maintenance, repair or testing  
13 issues identified by the designated UST operator during the monthly  
14 inspection as required by law.

15 **14.5.** Safeway shall ensure that all designated operator reports and  
16 attachments are maintained on site for a minimum of thirty-six (36) months  
17 as required by title 23, section 2716.

18 **15. Permits, Authorizations and Approvals**

19 **15.1.** Safeway shall obtain, keep current and retain at its facilities, a  
20 permit to operate each UST as required by California Code of Regulations, title  
21 23, section 2712(i) and Health and Safety Code section 25284.

22 **15.2.** Safeway shall maintain on-site at its facilities, or off-site at a  
23 readily available location approved by the CUPA, written monitoring and  
24 maintenance records and shall make the records available to the CUPA or State  
25 Water Board as required by California Code of Regulations, title 23, section  
26 2712(b).

27 **15.3.** Pursuant to Health and Safety Code section 25286(a) and  
28 California Code of Regulations, title 23, section 2712, Safeway shall comply

1 with the terms of its UST permits, including, but not limited to, timely notifying  
2 the Local Agency of any changes to the information provided.

3 **15.4.** Safeway shall submit any proposed upgrade or repair of a UST  
4 system to the CUPA for its approval as required by California Code of  
5 Regulations, title 23, section 2660 and shall obtain the CUPA's approval before  
6 proceeding, pursuant to California Code of Regulations, title 23, section  
7 2662(a). If Safeway is unsure whether Local Agency approval is required for  
8 work on a UST system, it may request clarification from the Local Agency in  
9 writing and may rely in the CUPA's response. If no response is received within  
10 thirty (30) days of Safeway's request for clarification, and Safeway reasonably  
11 believe that no CUPA approval is required under law, Safeway may proceed as  
12 proposed, subject to all applicable laws.

13 **15.5.** Safeway shall not operate a UST system without having in place a  
14 monitoring and response plan approved by the CUPA and specified in the UST  
15 operating permit as required by California Code of Regulations, title 23, sections  
16 2632(b) and 2641(g). In addition, if a monitoring and response plan has been  
17 timely submitted as required by law, but is subsequently rejected or disapproved  
18 by any Local Agency or CUPA, Safeway shall either promptly resolve any  
19 dispute with such Local Agency or CUPA or cause a revised monitoring and  
20 response plan to be prepared and submitted.

21 **16. Other UST Requirements**

22 **16.1.** All UST systems shall meet the applicable operational  
23 requirements set forth in Health and Safety Code sections 25292.1(a), 25290.2,  
24 25291 and 25292 to the extent they apply to Safeway's UST systems.

25 **16.2.** For any unauthorized release, as defined in Health and Safety  
26 Code section 25295.5, Safeway shall record the unauthorized release, timely  
27 notify the Local Agency of the unauthorized release and timely provide to the  
28 Local Agency a full written report of the unauthorized release as required by

Health and Safety Code sections 25294 and 25295(a)(1) and California Code of Regulations, title 23, sections 2650 through 2652.

**16.3.** Safeway shall maintain and make available for review by the Local Agency or CUPA, all written monitoring and maintenance records as required by California Code of Regulations, title 23, section 2712(b).

**16.4.** Safeway shall maintain evidence of financial responsibility for taking corrective action and for compensating third parties as required by Health and Safety Code section 25292.2. Proof of financial responsibility must be filed each year on time as required by Health and Safety Code section 25292.2 and related regulations.

**17. Inspection for and Removal of Liquid and Debris**

**17.1.** Safeway shall have a means for monitoring water intrusion by precipitation or infiltration into the secondary containment as required by California Code of Regulations, title 23, section 2630(d) and Health and Safety Code section 25291(e).

**17.2.** Upon discovery, Safeway shall remove any liquid or debris that has accumulated in the secondary containment system pursuant to the maintenance and operating requirements contained in California Code of Regulations, title 23, sections 2630(d), 2631(d)(4), 2632(d)(2) and 2635(c)(6).

**18. Mandatory Injunctive Provisions – Enhanced Compliance Plan**

**18.1.** For a period of five (5) years after the entry of the Final Judgment, Safeway shall continuously employ and maintain a corporate officer or employee knowledgeable in the California laws that are applicable to the USTs at the Covered Facilities as an “Environmental Compliance Manager.” Safeway may rely on more than one employee to share the responsibilities of the Environmental Compliance Manager. The Environmental Compliance Manager’s responsibilities shall include managing Safeway’s compliance with the injunctive terms in the Final Judgment, collecting and maintaining copies of all written

1 notices of violation and documentation of any unauthorized releases of product or  
2 hazardous substances, including but not limited to Notices of Violation (“NOVs”)  
3 and inspection reports issued or prepared by a Local Agency or other regulatory  
4 entity, relating to the Covered Facilities, for a period of five (5) years and  
5 assessing the Covered Facilities’ compliance with applicable laws and  
6 regulations, advising Safeway’s personnel on compliance with all California laws  
7 that are applicable to USTs, and correcting any noted deficiencies or violations  
8 within the time required by law. Safeway shall have the right to retain a third-  
9 party contractor to perform all or part of the Environmental Compliance  
10 Manager’s responsibilities set forth in the Final Judgment, in lieu of having such  
11 responsibilities performed by a corporate officer or employee. If Safeway elects  
12 to retain a third-party contractor to perform all or part of the responsibilities set  
13 forth in the Final Judgment, Safeway shall remain responsible for the actions of  
14 said contractor and shall not otherwise be relieved of the requirements set forth in  
15 the Final Judgment. The Environmental Compliance Manager may not be the  
16 same person, contractor, or entity that Safeway uses to meet UST monitoring and  
17 testing regulatory requirements under Chapter 6.7 of Division 20 of the California  
18 Health and Safety Code and the UST Regulations. Within thirty (30) days of the  
19 entry of the Final Judgment, Safeway shall notify the People regarding the  
20 identity of each Environmental Compliance Manager and provide thirty (30) days  
21 notice to the People of any change of personnel regarding that position.

