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FILED
ALAMEDA COUNTY

DEC 05 2018

CLERK OF THE SUPERIOR COURT

By Chen Zille Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Case No. RG09457686

Plaintiff,

ASSIGNED FOR ALL PURPOSES TO
JUDGE Ioana Petrou
DEPARTMENT 17

v.

TARGET CORPORATION, a Minnesota corporation,
Defendant.

**[PROPOSED] REVISED FINAL
JUDGMENT AND PERMANENT
INUNCTION ON CONSENT**

WHEREAS, plaintiff the PEOPLE OF THE STATE OF CALIFORNIA, by and through
Xavier Becerra, Attorney General of the State of California; Nancy E. O'Malley, District Attorney of
Alameda County; Michael L. Ramsey, District Attorney of Butte County; Diana Becton, District
Attorney of Contra Costa County; Lisa A. Smittcamp, District Attorney of Fresno County; Maggie
Fleming, District Attorney of Humboldt County; Keith L. Fagundes, District Attorney of Kings
County; Mike N. Feuer, City Attorney of the City of Los Angeles; Jackie Lacey, District Attorney of
Los Angeles County; Larry D. Morse II, District Attorney of Merced County; Dean D. Flippo,
District Attorney of Monterey County; Tony Rackauckas, District Attorney of Orange County;
Michael A. Hestrin, District Attorney of Riverside County; Anne Marie Schubert, District Attorney
of Sacramento County; Michael Ramos, District Attorney of San Bernardino County; Mara W.
Elliott, City Attorney of the City of San Diego; Summer Stephan, District Attorney of San Diego.

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County; Tori Verber Salazar, District Attorney of San Joaquin County; Stephen M. Wagstaffe, District Attorney of San Mateo County; Jeffrey F. Rosen, District Attorney of Santa Clara County; Krishna A. Abrams, District Attorney of Solano County; Birgit A. Fladager, District Attorney of Stanislaus County; Tim Ward, District Attorney of Tulare County; Gregory D. Totten, District Attorney of Ventura County; and Jeff W. Reisig, District Attorney of Yolo County (collectively referred to herein as "the People"), and defendant TARGET CORPORATION, a Minnesota corporation ("Target") (collectively with the People referred to as the "Parties"), by their duly authorized representatives and counsel, entered into a Stipulation for Entry of Revised Final Judgment and Permanent Injunction on Consent in this matter on or about October 15, 2018 ("Stipulation") and thereby have consented to the entry of this Revised Final Judgment and Permanent Injunction on Consent ("Revised Final Judgment");

AND WHEREAS, the Court finds that the settlement between the Parties as delineated in the Revised Final Judgment is fair and in the public interest;

NOW THEREFORE, upon the consent of the Parties, it is **ORDERED, ADJUDGED, AND DECREED** as follows:

1. JURISDICTION

This Court has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Revised Final Judgment.

2. SETTLEMENT OF DISPUTED CLAIMS

This Revised Final Judgment is a fair and reasonable resolution of the Covered Matters (as defined in Paragraph 6 below), and is in the best interest of the public. Entry of this Revised Final Judgment is neither an admission nor a denial by Target regarding any issue of law or fact in the above-captioned matter or any violation of any law. The Parties waive any right to set aside the Revised Final Judgment through any collateral attack, and further waive their rights to appeal from the Revised Final Judgment.

3. DEFINITIONS

Except where otherwise expressly defined in this Revised Final Judgment, all terms shall be interpreted consistent with chapters 6.5 and 6.95 of division 20 of the Health and Safety Code;

1 Health and Safety Code sections 117600-118360; Civil Code sections 1798.80-1798.84; and the
2 regulations promulgated under these chapters and sections:

3 **3.1.** "Facility" and "Facilities" mean: (a) retail stores, distribution centers, and fulfillment
4 centers in the State of California that are, or were, owned, operated, or leased by or on behalf of
5 Target as of the effective date of this Revised Final Judgment and listed in Exhibit A-1 attached
6 hereto; and (b) retail stores, distribution centers, and fulfillment centers that are owned, operated or
7 leased by or on behalf of Target in the State of California after the effective date of the Revised Final
8 Judgment.

9 **3.2.** "Covered Matter Facilities" means current and former retail stores, distribution centers
10 and fulfillment centers in the State of California that are, or were, owned, operated, or leased by or
11 on behalf of Target prior to the effective date of entry of this Revised Final Judgment. The current
12 list of Covered Matter Facilities is attached as Exhibit A-2.

13 **3.3.** "Unified Program Agency" or "UPA" is an agency certified by the California
14 Environmental Protection Agency pursuant to the requirements of chapter 6.11 of division 20 of the
15 Health and Safety Code and California Code of Regulations, title 27, to implement certain state
16 environmental programs within the local agency's jurisdiction, and as defined in Health and Safety
17 Code section 25501, subdivision (e)(3).

18 **3.4.** "Participating Agency" means an agency that has been designated by the UPA to
19 administer one or more state environmental programs on behalf of the UPA.

20 **4. INJUNCTIVE RELIEF**

21 **4.1. Applicability**

22 The provisions of this Revised Final Judgment are applicable to Target, including its
23 successors and assigns, and all persons, partnerships, corporations, and other entities acting under,
24 by, through, on behalf of, or in concert with Target with actual or constructive knowledge of this
25 Revised Final Judgment.

26 **4.2. General Injunctive Provision**

27 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, and 25515.8,
28 and Business and Professions Code section 17203, Target is permanently enjoined from violating

1 chapters 6.5 and 6.95 of division 20 of the Health and Safety Code and the regulations promulgated
2 under these chapters. Notwithstanding any other provision in this Revised Final Judgment, nothing
3 in this Revised Final Judgment shall relieve Target from prospectively complying with any and all
4 applicable laws and regulations, nor shall any term of this Revised Final Judgment extend to Target's
5 facilities outside the State of California.