22 **18.2.** Beginning one year after the entry of the Final Judgment in this  
23 matter and continuing for five (5) years from the entry of the Final Judgment,  
24 Safeway’s Environmental Compliance Manager shall submit to the People an  
25 annual status report (hereinafter “Status Report”) describing Safeway’s program  
26 for compliance with the terms of the injunction and the implementation of such  
27 compliance program, and any material changes made to the program in the  
28 preceding year. Each Status Report shall also contain a chart summarizing all



1 annual monitoring system certifications, Designated Operator reports, CUPA  
2 inspections, and NOVs along with any corrective action that Safeway has  
3 implemented to respond to findings identified in DO reports, CUPA inspections,  
4 and NOVs for the previous twelve-month reporting period including the date of  
5 any correction or return to compliance. Such reports shall also include, but not  
6 be limited to, an evaluation of whether Safeway has implemented sufficient  
7 compliance management systems to satisfactorily address and implement the  
8 provisions of this Final Judgment, an evaluation of potential noncompliance  
9 with the injunctive provisions of this Final Judgment at any of the Safeway  
10 Facilities, a description and evaluation of corrective measures, if any, that were  
11 taken by Safeway in response. In reaching conclusions regarding compliance  
12 with the injunctive provisions of this Final Judgment, the reports shall consider,  
13 evaluate and discuss: (a) the probable reasons for noncompliance with the  
14 injunctive provisions of the Final Judgment based on non-compliance with the  
15 law discovered by Designated Operators or CUPAs during the reporting period;  
16 and (b) whether there are patterns of noncompliance at any or all of the  
17 Safeway Facilities. Each Status Report shall be signed by Safeway's  
18 Environmental Compliance Manager, or if the Environmental Compliance  
19 Manager is a third-party contractor, by an officer or management representative  
20 of Safeway, and shall contain the following certification:

21 "To the best of my knowledge, based on information and belief and after  
22 reasonable investigation, I declare (or certify) under penalty of perjury that  
23 the information contained in or accompanying this submission is true,  
24  
25  
26  
27  
28

1 accurate, and complete. I am aware there are civil and criminal penalties  
2 for submitting false information.”  
3

4 **PAYMENTS BY SAFEWAY**

5 **19.** Upon entry of this Final Judgment, Safeway shall be liable for the total amount of eight  
6 million dollars (\$8,000,000.00) in civil penalties and costs to be paid and credited as set forth in  
7 Paragraphs 19.1 through 19.4 below. All payments made pursuant to this Final Judgment shall be  
8 made by check or wire transfer delivered to the Attorney General's Office at the address provided  
9 in Paragraph 25 or pursuant to wire transfer instructions within thirty (30) days of the date of  
10 entry of this Final Judgment. Safeway shall be liable for a late fee of \$10,000 per day for each day  
11 that a payment due under this Final Judgment is late.

12 **19.1. Civil Penalties:** Safeway shall be liable to pay seven million five hundred  
13 thousand dollars (\$7,500,000.00) as civil penalties pursuant to Health and Safety Code  
14 Sections 25299, Business and Professions Code Section 17206, and Government Code  
15 Section 26506, less the credits against penalties of one million seven hundred thousand  
16 dollars (\$1,700,000.00) set forth in paragraphs 19.3 and 19.4, below. Safeway's  
17 payment of penalties, net of the above credits, shall be distributed to the prosecuting  
18 agencies/regulatory agencies identified in, and in accordance with the terms of, Exhibits  
19 B - 1 (Prosecuting Offices) and B – 2 (Regulatory Agencies), attached.

20 **19.2. Reimbursement of Attorneys' Fees And Costs:**  
21 Safeway shall pay five hundred thousand dollars (\$500,000.00) as reimbursement  
22 of attorneys' fees, costs of investigation, and other costs of enforcement, to the  
23 entities identified in, and in accordance with the terms of, Exhibit C - 1  
24 (Prosecuting Offices) and C - 2 (Regulatory Agencies), attached.

25 **19.3. Supplemental Environmental Projects Selected by the People:**  
26 Safeway shall be liable to pay, in lieu of additional civil penalties, \$600,000 for  
27 supplemental environmental projects identified in, and in accordance with the  
28 terms of, Exhibit D, attached.

1                   **19.4. “Beyond Compliance” actions by Safeway for Credits Against Civil**  
2                   **Penalties Owed:**     Safeway shall be entitled to a credit against civil penalties in the  
3                   amount of one million one hundred thousand dollars (\$1,100,000.00) if, within the  
4                   period from entry of the Final Judgment to five years after the entry of the Final  
5                   Judgment, Safeway demonstrates that it has spent at least two million two hundred  
6                   thousand dollars (\$2,200,000) on measures to enhance compliance, and in accordance  
7                   with the terms of Paragraph 18. Within sixty (60) days following five years after the  
8                   entry of the Final Judgment, Safeway shall identify and certify to the People under  
9                   penalty of perjury the amount of money spent and the activities performed pursuant to  
10                  this Paragraph. Failure to spend the amount of two million two hundred thousand  
11                  dollars (\$2,200,000.00) as required by this Paragraph will result in a liability for the  
12                  payment of civil penalty equal to the difference between the amount actually expended  
13                  and two million two hundred thousand dollars. Safeway shall pay this liability within  
14                  sixty (60) days after the certification of the amount of money spent or after a  
15                  determination by the Court that Safeway did not spend the full two million two hundred  
16                  thousand dollars (\$2,200,000.00) on the approved enhanced compliance measures  
17                  during the required period.

18                   **ENFORCEMENT AND LIABILITY FOR NONCOMPLIANCE**

19                  **20.**     The People may move the Court for additional relief for violation of any provision of this  
20                  Final Judgment, including but not limited to, contempt, additional injunctive remedies, or  
21                  additional penalties as provided for by the authority set forth herein. The Court shall retain  
22                  continuing jurisdiction to enforce the injunctive terms of this Final Judgment and to address any  
23                  other matters arising out of or relating to the injunctive provisions this Final Judgment. Nothing in  
24                  this Final Judgment shall limit any rights of the People to seek any other relief or remedies  
25                  provided by law in a separate or independent action.

26                         **20.1.** The provisions in this Final Judgment will be enforceable only by the  
27                         Parties hereto.  
28

1           **20.2.** If Plaintiff believes that Safeway has failed to comply with the injunctive  
2 relief provisions set forth in Paragraphs 10 through 18, inclusive, of this Final  
3 Judgment, solely as to any alleged violations that do not constitute an “imminent  
4 threat to human health or safety or the environment” as defined by Title 23,  
5 section 2717(b) of the California Code of Regulations, or an “imminent and  
6 substantial endangerment to the public health or safety or the environment”  
7 pursuant to Health and Safety Code section 25187, prior to moving to enforce  
8 those injunctive provisions of this Final Judgment, Plaintiff will serve a Notice of  
9 Deficiency on Safeway pursuant to Paragraphs 25 and 26 below that, to the extent  
10 available information allows, (1) identifies the specific instance and dates of non-  
11 compliance, (2) identifies proposed action(s) that Safeway might take to remedy  
12 that non-compliance, if the non-compliance is alleged to be ongoing, and (3)  
13 requests that Safeway remedy the non-compliance in the time period specified in  
14 the Notice of Deficiency, or in the alternative, the time period agreed to by the  
15 Parties after service of the Notice of Deficiency. If, after the period set by  
16 Plaintiff for Safeway to remedy the violation has passed (or at any time in  
17 Plaintiff’s discretion if no period for Safeway’s remedy is allowed), Plaintiff  
18 believes that Safeway remains deficient in its compliance with the requirements  
19 contained in the provisions of Paragraphs 10 through 18, inclusive, of this Final  
20 Judgment, Plaintiff may move this Court for appropriate relief, including but not  
21 limited to seeking sanctions, contempt or other relief as provided by law for  
22 violation of the Final Judgment. A violation by Safeway of the provisions  
23 imposed by Paragraphs 10 through 18, inclusive, of the Final Judgment shall be  
24 considered a claim separate and in addition to any claim that may be made by  
25 Plaintiff, CUPA, PA, UPA, or any other prosecution or enforcement agency for a  
26 violation by Safeway of the underlying statutory or regulatory requirements,  
27 which may be enforced separately in another proceeding. Plaintiff reserves its  
28 right to assert a claim, separate and independent of, and in addition to, any claim

1 made pursuant to this Final Judgment, for violations of the underlying statutory or  
2 regulatory requirements. For potential violations by Safeway of the provisions  
3 imposed by Paragraphs 10 through 18, inclusive, of the Final Judgment entered in  
4 this action, Plaintiff may consider whether it is appropriate to seek monetary  
5 relief against Safeway if an amount of penalties has been previously awarded to a  
6 CUPA, PA, UPA, or other enforcement agency for the same underlying statutory  
7 or regulatory violation having to do with the same course of conduct. Except as  
8 provided in Paragraph 31 and below, nothing in this Final Judgment shall restrict  
9 or condition the ability of the Plaintiff, a CUPA, PA, UPA, or any other  
10 enforcement agency to separately administer, to initiate a separate new  
11 enforcement action or take immediate action to protect the public health and/or  
12 environment or to enforce state laws or regulations, County Codes, or the  
13 provisions of any order or permit issued by any other agency or entity.

14 **20.3.** Consistent with the terms of Paragraph 20.2 above, the Parties agree to  
15 meet and confer at least ten (10) business days prior to the filing by Plaintiff of  
16 any motion to assess any penalties pursuant to this Paragraph for violations of  
17 the injunctive provisions of this Final Judgment, and further agree to negotiate  
18 in good faith in an effort to fully resolve any such proposed penalty assessments  
19 and alleged violation of this injunction at the Covered Facilities pursuant to this  
20 Paragraph without judicial intervention. A violation by Safeway of the  
21 provisions imposed by Paragraphs 10 through 18, inclusive, of this Final  
22 Judgment and its subdivision shall be considered a claim separate and in  
23 addition to any claim that may be made by Plaintiff, a CUPA, PA, UPA, or other  
24 enforcement agency for a violation by Safeway of the underlying statutory or  
25 regulatory requirements, which may be enforced separately in another  
26 proceeding. Plaintiff reserves its right to assert a claim, separate and  
27 independent of, and in addition to, any claim made pursuant to this Final  
28 Judgment, for violations of the underlying statutory or regulatory requirements.

1                   **20.4.** In the event that Plaintiff files any motion pursuant to this Paragraph or  
2 brings an independent enforcement action, Safeway reserves and retains all rights  
3 and defenses to oppose Plaintiff's motion or independent enforcement actions.

4                   **20.5.** Except as expressly provided in this Final Judgment, nothing in  
5 this Paragraph or in this Final Judgment is intended, nor shall it be  
6 construed, to preclude the Plaintiff, a CUPA, PA, UPA, or any other agency  
7 to separately administer or enforce state laws, or regulations, local codes or  
8 ordinances, or the provisions of any order or permit issued by a CUPA, PA,  
9 or UPA. Except as expressly provided in this Final Judgment, Safeway  
10 retains all of its defenses to the exercise of the aforementioned enforcement  
11 authority.

12                   **NON-LIABILITY OF THE PEOPLE**

13                   21.           The People shall not be liable for any injury or damage to any person or property  
14 resulting from any act or omission by Safeway, or any of its directors, officers, employees,  
15 agents, representatives or contractors, in carrying out activities pursuant to this Final Judgment,  
16 nor shall the People be held as a party to or guarantor of any contract entered into by Safeway, its  
17 directors, officers, employees, agents, representatives or contractors, in carrying out the  
18 requirements of this Final Judgment.

19                   **AUTHORITY TO ENTER STIPULATION**

20                   22.           Each signatory to this Final Judgment certifies that he or she is fully authorized  
21 by the party he or she represents to enter into this Final Judgment, to execute it on behalf of the  
22 party represented, and to legally bind that party. This Final Judgment may be executed by the  
23 Parties in counterparts, and when a copy is signed by an authorized representative of each party,  
24 the stipulation shall be effective as if a single document were signed by all Parties.

1 **INTEGRATION**

2 23. This Final Judgment constitutes the entire agreement between the Parties as to  
3 the matters addressed herein and shall not be amended or supplemented except upon written  
4 order of this Court.

5 **COSTS AND FEES**

6 24. Safeway agrees that it shall bear its respective costs, expenses and fees,  
7 including attorneys' fees, in connection with this Final Judgment and any related actions.

8 **NOTICE**

9 25. All submissions and notices required by this Final Judgment shall be made in  
10 writing and sent to:

11  
12 **For Plaintiff:**

13  
14 Office of the Attorney General  
15 David A. Zonana  
16 Supervising Deputy Attorney General  
17 1515 Clay Street, 20<sup>th</sup> Floor  
18 P.O. box 70550  
19 Oakland, CA 94621-1934  
20 E-mail: [David.Zonana@doj.ca.gov](mailto:David.Zonana@doj.ca.gov)

21 Celeste Kaisch  
22 Deputy District Attorney  
23 San Joaquin County District Attorney's Office  
24 222 E. Weber Avenue, Room 202  
25 Stockton, CA 95202  
26 E-mail: [celeste.kaisch@sjcda.org](mailto:celeste.kaisch@sjcda.org)

27 Diane Newman  
28 Deputy District Attorney  
Solano County District Attorney's Office  
675 Tuolumne Street, Suite 4500  
Fairfield, CA 94533  
E-mail: [dmnewman@SolanoCounty.com](mailto:dmnewman@SolanoCounty.com)