6 **4.3. Specific Injunctive Provisions**

7 Pursuant to Health and Safety Code sections 25181, 25515.6, and 25515.8, and Business and
8 Professions Code section 17203, Target is enjoined, restrained, and prohibited from doing any of the
9 following:

10 4.3.a. Disposing, or causing the disposal, of hazardous waste at a point not authorized by
11 law, in violation of Health and Safety Code sections 25203, 25189 and 25189.2;

12 4.3.b. Transporting, transferring custody of, or causing to be transported in California any
13 hazardous waste unless the transporter is registered to transport hazardous waste, as required by
14 Health and Safety Code section 25163;

15 4.3.c. Failing to determine if a waste generated at the Facilities is a hazardous waste, as
16 required by California Code of Regulations, title 22, sections 66262.11 and 66260.200(c);

17 4.3.d. Failing, refusing, or neglecting to handle hazardous waste in accordance with the
18 requirements of chapter 6.5 and its implementing regulations in California Code of Regulations, title
19 22;

20 4.3.e. Failing to properly manage, identify the date of accumulation, and label containers of
21 hazardous waste at the Facilities, as required under California Code of Regulations, title 22, section
22 66262.34 [Accumulation Time];

23 4.3.f. Failing to lawfully and timely dispose of all accumulated hazardous waste at each
24 Facility, as required by California Code of Regulations, title 22, section 66262.34 [Accumulation
25 Time];

26 4.3.g. Failing to timely cause to be prepared and filed with the Department of Toxic
27 Substance Control ("DTSC") a hazardous waste manifest for all hazardous waste that is transported,
28 or submitted for transportation, for offsite handling, treatment, storage, disposal, or any combination

thereof, from any Facility, as required by Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section 66262.23 [Use of the Manifest];

4.3.h. Failing to contact the owner or operator of a designated facility that was to receive hazardous waste from Target to determine the status of the hazardous waste, in the event Target has not received a copy of the manifest signed by all transporters and the facility operator within thirty-five (35) calendar days of the date the waste was accepted by the initial transporter, as required by Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section 66262.42;

4.3.i. Failing to timely notify the DTSC by filing an exception report concerning a treatment, storage, or disposal facility's failure to return any executed manifest, as required by Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section 66262.42;

4.3.j. Failing to maintain copies of hazardous-waste manifests for three (3) years, in violation of California Code of Regulations, title 22, section 66262.40;

4.3.k. Unlawfully storing, handling, or accumulating hazardous waste, in violation of Health and Safety Code section 25123.3, or California Code of Regulations, title 22, section 66262.34 [Accumulation Time] or section 66265.173 [Management of Containers];

4.3.l. Storing hazardous waste onsite beyond the time permitted by law at a Facility that did not have a hazardous waste storage permit from DTSC, in violation of California Code of Regulations, title 22, section 66262.34 [Accumulation Time], or California Health and Safety Code section 25123.3, subdivision (h);

4.3.m. Unlawfully failing to segregate incompatible hazardous-waste items, as required by California Code of Regulations, title 22, section 66265.177 [Special Requirements for Incompatible Wastes];

4.3.n. Failing to conduct inspections of hazardous waste storage areas at each Facility, as required by California Code of Regulations, title 22, sections 66262.34 and 66265.174 [Inspections (weekly)];

4.3.o. Failing to comply with employee training obligations pertaining to the handling of hazardous waste at each of the Facilities, as required by California Code of Regulations, title 22,

1 section 66265.16;

2 4.3.p. Failing to immediately report any release or threatened release of a reportable quantity
3 of any hazardous material from any of the Facilities into the environment, as required by Health and
4 Safety Code section 25510;

5 4.3.q. Failing to continuously implement, maintain, and submit to the responsible UPA a
6 complete hazardous materials business plan, for each of the Facilities, as required by Health and
7 Safety Code section 25507 and California Code of Regulations, title 19, section 2650 [Minimum
8 Standards for Business Plans];

9 4.3.r. Failing to implement and maintain a business-emergency plan for emergency response
10 to a release or threatened release of hazardous materials for each of the Facilities, in violation of
11 Health and Safety Code sections 25505 and 25507;

12 4.3.s. Failing to properly manage, mark, and store universal waste at each of the Facilities in
13 compliance with the standards for universal waste management found in California Code of
14 Regulations, title 22, sections 66273.33 [Universal Waste Management Requirements for Batteries,
15 Lamps, and Mercury-Containing Equipment] through 66273.36; or in the alternative, failing to
16 manage such waste as hazardous waste as required by chapter 6.5 and its implementing regulations in
17 California Code of Regulations, title 22, including, but not limited to, section 66262.34;

18 4.3.t. Failing to keep a record of each shipment of universal waste sent from each of the
19 Facilities, as required by California Code of Regulations, title 22, section 66273.39; or in the
20 alternative, failing to manage such waste as hazardous waste as required by chapter 6.5 and its
21 implementing regulations in California Code of Regulations, title 22, including, but not limited to,
22 section 66262.34;

23 4.3.u. Failing to treat returned or discarded non-empty aerosol cans at each of the Facilities
24 as universal waste or hazardous waste, in violation of California Code of Regulations, title 22,
25 section 66273.1 et seq.;

26 4.3.v. Failing to implement, maintain, and comply with an employee-training program
27 meeting the requirements of Health and Safety Code section 25505, subdivision (a)(4), and
28 California Code of Regulations, title 19, section 2659, pertaining to hazardous materials and business

1 and area plans, including, but not limited to, Hazardous Materials Business Plans for each of the
2 Facilities;

3 4.3.w. Failing to implement, maintain, or submit to the responsible agency a complete
4 hazardous materials business plan for each of the Facilities, in violation of Health and Safety Code
5 section 25505 or section 25508, or California Code of Regulations, title 19, section 2650;

6 4.3.x. Transporting, or causing to be transported, any hazardous waste to an unauthorized
7 location in California, in violation of Health and Safety Code section 25189.5; and

8 4.3.y. Disposing of customer records without first shredding, erasing, or otherwise
9 modifying the personal information in those records to make it unreadable or undecipherable, in
10 violation of Civil Code section 1798.81.

11 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS, AND**
12 **ENFORCEMENT COSTS**

13 **5.1. Civil Penalties**

14 Within twenty-one (21) business days after entry of this Revised Final Judgment, Target is
15 required to pay to the People an additional THREE MILLION TWO HUNDRED THOUSAND
16 DOLLARS (\$3,200,000.00) as civil penalties pursuant to Health and Safety Code sections 25189 and
17 25515, Business and Professions Code section 17206, and Government Code section 26506, in
18 accordance with the terms of Exhibits B-1 and B-2 and Paragraph 5.4.

19 **5.2. Supplemental Environmental Projects**

20 5.2.a. Within twenty-one (21) business days after entry this Revised Final Judgment, Target
21 is required to provide funding in a total amount of THREE HUNDRED THOUSAND DOLLARS
22 (\$300,000.00) to support seven Supplemental Environmental Projects operated by entities other than
23 Target, as follows: (1) Craig Thompson Environmental Protection Prosecution Fund, in the amount
24 of FIFTY THOUSAND DOLLARS (\$50,000.00); (2) California CUPA Forum Board, in the amount
25 FIFTY THOUSAND DOLLARS (\$50,000.00); (3) California Hazardous Materials Investigators
26 Association (CHMIA), in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00); (4)
27 California Advanced Environmental Criminal Training Program in conjunction with CHMIA, in the
28 amount of FIFTY THOUSAND DOLLARS (\$50,000.00); (5) California Compliance School for

1 Hazardous Waste Generators (Supplemental Environmental Project Nos. 31 and 32 on the
2 Department of Toxic Substances Control's List of Accepted Supplemental Environmental Projects)
3 [see DTSC's Accepted SEP List at <http://www.dtsc.ca.gov/GetInvolved/SEP/SEPs.cfm>], in the
4 amount of FIFTY THOUSAND DOLLARS (\$50,000.00); (6) the California District Attorneys
5 Association Environmental Project, in the amount of TWENTY-FIVE THOUSAND DOLLARS
6 (\$25,000.00); and (7) the California District Attorneys Association Environmental Circuit
7 Prosecutors Project, in the amount of TWENTY-FIVE THOUSAND DOLLARS (25,000.00). These
8 Supplemental Environmental Projects are described in more detail in Exhibit C. Payment shall be
9 made in accordance with Paragraph 5.4.

10 5.2.b. In lieu of paying to the People an additional sum of ONE MILLION FIVE
11 HUNDRED THOUSAND DOLLARS (\$1,500,000.00) as civil penalties, Target is required to carry
12 out the following additional activities and measures:

13 (1) performing physical audit inspections in connection with 12 Target Facilities, on a yearly
14 basis, for three consecutive years, of the contents of its trash compactors that are designated for
15 transportation to and disposal at municipal landfills in California; and

16 (2) beginning between April 1, 2018 and no later than one hundred twenty (120) days after
17 entry of this Revised Final Judgment, implementing management of trash deposited in receptacles
18 placed at all of its Facilities in California for the receipt of guest trash, as specified in greater detail in
19 Exhibits D-1 and D-2. As of the date of commencement as provided in the preceding sentence and
20 continuing over the three years following entry of this Revised Final Judgment, Target will allocate
21 at least \$3 million to the activities and compliance measures at its Facilities in California set forth in
22 Exhibits D-1 and D-2. Target shall prepare and submit to the People three annual reports (to be
23 signed under penalty of perjury by a responsible corporate official representing Target) that
24 document the expenditures by Target during the preceding year on the activities and compliance
25 measures set forth in Exhibits D-1 and D-2. The first annual report will include the period beginning
26 April 1, 2018 and will be due three hundred sixty-five (365) calendar days following entry of this
27 Revised Final Judgment, the second annual report will be due seven hundred thirty (730) calendar
28 days following entry of this Revised Final Judgment, and the third annual report will be due one

1 thousand ninety-five (1,095) calendar days following entry of this Revised Final Judgment. The
2 Target corporate official signing the annual report may rely on normal company project tracking
3 systems that capture employee expenditures and external payments to outside vendors. If Target has
4 not incurred or expended costs of \$3 million for the activities and compliance measures set forth in
5 Exhibits D-1 and D-2 during the period beginning April 1, 2018 and continuing over the three years
6 following entry of this Revised Final Judgment, then Target shall pay the difference of its actual
7 costs incurred or expended and \$3 million, as an additional payment to the People within forty-five
8 (45) days of the end of the three-year period. In the event that this additional payment is made by
9 Target, the People will move the Court for an order which will characterize the nature of the payment
10 and identify the entity or entities to whom the payment shall be distributed.

11 **5.3. Reimbursement of Costs of Investigation and Enforcement**

12 Within twenty-one (21) business days after entry of this Revised Final Judgment, Target is
13 required to pay NINE HUNDRED THOUSAND DOLLARS (\$900,000.00) for reimbursement of the
14 People's enforcement costs incurred following the entry of the first judgment in this matter on March
15 2, 2011, including attorney fees, costs of investigation, and other costs of enforcement, to the entities
16 identified in, and in accordance with the terms of Exhibits E-1 and E-2 and Paragraph 5.4.

17 **5.4. Payments and Expenditures**

18 Prior to entry of this Revised Final Judgment, the People shall provide Target with specific
19 payment information regarding the entities designated to receive payments pursuant to this Revised
20 Final Judgment. Upon entry of this Revised Final Judgment, Target shall deliver all required
21 payment checks to the Office of the Yolo County District Attorney, to the attention of David J. Irey,
22 Assistant Chief Deputy District Attorney, for distribution to the payees provided for in this Revised
23 Final Judgment. If Target fails to make timely payment of any of the amounts owed under
24 Paragraphs 5.1, 5.2, and 5.3, Target is required to pay interest on the amount past due at a rate of ten
25 percent (10%) per annum, and a late payment penalty of TWO THOUSAND FIVE HUNDRED
26 DOLLARS (\$2,500.00). Further, if Target fails to pay any of the amounts owed under Paragraphs
27 5.1, 5.2, and 5.3 within fifteen (15) calendar days of being due, all payments owed under Paragraphs
28 5.1, 5.2, and 5.3 shall immediately become due and payable and shall bear interest a rate of ten

1 percent (10%) per annum from the date the payment amount was due under this Revised Final
2 Judgment until the date the full payment is received. The People shall be entitled to pursue all
3 remedies provided by law for the enforcement of this Revised Final Judgment. The People shall also
4 be entitled to all related costs of collection, including reasonable attorney fees.

5 **6. MATTERS COVERED BY THIS REVISED FINAL JUDGMENT**

6 **6.1.** This Revised Final Judgment constitutes a final and binding resolution and settlement
7 of all alleged violations relating to Target's Covered Matter Facilities and the storage, disposal and
8 transportation of hazardous waste, hazardous substances, medical waste and the management of
9 confidential consumer information, which are known to the People and occurred between March 3,
10 2011 and the date of entry of this Revised Final Judgment. These alleged violations shall be
11 collectively considered "Covered Matters" for purposes of this Revised Final Judgment.

12 **6.2.** Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved
13 Claim." Reserved Claims include, without limitation, any unknown violation, any violation that
14 occurs after the filing of this Revised Final Judgment, and any claim, violation, or cause of action
15 against Target's independent contractors or subcontractors. Reserved Claims also include any claims
16 or causes of action against Target for performance of cleanup, corrective action, or response action
17 for any actual past or future releases, spills, or disposals of hazardous waste or hazardous substances
18 that were caused or contributed to by Target at or from any of Target's Facilities or Covered Matter
19 Facilities.

20 **6.3.** In any subsequent action that may be brought by the People based on any Reserved
21 Claim, Target cannot assert that failing to pursue any Reserved Claim as part of this action
22 constitutes claim-splitting.

23 **6.4.** Any claims by Target, civil or administrative, against the People or against any
24 agency of the State of California, or any county or city in the State of California, or any UPA,
25 Participating Agency or any other local agency (collectively, "Agencies"), or against any of their
26 officers, employees, representatives, agents, or attorneys, arising out of or related to any Covered
27 Matter are hereby merged into and extinguished by this Revised Final Judgment; provided, however,
28 that if any Agencies initiate claims against Target, Target retains any and all rights and defenses

1 against such Agencies.