1 **For Safeway:**

2 Jon-Peter Kelly  
3 Senior Vice President – Head of Litigation  
4 150 E. Pierce Road  
5 Itasca, Illinois 60143  
6 [jon-peter.kelly@albertsons.com](mailto:jon-peter.kelly@albertsons.com)

6 26. Any party may change the individual or the address for purpose of notices to that party  
7 by a written notice specifying a new individual or address, but no such change is effective until  
8 the written notice is actually received by the party sought to be charged with its contents. All  
9 notices or other communications required or permitted under this Final Judgment that are  
10 addressed as provided in this Paragraph are effective upon delivery if delivered personally or by  
11 overnight mail, or if delivered by certified mail are effective five (5) calendar days following  
12 deposit with the United States Postal Service. However, nothing in this Final Judgment shall be  
13 interpreted or applied to relieve Safeway of its existing obligations to provide notification or  
14 documentation to a local agency or CUPA as required by statute, regulation, or requirement.

15 **NO WAIVER OF RIGHT TO ENFORCE**

16 27. The failure of Plaintiff to enforce any provision of this Final Judgment shall in no way  
17 be deemed a waiver of such provision, or in any way affect the validity of this Final Judgment.  
18 The failure of Plaintiff to enforce any such provision shall not preclude Plaintiff from later  
19 enforcing the same or any other provision of this Final Judgment during the period that  
20 provision of the Final Judgment remains in effect. No oral advice, guidance, suggestions or  
21 comments by employees or officials of any party regarding matters covered in this Final  
22 Judgment shall be construed to relieve any party of its obligations required by this Final  
23 Judgment.

24 **CONTINUING JURISDICTION**

25 28. Parties submit to the continuing jurisdiction of this Court for the following purposes:

26 **28.1.** Entering this Final Judgment;

27 **28.2.** Adjudicating any proceeding to enforce this Final Judgment  
28 consistent with and as provided in Paragraph 20 above;



1                   **28.3.** Adjudicating any contempt of this Final Judgment consistent with and  
2 as limited by Paragraph 20.2 above;

3                   **28.4.** Resolving any dispute that may arise regarding the meaning, effect,  
4 and interpretation of this Final Judgment; and

5                   **28.5.** Issuing such further orders as may be necessary and appropriate for  
6 the interpretation, implementation, modification, and enforcement of this Final  
7 Judgment consistent with and as limited by Paragraph 20 above.

8                   **TERMINATION OF THE INJUNCTION**

9                   **29.1.** At any time after this Final Judgment has been in effect for five (5) years, and  
10 Safeway has paid and expended any and all amounts due under this Final Judgment, and have  
11 maintained substantial compliance with the injunctive terms of Paragraphs 10 through 17,  
12 Safeway may file a motion requesting a Court order that the injunctive provisions of Paragraphs  
13 10 through 17 shall have no prospective force or effect based on Safeway's showing of substantial  
14 compliance with the injunctive terms of this Final Judgment. Safeway shall notify the People of  
15 their intent to file the motion at least 60 calendar days prior to filing the motion. After Safeway  
16 has served on the People written notice of their intent to file a motion to terminate the injunctive  
17 provisions of this Final Judgment, the Parties agree that they will meet and confer within 15  
18 calendar days of the People's receipt of such written notice to discuss the proposed motion and  
19 Safeway's compliance with the terms of this Final Judgment, and to determine if a stipulation for  
20 termination can be reached.  
21  
22

23                   **29.2.** In the event that Safeway files a motion to terminate the injunctive provisions of  
24 the Final Judgment, the motion shall be served on the People no later than 90 calendar days prior  
25 to the hearing date. None of the injunctive provisions of this Final Judgment will terminate  
26 pending the Court's final ruling on Safeway's motion. The People may file an opposition to such  
27 motion within 45 days of receipt of Safeway's noticed motion. If there is an opposition, Safeway  
28

1 may file its reply within 21 days of service of any opposition by the People. In the event that the  
2 People do not file an opposition to the motion, that non-opposition shall not constitute a waiver or  
3 estoppel of the People's authority to otherwise enforce any violation of law or of the injunction,  
4 and shall have no evidentiary effect. The Parties agree that the Court may grant Safeway's  
5 motion upon determining that Safeway has demonstrated that it has paid any and all amounts due  
6 under this Final Judgment and has maintained substantial compliance with its obligations set forth  
7 in this Final Judgment. If the Court does not grant Safeway's motion or does not grant a  
8 termination of all injunctive requirements of Paragraphs 10 through 17, Safeway may file a  
9 subsequent motion asking for termination of the unterminated injunctive requirements, consistent  
10 with the terms of this Paragraph, provided that such motion is filed no sooner than one year after  
11 the Court issues its order denying Safeway's prior motion.  
12

13  
14 **29.3.** In the event the injunction set forth herein is terminated upon motion of Safeway,  
15 the termination of the injunctive provisions of this Final Judgment shall have no effect on  
16 Safeway's obligation to comply with all applicable requirements imposed by statute, regulation,  
17 ordinance, or law.  
18

### 19 **NOTIFICATION TO OPERATORS**

20 **30.** Safeway shall provide a copy of the Final Judgment and a summary of the Final  
21 Judgment to each manager of a Covered Facility within thirty (30) calendar days after entry of  
22 this Final Judgment, and to each manager of any retail gasoline facility that Safeway may own  
23 or operate after entry of this Final Judgment in the State of California within thirty (30) calendar  
24 days of initiation of ownership and operation. Safeway shall provide each succeeding manager  
25 with a copy of the Final Judgment until the Injunctive terms are terminated in accordance with  
26 Paragraph 29.  
27  
28

1                                    **MATTERS RESOLVED BY THIS FINAL JUDGMENT**

2                    **31.**     This Final Judgment is a final and binding resolution and settlement as to  
3 Safeway and the Covered Matters as described in Paragraph 34 below.

4                    **32.**     Safeway and its current or former parents, subsidiaries, and affiliates, and each  
5 of their subsidiaries, affiliates, successors, heirs, assigns, and each of their respective officers,  
6 directors, shareholders, partners, employees, representatives, agents, members, managing  
7 members, managers, property owners, board members, and facility operators covenants not to  
8 sue or to pursue any civil or administrative claims against the People or against any agency of  
9 the State of California, any county, or city in the State of California or any CUPA, PA, UPA or  
10 local agency (collectively “Agencies”), or against any of its officers, employees,  
11 representatives, agents or attorneys, arising out of or related to any Covered Matter defined in  
12 Paragraph 34 below; provided, however, that if any Agencies initiate claims against Safeway  
13 that are independent of the claims asserted in this action, Safeway reserves any and all rights,  
14 claims, demands and defenses against such Agencies.

15                   **33.**     Any claim, violation, or cause of action that is not a Covered Matter as defined  
16 in Paragraph 34 below is a “Reserved Claim.” Reserved Claims include, without limitation, any  
17 violation that occurs after the Effective Date of this Final Judgment, including any claim,  
18 violation, or cause of action directly against Safeway’s independent contractors or  
19 subcontractors. Plaintiff reserves the right to pursue any Reserved Claim and Safeway reserve  
20 the right to assert any defenses against any Reserved Claim; provided, however, that in any  
21 subsequent action that may be brought by Plaintiff to enforce any Reserved Claims, Safeway  
22 shall not assert, plead or raise against Plaintiff in any fashion any defense or avoidance based on  
23 splitting of claims. This Paragraph does not prohibit Safeway from asserting any statute of  
24 limitations defense that may be applicable to any Reserved Claim.

25                   **34.**     Except as provided below in this Final Judgment, as used herein,  
26 “Covered Matters” means any and all claims, violations, or causes of action alleged in  
27 the Complaint or which could have been asserted by Plaintiff based on the acts,  
28 omissions, and/or events through the date of filing of the Complaint that are alleged in

1 the Complaint filed in this action. Except as otherwise provided in this Final  
2 Judgment, Plaintiff covenants not to sue or pursue any further civil claims, actions, or  
3 penalties against Safeway and its current or former parents, subsidiaries, and affiliates,  
4 and each of their subsidiaries, affiliates, successors, heirs, assigns, and each of their  
5 respective officers, directors, shareholders, partners, employees, representatives,  
6 agents, members, managing members, managers, property owners, board members, and  
7 facility operators, with regard to any Covered Matter at any Resolved Facility.

8 **34.1.** “Covered Matters” shall not include any claims or causes of action or  
9 requests for relief, if any, that are being pursued against Safeway in any other  
10 judicial or administrative action which is pending at the time of the entry of  
11 this Final Judgment.

12 **34.2.** “Covered Matters” shall not preclude, on or after the Effective Date of the  
13 Final Judgment entered in this action, the issuance of any requirement or order that  
14 Safeway shall investigate and/or remediate a release, spill, leak, disposal or  
15 discharge, or investigate and remediate a suspected release, spill, leak, disposal  
16 or discharge at or from any of the Released Facilities pursuant to the  
17 requirements of Chapter 6.7 of the Health and Safety Code or any other law,  
18 statute, or regulation and the initiation of any enforcement action for all remedies  
19 available under such laws. Further, the Final Judgment entered in this action shall  
20 not constrain in any manner claims, causes of action, enforcement or corrective  
21 action orders that have been or may be filed or issued concerning the  
22 investigation and/or remediation of a release, spill, leak, disposal or discharge or  
23 suspected release, spill, leak, disposal or discharge of hazardous waste,  
24 hazardous material, hazardous substance and/or pollutant or designated  
25 contaminant at or from any of the Resolved Facilities. Furthermore, neither the  
26 allegations in the Complaint in this action, nor this Final Judgment, shall  
27 constitute notice or discovery by any governmental entity of any unknown or  
28 undiscovered release, spill, leak, disposal or discharge or suspected release of

any contaminant at any of the Resolved Facilities, for purposes of statute of limitations claims.

35. Safeway reserves all of its rights and preserves all defenses as to any matter not specifically addressed as a “Covered Matter” in this Final Judgment. Moreover, this Final Judgment shall not preclude Safeway from asserting any such rights and defenses, including without limitation defenses based on the statutes of limitations, as to any claims, causes of action, enforcement, or orders not specifically addressed in this Final Judgment, whether issued or asserted by the People or any other governmental entity.

#### **INTERPRETATION**

36. This Final Judgment shall be deemed to have been drafted equally by all Parties hereto. Accordingly, the Parties hereby agree that any and all rules of construction to the effect that ambiguity is construed against a drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Final Judgment.

#### **INCORPORATION OF EXHIBITS**

37. All Exhibits identified in and attached to this Final Judgment are incorporated as provisions and requirements of this Final Judgment, and are enforceable thereby.

#### **EFFECTIVE DATE**

38. The “Effective Date” of the Final Judgment shall be that date of entry by the Court.

**IT IS SO ORDERED,**

Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. FRANK ROESCH  
JUDGE OF THE SUPERIOR COURT  
ALAMEDA COUNTY SUPERIOR  
COURT

*People of the State of California v. Safeway Inc.* (Case No. 22CV015135)

# **EXHIBIT A**

# Exhibit A - FACILITY LIST

Store #	STORE BRAND	ADDRESS	CITY	ST	ZIP	Open Date	Closed Date	County
2708	Safeway Fuel	2234 Otis Drive	ALAMEDA	CA	94501	10/31/08		Alameda
3281	Safeway Fuel	501 Willie Stargell Avenue	ALAMEDA	CA	94501	1/30/15		Alameda
1953	Safeway Fuel	7497 Dublin Blvd	DUBLIN	CA	94568	11/28/01		Alameda
1257	Safeway Fuel	4273 First Street	LIVERMORE	CA	94551	6/26/02		Alameda
2856	Safeway Fuel	6782 Bernal Avenue	PLEASANTON	CA	94566	2/15/13		Alameda
8416MP	SAN LEANDRO MILK	2000 ADAMS AVE.	SAN LEANDRO	CA	94577	1974		Alameda
2778	Safeway Fuel	12270 Industry Blvd	JACKSON	CA	95642	12/30/06		Amador
1125	Safeway Fuel	1350 East Avenue East	CHICO	CA	95926	9/8/04		Butte
1651	Safeway Fuel	790 Mangrove Avenue East	CHICO	CA	95926	7/17/02		Butte
1259	Safeway Fuel	3431 Deer Valley Road	ANTIOCH	CA	94531	2/10/06		Contra Costa
1917	Safeway Fuel	14830 Highway 4	BYRON	CA	94505	2/19/03		Contra Costa
5813	Safeway Express	4000 San Pablo Avenue	HERCULES	CA	94547	4/14/21		Contra Costa
2941	Safeway Fuel	701 Contra Costa Blvd	PLEASANT HILL	CA	94523	2/16/12		Contra Costa
2712	Safeway Fuel	11060 Bollinger Canyon Road	SAN RAMON	CA	70815	8/24/07		Contra Costa
2683	Safeway Fuel	2213 Francisco Drive	EL DORADO HILLS	CA	95762	2/1/07		El Dorado
5809	Safeway Express	3387 Bass Lake Road	EL DORADO HILLS	CA	95762	6/24/20		El Dorado
1724	Safeway Fuel	3983 Missouri Flat Road	PLACERVILLE	CA	95667	12/10/04		El Dorado
1824	Safeway Fuel	3376 Lake Tahoe Blvd	SOUTH LAKE TAHOE	CA	87402	1/5/13		El Dorado
1756	Vons Fuel	1650 Herndon Avenue	CLOVIS	CA	93611	8/29/01		Fresno
1753	Vons Fuel	1190-D North Main Street	BISHOP	CA	93514	12/3/08		Inyo
1625	Vons Fuel	1320 West Redondo Beach Blvd	GARDENA	CA	90247	12/2/03		Los Angeles County
2502	Vons Fuel	510 East Manchester Blvd	INGLEWOOD	CA	60614	7/24/02		Los Angeles County
2832	Vons Fuel	1604 E. Foothill Blvd	LA VERNE	CA	91750	4/17/08		Los Angeles County
1638	Vons Fuel	4224 Woodruff Avenue	LAKEWOOD	CA	90713	6/13/01		Los Angeles County
3076	Vons Fuel	1818 Ximeno Avenue	LONG BEACH	CA	46307	4/9/03		Los Angeles County
2409	Vons Fuel	40044 Hwy 49	OAKHURST	CA	93644	8/28/02		Madera