2 **7. EFFECT OF REVISED FINAL JUDGMENT**

3 Except as expressly provided in this Revised Final Judgment, nothing in this Revised Final
4 Judgment is intended, nor shall it be construed, to preclude the People or any state, county, city or
5 local agency, department, board, or UPA from exercising its authority under any law, statute, or
6 regulation.

7 **8. NO IMPACT ON *PEOPLE V. INTELLIGENDER, LLC***

8 This Revised Final Judgment shall not affect the rights and obligations of the parties in the
9 pending civil action entitled *People v. Intelligender, LLC, et al.*, San Diego County Superior Court
10 No. 37-2012-00085040, in which the City Attorney of the City of San Diego is representing the
11 People of the State of California and in which Target is a party. In addition, any resolution of the
12 *People v. Intelligender, LLC, et al.* case described in this paragraph shall not affect the rights and
13 obligations of the Parties in this case.

14 **9. NO WAIVER OF RIGHT TO ENFORCE**

15 The failure of the People to enforce any provision of this Revised Final Judgment shall
16 neither be deemed a waiver of such provision nor in any way affect the validity of this Revised Final
17 Judgment. The failure of the People to enforce any such provision shall not preclude them from later
18 enforcing the same or any other provision of this Revised Final Judgment. Except as expressly
19 provided in this Revised Final Judgment, Target retains all defenses to any such later enforcement
20 action.

21 **10. INTERPRETATION**

22 This Revised Final Judgment was drafted equally by all Parties hereto. Accordingly, any and
23 all rules of construction holding that ambiguity is construed against the drafting party shall not apply
24 to the interpretation of this Revised Final Judgment.

25 **11. INTEGRATION**

26 This Revised Final Judgment constitutes the entire agreement between the Parties and may
27 not be amended or supplemented except as provided for herein. No oral advice, guidance,
28 suggestions, or comments by employees or officials of any Party regarding matters covered in this

1 Revised Final Judgment shall be construed to relieve any Party of its obligations under this Revised
2 Final Judgment. No oral representations have been made or relied upon other than as expressly set
3 forth herein.

4 **12. FUTURE REGULATORY CHANGES**

5 Nothing in this Revised Final Judgment shall excuse Target from meeting any more-stringent
6 requirement that may be imposed by applicable existing law or by any change in the applicable law.
7 To the extent any future statutory or regulatory change makes Target's obligations less stringent than
8 those provided for in this Revised Final Judgment, Target's compliance with the changed law shall
9 be deemed compliance with this Revised Final Judgment. However, any change in law or regulation
10 shall not reduce or diminish Target's obligations to comply with Paragraph 5.2.b.

11 **13. CONTINUING JURISDICTION**

12 The Court shall retain continuing jurisdiction to enforce the injunctive and payment terms of
13 this Revised Final Judgment and to address any other matters arising out of or regarding this Revised
14 Final Judgment.

15 **14. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

16 Target shall permit any duly authorized representative of the People to inspect and copy
17 records and documents relevant to determine compliance with the terms of this Revised Final
18 Judgment. This paragraph shall not limit the People's authority access or obtain information,
19 records, and documents pursuant to any other statute or regulation.

20 **15. PAYMENT OF LITIGATION EXPENSES AND FEES**

21 Target shall make no request of the People to pay its attorneys fees, expert witness fees and
22 costs, or any other costs of litigation or investigation incurred to date.

23 **16. COUNTERPART SIGNATURES**

24 The Stipulation may be executed by the Parties in counterparts. For purposes of this Revised
25 Final Judgment, facsimile signatures shall be deemed originals, and the parties agree to exchange
26 original signatures as promptly as possible.

1 **17. INCORPORATION OF EXHIBITS**

2 Exhibits A-1, A-2, B-1, B-2, C, D-1, D-2, E-1, E-2 and F are incorporated herein by
3 reference.

4 **18. MODIFICATION**

5 The injunctive provisions of this Revised Final Judgment may be modified only on noticed
6 motion by one of the parties with approval of the Court, or upon written consent by all of the Parties.
7 and the approval of the Court.

8 **19. TERMINATION OF PERMANENT INJUNCTION**

9 At any time after three (3) years from the entry of this Revised Final Judgment, and Target
10 has paid all amounts due under this Revised Final Judgment, Target may file a motion requesting an
11 order from this Court stating that the permanent injunctive provisions of paragraphs 4.2, 4.3, and
12 5.2.b (2) relating to guest trash management, shall have no prospective force or effect based on
13 Target's demonstrated history of substantial compliance with the Revised Final Judgment. Within
14 forty-five (45) calendar days of the service date of Target's motion, the People will file either a
15 statement of non-opposition, or if the People disagree, the People may file a response, and within
16 fifteen (15) calendar days thereafter, Target may file a reply. The Parties agree that the hearing on
17 such motion shall be set consistent with this briefing schedule. The Parties further agree that the
18 Court may grant Target's request upon determining that Target has demonstrated that it has
19 substantially complied with the obligations set forth in this Revised Final Judgment.

20 **20. NOTICE**

21 Unless otherwise specified in this Revised Final Judgment, all notices under this Revised
22 Final Judgment shall be made in writing, by both email and mail, and addressed to the persons
23 identified in Exhibit F. Any Party may, by written notice to the other Parties, change its designated
24 notice recipient or notice address.

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1 21. **EFFECTIVE DATE OF REVISED FINAL JUDGMENT**

2 This Revised Final Judgment shall become effective upon entry. The Parties need not file a
3 Notice of Entry of this Revised Final Judgment.

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5 **IT IS SO ORDERED.**

6 DATED: 12/5/18

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8 By: 
9 JUDGE OF THE SUPERIOR COURT

10 Ioana Petrou
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EXHIBIT A-1

Exhibit A-1 Facilities

Location	Location Type	Address	City	State	Zip
T0445	RGD (Region/Group/Dist. Office)	14750 Miller Ave	Fontana	CA	92336
T0201	STR (Store)	3245 Sports Arena Blvd	San Diego	CA	92110
T0203	STR (Store)	1240 Broadway	Chula Vista	CA	91911
T0205	STR (Store)	8001 Othello Ave	San Diego	CA	92111
T0418	RGD (Region/Group/Dist. Office)	8001 Othello Ave	San Diego	CA	92111
T0183	STR (Store)	9725 Laurel Canyon Blvd	Pacoima	CA	91331
T0184	STR (Store)	2120 W Main St	Alhambra	CA	91801
T0188	STR (Store)	499 W Orange Show Rd	San Bernardino	CA	92408
T0189	STR (Store)	5600 Whittier Blvd	Commerce	CA	90022
T0190	STR (Store)	5700 Firestone Blvd	South Gate	CA	90280
T0192	STR (Store)	12100 Harbor Blvd	Garden Grove	CA	92840
T0193	STR (Store)	13831 Brookhurst St	Garden Grove	CA	92843
T0195	STR (Store)	2270 N Bellflower Blvd	Long Beach	CA	90815
T0199	STR (Store)	1200 N Sepulveda Blvd	Manhattan Beach	CA	90266
T0200	STR (Store)	3433 Sepulveda Blvd	Torrance	CA	90505
T0429	RGD (Region/Group/Dist. Office)	16398 Beach Blvd	Westminster	CA	92683
T0438	RGD (Region/Group/Dist. Office)	3535 S La Cienega Blvd	Los Angeles	CA	90016
T0212	STR (Store)	3520 Tyler St	Riverside	CA	92503
T0198	STR (Store)	10820 Jefferson Blvd	Culver City	CA	90230
T0222	STR (Store)	17751 Colima Rd	Rowland Heights	CA	91748
T0226	STR (Store)	2462 Foothill Blvd	La Verne	CA	91750
T0227	STR (Store)	10621 Carmenita Rd	Santa Fe Springs	CA	90670
T0428	RGD (Region/Group/Dist. Office)	14750 Miller Ave	Fontana	CA	92336
T0228	STR (Store)	6635 Fallbrook Ave	West Hills	CA	91307
T0229	STR (Store)	6835 Katella Ave	Cypress	CA	90630
T0230	STR (Store)	2191 N Tustin St	Orange	CA	92865
T0245	STR (Store)	43525 10th St W	Lancaster	CA	93534
T0249	STR (Store)	16400 Beach Blvd	Westminster	CA	92683
T0250	STR (Store)	3300 S Bristol St	Santa Ana	CA	92704
T0553	DC (Distribution Center)	14750 Miller Ave	Fontana	CA	92336
T0246	STR (Store)	2907 Cochran St	Simi Valley	CA	93065
T0257	STR (Store)	24425 Magic Mountain Pkwy	Valencia	CA	91355
T0258	STR (Store)	5555 Philadelphia St	Chino	CA	91710
T0259	STR (Store)	26932 La Paz Rd	Aliso Viejo	CA	92656
T0419	RGD (Region/Group/Dist. Office)	3030 Harbor Blvd STE A	Costa Mesa	CA	92626
T0432	RGD (Region/Group/Dist. Office)	6700 Topanga Canyon Blvd	Canoga Park	CA	91303
T0293	STR (Store)	2920 Yorba Linda Blvd	Fullerton	CA	92831
T0294	STR (Store)	11051 Victory Blvd	North Hollywood	CA	91606
T0297	STR (Store)	2380 Sterling Ave	San Bernardino	CA	92404
T0298	STR (Store)	4200 E Main St	Ventura	CA	93003
T0299	STR (Store)	8840 Corbin Ave	Northridge	CA	91324
T0300	STR (Store)	24500 Alicia Pkwy	Mission Viejo	CA	92691
T0305	STR (Store)	8251 Mira Mesa Blvd	San Diego	CA	92126
T0307	STR (Store)	67750 E Palm Canyon Dr	Cathedral City	CA	92234
T0309	STR (Store)	223 E Betteravia Rd	Santa Maria	CA	93454
T0424	RGD (Region/Group/Dist. Office)	14750 Miller Ave	Fontana	CA	92336
T0286	STR (Store)	1330 E 17th St	Santa Ana	CA	92705
T0289	STR (Store)	20200 Bloomfield Ave	Cerritos	CA	90703
T0290	STR (Store)	2169 W Redondo Beach Blvd	Gardena	CA	90247
T0291	STR (Store)	3333 Arlington Ave	Riverside	CA	92506
T0302	STR (Store)	1050 Huntington Dr	Duarte	CA	91010
T0303	STR (Store)	2255 S El Camino Real	Oceanside	CA	92054
T0304	STR (Store)	250 Broadway	El Cajon	CA	92021
T0273	STR (Store)	3405 Mchenry Ave	Modesto	CA	95350

Exhibit A-1 Facilities

T0274	STR (Store)	1280 Auto Park Way	Escondido	CA	92029
T0275	STR (Store)	3150 W Shaw Ave	Fresno	CA	93711
T0310	STR (Store)	2505 Riverside Blvd	Sacramento	CA	95818
T0311	STR (Store)	5001 Madison Ave	Sacramento	CA	95841
T0312	STR (Store)	1919 Fulton Ave	Sacramento	CA	95825
T0313	STR (Store)	4707 Pacific Ave	Stockton	CA	95207
T0314	STR (Store)	3173 E Shields Ave	Fresno	CA	93726
T0317	STR (Store)	1951 E 20th St	Chico	CA	95928
T0318	STR (Store)	1153 Butte House Rd	Yuba City	CA	95991
T0431	RGD (Region/Group/Dist. Office)	5800 Birdcage St	Citrus Heights	CA	95610
T0288	STR (Store)	20801 Ventura Blvd	Woodland Hills	CA	91364
T0320	STR (Store)	5001 Junipero Serra Blvd	Colma	CA	94014
T0321	STR (Store)	2485 El Camino Real	Redwood City	CA	94063
T0323	STR (Store)	20745 Stevens Creek Blvd	Cupertino	CA	95014
T0324	STR (Store)	1811 Hillsdale Ave	San Jose	CA	95124
T0328	STR (Store)	7200 Amador Plaza Rd	Dublin	CA	94568
T0330	STR (Store)	560 Contra Costa Blvd	Pleasant Hill	CA	94523
T0331	STR (Store)	904 Admiral Callaghan Lane	Vallejo	CA	94591
T0433	RGD (Region/Group/Dist. Office)	560 Contra Costa Blvd	Pleasant Hill	CA	94523
T0322	STR (Store)	555 Showers Dr	Mountain View	CA	94040
T0267	STR (Store)	1925 Douglas Blvd	Roseville	CA	95661
T0296	STR (Store)	14823 Pomerado Rd	Poway	CA	92064
T0332	STR (Store)	4301 Century Blvd	Pittsburg	CA	94565
T0336	STR (Store)	3750 Barranca Pkwy	Irvine	CA	92606
T0358	STR (Store)	900 Shaw Ave	Clovis	CA	93612
T0555	DC (Distribution Center)	2050 E Beamer St	Woodland	CA	95776
T0359	STR (Store)	29676 Rancho California Rd	Temecula	CA	92591
T0614	STR (Store)	3401 Mall View Rd	Bakersfield	CA	93306
T0615	STR (Store)	1280 Dana Dr	Redding	CA	96003
T0301	STR (Store)	10576 Foothill Blvd	Rancho Cucamonga	CA	91730
T0972	RGD (Region/Group/Dist. Office)	2800 Dublin Blvd	Dublin	CA	94568
T0626	STR (Store)	2155 Morrill Ave	San Jose	CA	95132
T0675	STR (Store)	2059 Cadenasso Dr	Fairfield	CA	94533
T0676	STR (Store)	1640 N Main St	Salinas	CA	93906
T0685	STR (Store)	39440 10th St W	Palmdale	CA	93551
T0464	RGD (Region/Group/Dist. Office)	560 Contra-Costa Blvd	Pleasant Hill	CA	94523
T0660	STR (Store)	16964 Slover Ave	Fontana	CA	92337
T0692	STR (Store)	200 Vintage Way	Novato	CA	94945
T0437	RGD (Region/Group/Dist. Office)	19661 Hesperian Blvd	Hayward	CA	94541
T0641	STR (Store)	3280 R St	Merced	CA	95348
T0677	STR (Store)	8148 E Santa Ana Canyon Rd	Anaheim	CA	92808
T0827	STR (Store)	3000 Harbison Dr	Vacaville	CA	95687
T0828	STR (Store)	4300 Las Positas Rd	Livermore	CA	94551
T0852	STR (Store)	475 Rohnert Park Expy W	Rohnert Park	CA	94928
T0853	STR (Store)	2355 W Kettleman Ln	Lodi	CA	95242
T0883	STR (Store)	777 E Colorado Blvd	Pasadena	CA	91101
T0912	STR (Store)	3944 Grand Ave	Chino	CA	91710
T0913	STR (Store)	26762 Portola Pkwy	Foothill Ranch	CA	92610
T0914	STR (Store)	30602 Santa Margarita Pkwy	Rancho Santa Margarita	CA	92688
T0938	STR (Store)	3900 Sisk Rd	Modesto	CA	95356
T0939	STR (Store)	19201 Bear Valley Rd	Apple Valley	CA	92308
T0941	STR (Store)	1790 Airline Hwy	Hollister	CA	95023
T0456	RGD (Region/Group/Dist. Office)	7604 N Blackstone Ave	Fresno	CA	93720
T0940	STR (Store)	72549 Highway 111	Palm Desert	CA	92260
T0949	STR (Store)	2610 Bishop Dr	San Ramon	CA	94583