Exhibit A - FACILITY LIST

2828	Safeway Fuel	5700 Nave Drive	NOVATO	CA	94949	8/22/08		Marin
965	Safeway Fuel	811 So Main Street	WILLITS	CA	95490	9/22/06		Mendocino
2654	Safeway Fuel	1512 Constitution Avenue	SALINAS	CA	93905	4/30/04		Monterey
1883	Safeway Fuel	105 American Canyon Road	AMERICAN CANYON	CA	94503	10/24/01		Napa
6758DC	BREA_DC	200 N. PUENTE STREET	BREA	CA	92821	1972		Orange
6759DC	IRVINE_DC	9300 TOLEDO WAY	IRVINE	CA	92618	1981		Orange
1761	Safeway Fuel	71 Lincoln Blvd	LINCOLN	CA	95648	12/8/06		Placer
1866	Safeway Fuel	2240 Sunset Blvd	ROCKLIN	CA	95765	8/22/01		Placer
1899	Safeway Fuel	1205 Cirby Way	ROSEVILLE	CA	95661	11/13/02		Placer
1617	Safeway Fuel	3998 Douglas Blvd	ROSEVILLE	CA	95661	3/19/03		Placer
2620	Safeway Fuel	9035 Woodcreek Oaks Blvd	ROSEVILLE	CA	95747	3/4/05		Placer
2818	Vons Fuel	11810 De Palma Road	CORONA	CA	92883	10/16/08		Riverside
2596	Vons Fuel	433 Magnolia Avenue	CORONA	CA	92879	6/16/04		Riverside
2177	Vons Fuel	14030 Palm Drive	DESERT HOT SPRINGS	CA	92240	1/7/04		Riverside
2688	Vons Fuel	6110 Hammer Avenue	MIRA LOMA	CA	91752	5/27/05		Riverside
2660	Vons Fuel	38995 Sky Canyon Drive	MURRIETA	CA	92563	9/15/04		Riverside
2384	Vons Fuel	4701 East Palm Canyon Blvd	PALM SPRINGS	CA	92264	12/15/11		Riverside
1560	Safeway Fuel	4040 Manzanita Avenue East	CARMICHAEL	CA	95608	5/7/03		Sacramento
1895	Safeway Fuel	5400 Dewey Drive	FAIR OAKS	CA	95628	9/15/04		Sacramento
1746	Safeway Fuel	10605 Folsom Blvd	RANCHO CORDOVA	CA	95670	12/20/13		Sacramento
2697	Safeway Fuel	2811 Del Paso Road	SACRAMENTO	CA	95835	10/8/04		Sacramento
1289	Safeway Fuel	8369 Elk Grove Florin Road	SACRAMENTO	CA	95829	12/11/02		Sacramento
1757	Safeway Fuel	591 Tres Pinos Road	HOLLISTER	CA	95023	6/19/02		San Benito
2681	Vons Fuel	101 West Foothill Blvd	UPLAND	CA	91786	6/27/03		San Bernardino
2344	Vons Fuel	351 West Felicita Avenue	ESCONDIDO	CA	92025	6/12/03		San Diego County
4627	Vons Fuel	1680 Garnet Street	PACIFIC BEACH	CA	92109	9/27/06		San Diego County
1769	Safeway Fuel	2802 Country Club Blvd	STOCKTON	CA	95204	7/20/01		San Joaquin
2707	Safeway Fuel	6425 North Pacific Avenue	STOCKTON	CA	95207	4/23/04		San Joaquin
2600	Safeway Fuel	1897 West 11th Street	TRACY	CA	95376	9/25/02		San Joaquin
4607	Vons Fuel	550 West Teft Street	NIPOMA	CA	93444	1/31/01		San Luis Obispo
1738	Vons Fuel	600 North H Street	LOMPOC	CA	93436	2002	3/22/21	Santa Barbara



# Exhibit A - FACILITY LIST

3241	Safeway Fuel	900 West Hamilton Avenue	CAMPBELL	CA	60622	4/7/11		Santa Clara
1891	Safeway Fuel	100 Tennant Avenue	MORGAN HILL	CA	95037	9/24/04		Santa Clara
5815	Safeway Express	1433 Beryessa Road	SAN JOSE	CA	95133	9/22/21		Santa Clara
2900	Safeway Fuel	5740 Cottle Road	SAN JOSE	CA	95123	12/11/14		Santa Clara
640	Safeway Fuel	16 Rancho Del Mar	APTOS	CA	95003	12/29/04		Santa Cruz
1929	Safeway Fuel	2720 41st Avenue	SOQUEL	CA	95073	10/6/16		Santa Cruz
273	Safeway Fuel	2520 Balls Ferry Road	ANDERSON	CA	96007	2/17/06		Shasta
1826	Safeway Fuel	1010 E Cypress Avenue	REDDING	CA	96002	12/5/01		Shasta
1954	Safeway Fuel	1191 Cypress Avenue	REDDING	CA	96001	12/18/02		Shasta
1258	Safeway Fuel	1200 Pitt School Road	DIXON	CA	95620	8/27/03		Solano
968	Safeway Fuel	709 Lincoln Road West	VALLEJO	CA	94590	2/13/02		Solano
1576	Safeway Fuel	2200 Mendocino Avenue	SANTA ROSA	CA	95403	9/13/13		Sonoma
1968	Safeway Fuel	3100 West Monte Vista Avenue	TURLOCK	CA	95380	11/9/01		Stanislaus

*People of the State of California v. Safeway Inc.* (Case No. 22CV015135)

# **EXHIBIT B-1**

**EXHIBIT B-1 - PROSECUTOR PENALTIES**

	<b>Allocation of Civil Penalties Pursuant to Government Code Section 26506</b>
<b>Attorney General and District Attorney's Offices Receiving Civil Penalties</b>	
Alameda Co. District Attorney's Office	\$ 60,900.00
Amador Co. District Attorney's Office	\$ 10,150.00
Attorney General's Office <sup>1</sup>	\$ 1,450,181.00
Butte Co. District Attorney's Office	\$ 20,300.00
Contra Costa Co. District Attorney's Office	\$ 593,775.00
El Dorado Co. District Attorney's Office	\$ 40,600.00
Fresno Co. District Attorney's Office	\$ 10,150.00
Inyo Co. District Attorney's Office	\$ 10,150.00
Los Angeles Co. District Attorney's Office	\$ 50,750.00
Madera Co. District Attorney's Office	\$ 10,150.00
Marin Co. District Attorney's Office	\$ 10,150.00
Mendocino Co. District Attorney's Office	\$ 10,150.00
Monterey Co. District Attorney's Office	\$ 10,150.00
Napa Co. District Attorney's Office	\$ 10,150.00
Orange Co. District Attorney's Office <sup>2</sup>	\$ 20,300.00
Placer Co. District Attorney's Office <sup>3</sup>	\$ 593,775.00
Riverside Co. District Attorney's Office <sup>4</sup>	\$ 60,900.00
Sacramento Co. District Attorney's Office <sup>5</sup>	\$ 593,775.00
San Benito Co. District Attorney's Office	\$ 10,150.00
San Bernardino Co. District Attorney's Office	\$ 10,150.00
San Diego Co. District Attorney's Office	\$ 20,300.00
San Joaquin Co. District Attorney's Office	\$ 639,450.00
San Luis Obispo Co. District Attorney's Office	\$ 10,150.00
Santa Barbara Co. District Attorney's Office	\$ 10,150.00
Santa Clara Co. District Attorney's Office	\$ 40,600.00
Santa Cruz Co. District Attorney's Office	\$ 20,300.00
Shasta Co. District Attorney's Office	\$ 30,450.00
Solano Co. District Attorney's Office <sup>6</sup>	\$ 696,544.00
Sonoma Co. District Attorney's Office	\$ 10,150.00
Stanislaus Co. District Attorney's Office	\$ 10,150.00
<b>Total - Prosecutor Penalties<sup>7</sup></b>	\$ 5,075,000.00

## EXHIBIT B-1 - PROSECUTOR PENALTIES

<sup>1</sup> ATTORNEY GENERAL: Pursuant to the terms of the Stipulation for Entry of Final Judgment and Judgment and Injunction Pursuant to Stipulation, Safeway shall pay the Attorney General's portion of civil penalties in the total amount of \$1,450,181. The check for the Attorney General's portion of civil penalties shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The checks shall bear on its face the case name ("People v. Safeway, Inc.") and the internal docket number for this matter (SA2019102083). The money paid to the Attorney General pursuant to this Judgment and Injunction Pursuant to Stipulation shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens.

<sup>2</sup> PLACER: The money paid to the Placer County District Attorney as penalties pursuant to Business and Professions Code section 17206, shall be for the sole and exclusive use of the District Attorney to augment the enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

<sup>3</sup> RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$XXX.xx to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

<sup>4</sup> SACRAMENTO: The money paid to the Sacramento District Attorney as penalties pursuant to Business and Professions Code section 17206, shall be for the sole and exclusive use of the District Attorney to augment the enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

<sup>5</sup> SAN JOAQUIN: Business and Professions Code § 17200 Penalties shall be paid to the "Treasurer of San Joaquin County".

<sup>6</sup> SOLANO: Court further orders that these proceeds are designated as non-supplanting funds to be used by the Solano County District Attorney's Office only for the investigation and prosecution of environmental protection cases including, without limitation, those cases that can potentially be brought as unfair competition actions pursuant to B&P Code Section 17200 et seq.

## EXHIBIT B-1 - PROSECUTOR PENALTIES

<sup>7</sup> Pursuant to Government Code section 26506, the proceeds of any civil penalties or other monetary awards recovered in any civil action "brought jointly in the name of the People of the State of California by the Attorney General, one or more district attorneys, or by one or more city attorneys, or any combination thereof, shall be paid as approved by the court."

*People of the State of California v. Safeway Inc.* (Case No. 22CV015135)

## **EXHIBIT B-2**

**EXHIBIT B-2 - AGENCY PENALTIES**

<b>Agency</b>	<b>Total Agency Civil Penalties - Health and Safety Code §25299</b>
Alameda Co. - Livermore-Pleasanton Fire Dept. <sup>1</sup>	\$ 10,875.00
Alameda Co. - City of San Leandro Environmental Services	\$ 5,438.00
Alameda Co. - Dept. of Environmental Health	\$ 16,313.00
Amador Co. - Environmental Health Dept.	\$ 5,438.00
Butte Co. - Environmental Health Dept.	\$ 10,875.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 100,000.00
El Dorado Co. - Environmental Mgmt. Dept.	\$ 21,750.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 5,438.00
Inyo Co. - Department of Environmental Health Services	\$ 5,438.00
Los Angeles Co. - Fire Health Hazmat	\$ 27,188.00
Madera Co. - Dept. of Environmental Health	\$ 5,438.00
Marin Co. - Dept. of Public Works, Waste Mngt. Div.	\$ 5,438.00
Mendocino Co. - Environmental Health Division	\$ 5,438.00
Monterey Co. - Environmental Health Bureau	\$ 5,438.00
Napa Co. - Dept. of Env. Mngt.	\$ 5,438.00
Orange Co. - Environmental Health <sup>2</sup>	\$ 10,875.00
Placer Co. - Environmental Health Division	\$ 45,000.00
Placer Co. - Roseville City Fire Dept.	\$ 45,000.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 32,625.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 90,000.00
San Benito Co. - Health Dept.	\$ 5,438.00
San Bernardino Co. - Fire Haz Mat	\$ 5,438.00
San Diego Co. - Dept. of Environmental Health	\$ 10,875.00
San Joaquin Co. - Environmental Health Department	\$ 100,000.00
San Luis Obispo Co. -Environmental Health Services	\$ 5,438.00
Santa Barbara Co. - Environmental Health Services	\$ 5,438.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 10,875.00
Santa Clara Co. - City of San Jose Fire Department	\$ 10,875.00
Santa Cruz Co. - Environmental Health	\$ 10,875.00
Shasta Co. - Environmental Health Division	\$ 16,313.00
Solano Co. - Environmental Health Services	\$ 73,116.00
Sonoma Co. - Santa Rosa City Fire	\$ 5,438.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 5,438.00
<b>Total - Agency Civil Penalties</b>	<b>\$ 725,000.00</b>