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T0997	STR (Store)	5500 Grossmont Ctr Dr Ste 1	La Mesa	CA	91942
T0785	RGD (Region/Group/Dist. Office)	14750 Miller Ave	Fontana	CA	92336
T0736	STR (Store)	1290 Hamner Ave	Norco	CA	92860
T0737	STR (Store)	1400 Fitzgerald Dr	Pinole	CA	94564
T0738	STR (Store)	2800 Naglee Rd	Tracy	CA	95304
T0761	STR (Store)	3527 W Florida Ave	Hemet	CA	92545
T0937	STR (Store)	1980 Santa Rosa Ave	Santa Rosa	CA	95407
T1552	RGD (Region/Group/Dist. Office)	10621 Carmenita Rd	Santa Fe Springs	CA	90670
T0911	STR (Store)	7600 N Blackstone Ave	Fresno	CA	93720
T1025	STR (Store)	7505 Laguna Blvd	Elk Grove	CA	95758
T1026	STR (Store)	205 Soscol Ave	Napa	CA	94559
T1027	STR (Store)	209 W Ventura Blvd	Camarillo	CA	93010
T1028	STR (Store)	2831 E Eastland Ctr Dr	West Covina	CA	91791
T1029	STR (Store)	1010 N El Camino Real	Encinitas	CA	92024
T0767	STR (Store)	888 W Arrow Hwy	San Dimas	CA	91773
T1040	STR (Store)	1751 University Dr	Vista	CA	92083
T1054	STR (Store)	1150 El Camino Real	San Bruno	CA	94066
T1562	RGD (Region/Group/Dist. Office)	3000 Countryside Dr	Turlock	CA	95380
T1033	STR (Store)	3100 Baldwin Park Blvd	Baldwin Park	CA	91706
T1062	STR (Store)	2040 California Ave	Sand City	CA	93955
T1098	STR (Store)	430 Blue Ravine Rd	Folsom	CA	95630
T1570	RGD (Region/Group/Dist. Office)	1800 W Empire Ave	Burbank	CA	91504
T1120	STR (Store)	2305 Theatre Dr	Paso Robles	CA	93446
T1121	STR (Store)	5837 Sunrise Blvd	Citrus Heights	CA	95610
T1122	STR (Store)	2220 Bridgepointe Pkwy	San Mateo	CA	94404
T1100	STR (Store)	2705 Teller Rd	Thousand Oaks	CA	91320
T1571	RGD (Region/Group/Dist. Office)	5800 Birdcage St	Citrus Heights	CA	95610
T1140	STR (Store)	2911 Jamacha Rd	El Cajon	CA	92019
T1143	STR (Store)	1415 Main St	Watsonville	CA	95076
T1208	STR (Store)	1871 N Main St	Walnut Creek	CA	94596
T1238	STR (Store)	13200 Jamboree Rd	Irvine	CA	92602
T1587	RGD (Region/Group/Dist. Office)	3030 Harbor Blvd Ste B	Costa Mesa	CA	92626
T1283	STR (Store)	41040 California Oaks Rd	Murrieta	CA	92562
T1097	STR (Store)	2700 Bell Rd	Auburn	CA	95603
T1293	STR (Store)	3030 Harbor Blvd Ste A	Costa Mesa	CA	92626
T1304	STR (Store)	3000 Countryside Dr	Turlock	CA	95380
T1305	STR (Store)	11525 South St	Cerritos	CA	90703
T1306	STR (Store)	3535 S La Cienega Blvd	Los Angeles	CA	90016
T1309	STR (Store)	14920 Raymer St	Van Nuys	CA	91405
T1328	STR (Store)	12300 Seal Beach Blvd	Seal Beach	CA	90740
T1329	STR (Store)	3471 W Century Blvd	Inglewood	CA	90301
T1307	STR (Store)	5711 Sepulveda Blvd	Van Nuys	CA	91411
T1332	STR (Store)	3121 E Colorado Blvd	Pasadena	CA	91107
T1340	STR (Store)	10600 Firestone Blvd	Norwalk	CA	90650
T1362	STR (Store)	1800 W Empire Ave	Burbank	CA	91504
T1383	STR (Store)	1893 W Malvern Ave	Fullerton	CA	92833
T1384	STR (Store)	9100 Rosedale Hwy	Bakersfield	CA	93312
T1407	STR (Store)	133 Serramonte Ctr	Daly City	CA	94015
T1411	STR (Store)	3600 Rosemead Blvd	Rosemead	CA	91770
T1417	STR (Store)	5740 N Blackstone Ave	Fresno	CA	93710
T8404	RGD (Region/Group/Dist. Office)	777 E Colorado Blvd	Pasadena	CA	91101
T1408	STR (Store)	2626 Colorado Blvd	Los Angeles	CA	90041
T1410	STR (Store)	1288 Camino Del Rio N	San Diego	CA	92108
T1418	STR (Store)	200 W Orangethorpe Ave	Fullerton	CA	92832
T1423	STR (Store)	9052 Central Ave	Montclair	CA	91763

Exhibit A-1 Facilities

T1424	STR (Store)	12051 Imperial Hwy	Norwalk	CA	90650
T1425	STR (Store)	8800 Whittier Blvd	Pico Rivera	CA	90660
T1422	STR (Store)	39201 Fremont Blvd	Fremont	CA	94538
T1426	STR (Store)	450 N Capitol Ave	San Jose	CA	95133
T1427	STR (Store)	1600 Saratoga Ave	San Jose	CA	95129
T1428	STR (Store)	15555 E 14th St Ste 400	San Leandro	CA	94578
T1472	STR (Store)	2499 Whipple Rd	Hayward	CA	94544
T1485	STR (Store)	9846 Mission Gorge Rd	Santee	CA	92071
T1502	STR (Store)	10451 Fairway Dr	Roseville	CA	95678
T1526	STR (Store)	280 Spreckels Ave	Manteca	CA	95336
T0593	DC (Distribution Center)	3880 Zachary Ave	Shafter	CA	93263
T1547	STR (Store)	800 New Los Angeles Ave	Moorpark	CA	93021
T1548	STR (Store)	2615 Tuscanny St	Corona	CA	92881
T3908	RGD (Region/Group/Dist. Office)	8001 Othello Ave	San Diego	CA	92111
T3910	RGD (Region/Group/Dist. Office)	879 Blossom Hill Rd	San Jose	CA	95123
T1409	STR (Store)	141 Lakewood Center Mall	Lakewood	CA	90712
T1805	STR (Store)	4247 S Mooney Blvd	Visalia	CA	93277
T1815	STR (Store)	910 Eastlake Pkwy	Chula Vista	CA	91914
T1816	STR (Store)	2295 N Imperial Ave	El Centro	CA	92243
T1819	STR (Store)	5769 Lone Tree Way	Antioch	CA	94531
T1843	STR (Store)	2755 Canyon Springs Pkwy	Riverside	CA	92507
T1846	STR (Store)	3424 College Ave	San Diego	CA	92115
T1851	STR (Store)	6705 Camino Arroyo	Gilroy	CA	95020
T3909	RGD (Region/Group/Dist. Office)	14750 Miller Ave	Fontana	CA	92336
T1527	STR (Store)	8101 Cosumnes River Blvd	Sacramento	CA	95823
T1862	STR (Store)	10424 Trinity Parkway	Stockton	CA	95219
T1867	STR (Store)	78935 US Hwy 111	La Quinta	CA	92253
T1869	STR (Store)	27320 W Lugonia Ave	Redlands	CA	92374
T1884	STR (Store)	7100 Santa Monica Blvd, STE 201	West Hollywood	CA	90046
T1421	STR (Store)	2525 4th St	Eureka	CA	95501
T1438	STR (Store)	4000 Bel Aire Plz	Napa	CA	94558
T1906	STR (Store)	140 N 12th Ave	Hanford	CA	93230
T1926	STR (Store)	1057 Eastshore Hwy	Albany	CA	94710
T1927	STR (Store)	879 Blossom Hill Rd	San Jose	CA	95123
T1936	STR (Store)	1441 W 17th St	Santa Ana	CA	92706
T9349	HQ (Headquarters)	430 Newpark Mall 3rd Fl	Newark	CA	94560
T9349	HQ (Headquarters)	430 Newpark Mall 3rd Fl	Newark	CA	94560
T3928	RGD (Region/Group/Dist. Office)	777 E Colorado Blvd	Pasadena	CA	91101
T3931	RGD (Region/Group/Dist. Office)	2800 Dublin Rd	Dublin	CA	94538
T3933	RGD (Region/Group/Dist. Office)	16398 Beach Blvd	Westminster	CA	92683
T8407	RGD (Region/Group/Dist. Office)	10881 Olson Dr	Rancho Cordova	CA	95670
T1834	STR (Store)	1931 Campus Ave	Upland	CA	91784
T1958	STR (Store)	15272 Summit Ave	Fontana	CA	92336
T1961	STR (Store)	12471 Limonite Ave	Mira Loma	CA	91752
T3939	RGD (Region/Group/Dist. Office)	245 S Mills Rd	Ventura	CA	93003
T1980	STR (Store)	1601 Kingsdale Ave	Redondo Beach	CA	90278
T1984	STR (Store)	1750 Story Rd	San Jose	CA	95122
T2018	STR (Store)	695 W Herndon Ave	Clovis	CA	93612
T2019	STR (Store)	15614 Whittwood Ln	Whittier	CA	90603
T2020	STR (Store)	8999 Balboa Blvd	Northridge	CA	91325
T2026	STR (Store)	20700 S Avalon Blvd Ste 700	Carson	CA	90746
T2051	STR (Store)	9882 Adams Ave	Huntington Beach	CA	92646
T2082	STR (Store)	7530 Orangethorpe Ave	Buena Park	CA	90621
T2096	STR (Store)	2425 Claribel Rd	Riverbank	CA	95367
T8411	RGD (Region/Group/Dist. Office)	25601 Jeronimo Rd	Mission Viejo	CA	92691