<sup>1</sup> ALAMEDA: The agency requested that the check be made payable to the "Hazardous Materials Program Training and Resource Trust Account".

<sup>2</sup> ORANGE: Ten thousand eight hundred and seventy five dollars (\$10,875.00) is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.

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# **EXHIBIT C-1**



**EXHIBIT C-1 PROSECUTOR COSTS**

<b>Jurisdictions</b>	<b>Total</b>
Attorney General <sup>1</sup>	<b>\$220,980.00</b>
Contra Costa District Attorney's Office	<b>\$37,360.00</b>
Placer County District Attorney's Office <sup>2</sup>	<b>\$34,130.00</b>
Sacramento County District Attorney's Office <sup>3</sup>	<b>\$39,600.00</b>
San Joaquin County District Attorney's Office	<b>\$68,065.00</b>
Solano County District Attorney's Office	<b>\$66,020.00</b>

**Total - Prosecutor Costs****\$466,155.00**

<sup>1</sup> ATTORNEY GENERAL: Pursuant to the terms of the Stipulation for Entry of Final Judgment and Judgment and Injunction Pursuant to Stipulation, Safeway shall pay \$220,980.00 to the California Attorney General's Office for reimbursement of the Attorney General's attorney's fees, costs of investigation and other enforcement costs incurred in connection with this matter. The check for the Attorney General's portion of civil penalties shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The checks shall bear on its face the case name ("People v. Safeway, Inc.") and the internal docket number for this matter (SA2019102083). The money paid to the Attorney General pursuant to this Judgment and Injunction Pursuant to Stipulation shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens.

<sup>2</sup> PLACER: The money paid to the Placer County District Attorney as costs pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs expended in the enforcement of the consumer protection and environmental laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

<sup>3</sup> SACRAMENTO: The money paid to the Sacramento District Attorney as costs pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs expended in the enforcement of the consumer protection and environmental laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

*People of the State of California v. Safeway Inc.* (Case No. 22CV015135)

## **EXHIBIT C-2**

# EXHIBIT C-2 - AGENCY COSTS

<b>Federal Employer ID Numbers (FEIN)</b>	<b>Agency</b>	<b>Total Cost Amount to Agency</b>
94-6000501	Alameda Co. - Dept. of Environmental Health	\$ 1,505.00
94-6000509	Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 5,600.00
94-6000511	El Dorado Co. - Environmental Mgmt. Dept.	\$ 2,940.00
94-6000527	Placer Co. - Environmental Health Division	\$ 8,400.00
94-6000409	Placer Co. - Roseville City Fire Dept.	\$ 11,200.00
94-6000529	Sacramento Co. - Environmental Mgmt. Dept.	\$ 560.00
94-6000531	San Joaquin Co. - Environmental Health Department	\$ 2,800.00
94-6000538	Solano Co. - Environmental Health Services	\$ 840.00
	<b>TOTAL AGENCY COSTS</b>	<b>\$ 33,845.00</b>

*People of the State of California v. Safeway Inc.* (Case No. 22CV015135)

# **EXHIBIT D**

## **Exhibit D – Supplemental Environmental Projects<sup>1</sup>**

**1. California Hazardous Material Investigators Association (CHMIA).** SAFEWAY shall provide the amount of one hundred thousand dollars (\$100,000.00) payable to the California Hazardous Materials Investigators Association to fund partial scholarships for attendance and participation at their annual training conference.

**2. California Advanced Environmental Criminal Training Program (Cal-AECTP) with CHMIA.** SAFEWAY shall provide the amount of one hundred thousand dollars (\$100,000.00) payable to the California Hazardous Materials Investigators Association (“CHMIA”) to be used by CHMIA to fund full scholarships for attendance and participation in their Advanced Environmental Criminal Training Program. Each of these scholarships shall cover conference registration, travel, food, lodging, and incidentals.

**3. Department of Toxic Substances Control for Payment of Western States Annual Membership Dues.** SAFEWAY shall provide the amount of one hundred thousand dollars (\$100,000.00) payable to the Department of Toxic Substances Control to be used for payment of a share of California’s Western States Project annual dues.

**4. California Specialized Training Institute -- Environmental Crimes Course in conjunction with CHMIA.** SAFEWAY shall provide the amount of one hundred thousand dollars (\$100,000.00) payable to CHMIA to be used by CHMIA to fund basic investigator courses scholarships. Each of these scholarships shall cover conference registration, travel, food, and incidentals.

**5. CUPA Forum Environmental Protection Trust Fund.** SAFEWAY shall provide the amount of one hundred thousand dollars (\$100,000.00) to fund scholarships for attendance and participation at the annual California Unified Program Annual Training Conference. Each of these scholarships shall cover conference registration, transportation, meals, and hotel at the training conference rate. Travel and per diem expenses will be reimbursed in accordance with the reimbursement policies of the “California CUPA Forum Board Training Conference Expense Reimbursement Policies”, and any subsequent modifications thereto.

**6. Craig Thompson Environmental Protection Prosecution Fund.** SAFEWAY shall provide the amount of one hundred thousand dollars (\$100,000.00) payable to the Craig Thompson Environmental Protection Prosecution Fund (“CTEPP Fund”) to be used for purposes consistent with the mission of the CTEPP Fund.

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<sup>1</sup> If the payment provided by the DEFENDANTS is accepted by a designated entity, the designated entity shall provide, until the exhaustion of the funds, annual letter reports describing the specific use of the funds. The annual letter reports shall be submitted to the Plaintiff’s representatives identified in this Stipulation for Entry of Final Judgment and Permanent Injunction.