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T2088	STR (Store)	533 Coleman Ave	San Jose	CA	95110
T2115	STR (Store)	3601 N Freeway Blvd	Sacramento	CA	95834
T3948	RGD (Region/Group/Dist. Office)	200 Orangethorpe Ave	Fullerton	CA	92832
T3806	DC (Distribution Center)	3105 N Mango Ave	Rialto	CA	92377
T2128	STR (Store)	900 Spectrum Center Dr	Irvine	CA	92618
T2238	STR (Store)	3155 Silver Creek Rd	San Jose	CA	95121
T3957	RGD (Region/Group/Dist. Office)	1061 Cochrane Rd	Morgan Hill	CA	95037
T2143	STR (Store)	6700 Topanga Canyon Blvd	Canoga Park	CA	91303
T2179	STR (Store)	747 Grand Ave	Diamond Bar	CA	91765
T2185	STR (Store)	19661 Hesperian Blvd	Hayward	CA	94541
T2195	STR (Store)	18287 Collier Ave	Lake Elsinore	CA	92530
T2214	STR (Store)	950 Groveland Ln	Lincoln	CA	95648
T9362	HQ (Headquarters)	200 W Orangethorpe Ave	Fullerton	CA	92832
T3958	RGD (Region/Group/Dist. Office)	5800 Birdcage St	Citrus Heights	CA	95610
T3962	RGD (Region/Group/Dist. Office)	560 Contra Costa Blvd	Pleasant Hill	CA	94523
T2245	STR (Store)	4200 E 4th St	Ontario	CA	91764
T2268	STR (Store)	2005 Town Center Plz	West Sacramento	CA	95691
T2151	STR (Store)	2300 Park Ave	Tustin	CA	92782
T2252	STR (Store)	1061 Cochrane Rd	Morgan Hill	CA	95037
T2260	STR (Store)	20288 US Highway 18	Apple Valley	CA	92307
T2304	STR (Store)	200 Westminster Mall	Westminster	CA	92683
T2307	STR (Store)	2195 Glendale Galleria	Glendale	CA	91210
T2309	STR (Store)	27100 Eucalyptus Ave	Moreno Valley	CA	92555
T2319	STR (Store)	950 E 33rd St	Signal Hill	CA	90755
T3963	RGD (Region/Group/Dist. Office)	14750 Miller Ave	Fontana	CA	92336
T2163	STR (Store)	25601 Jeronimo Rd	Mission Viejo	CA	92691
T2270	STR (Store)	4400 Town Center Blvd	El Dorado Hills	CA	95762
T2275	STR (Store)	1621 S Alameda St	Compton	CA	90220
T2281	STR (Store)	2161 Monterey Hwy	San Jose	CA	95125
T2306	STR (Store)	133 General Stilwell Dr	Marina	CA	93933
T2328	STR (Store)	651 W Sepulveda Blvd	Carson	CA	90745
T2329	STR (Store)	11133 Balboa Blvd	Granada Hills	CA	91344
T2349	STR (Store)	2195 E Prosperity Ave	Tulare	CA	93274
T3976	RGD (Region/Group/Dist. Office)	11000 Stockdale Hwy	Bakersfield	CA	93311
T2147	STR (Store)	2370 S Azusa Ave	West Covina	CA	91792
T2398	STR (Store)	245 S Mills Rd	Ventura	CA	93003
T1507	STR (Store)	4500 Macdonald Ave	Richmond	CA	94805
T2232	STR (Store)	3060 Plaza Bonita Rd	National City	CA	91950
T2347	STR (Store)	16858 Golden Valley Pkwy	Lathrop	CA	95330
T2350	STR (Store)	38019 47Th St E	Palmdale	CA	93552
T2359	STR (Store)	1405 W Pacheco Blvd	Los Banos	CA	93635
T2386	STR (Store)	1000 Commerce Ave	Atwater	CA	95301
T2397	STR (Store)	1000 W Imperial Hwy	La Habra	CA	90631
T2408	STR (Store)	2185 Bronze Star Dr	Woodland	CA	95776
T2421	STR (Store)	101 S Euclid St	Anaheim	CA	92802
T2280	STR (Store)	2700 W 120th St	Hawthorne	CA	90250
T2420	STR (Store)	1363 W Henderson Ave	Porterville	CA	93257
T2424	STR (Store)	6750 Cherry Ave	Long Beach	CA	90805
T2465	STR (Store)	5680 Balboa Ave	San Diego	CA	92111
T2468	STR (Store)	12795 Main St	Hesperia	CA	92345
T2469	STR (Store)	3308 N Dinuba Blvd	Visalia	CA	93291
T2470	STR (Store)	1701 N Gaffey St	San Pedro	CA	90731
T2471	STR (Store)	30340 Haun Rd	Menifee	CA	92584
T9479	DC (Distribution Center)	1505 S Haven Ave	Ontario	CA	91761
T2030	STR (Store)	19105 Golden Valley Rd	Santa Clarita	CA	91387

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T2165	STR (Store)	3150 Business Park Dr	Vista	CA	92081
T2499	STR (Store)	27818 Clinton Keith Rd	Murrieta	CA	92562
T2455	STR (Store)	4601 2nd St	Davis	CA	95618
T2463	STR (Store)	10881 Olson Dr	Rancho Cordova	CA	95670
T2482	STR (Store)	855 E Birch St	Brea	CA	92821
T2632	STR (Store)	6000 Sepulveda Blvd Ste 2250	Culver City	CA	90230
T2715	STR (Store)	11000 Stockdale Hwy	Bakersfield	CA	93311
T2584	STR (Store)	298 W McKinley Ave	Sunnyvale	CA	94086
T2462	STR (Store)	51 Tierra Rejada Rd	Simi Valley	CA	93065
T2492	STR (Store)	6507 4th Ave	Sacramento	CA	95817
T2524	STR (Store)	2901 Ming Ave	Bakersfield	CA	93304
T2581	STR (Store)	95 Holger Way	San Jose	CA	95134
T2627	STR (Store)	809 N Azusa Ave	Azusa	CA	91702
T2767	STR (Store)	1555 40th Street	Emeryville	CA	94608
T2759	STR (Store)	11990 Los Osoa Valley Rd	San Luis Obispo	CA	93405
T2760	STR (Store)	2850 N Oxnard Blvd	Oxnard	CA	93036
T2730	STR (Store)	990 Avenida Vista Hermosa	San Clemente	CA	92673
T2771	STR (Store)	2800 Dublin Blvd	Dublin	CA	94568
T2615	STR (Store)	43950 Pacific Commons Blvd	Fremont	CA	94538
T2774	STR (Store)	10861 Weyburn Ave	Los Angeles	CA	90024
T2795	STR (Store)	1825 41st Ave	Capitola	CA	95010
T2766	STR (Store)	789 Mission St	San Francisco	CA	94103
T2776	STR (Store)	735 S Figueroa St	Los Angeles	CA	90017
T2802	STR (Store)	280 E Via Rancho Pkwy	Escondido	CA	92025
T9737	HQ (Headquarters)	101 Howard St Ste 350	San Francisco	CA	94105
T2775	STR (Store)	8480 Beverly Blvd Ste 1A	Los Angeles	CA	90048
T9738	HQ (Headquarters)	1960 E Grand Ave Ste 600	El Segundo	CA	90245
T2601	STR (Store)	401 Kenilworth Drive	Petaluma	CA	94952
T9740	HQ (Headquarters)	1960 E Grand Ave Ste 610	El Segundo	CA	90245
T9741	HQ (Headquarters)	1316 Hermosa Avenue	Hermosa Beach	CA	90254
T2768	STR (Store)	2675 Geary Blvd	San Francisco	CA	94118
T2772	STR (Store)	125 Shoreline Pkwy	San Rafael	CA	94901
T2829	STR (Store)	2700 Fifth Street	Alameda	CA	94501
T2831	STR (Store)	701 Rio Rancho Road	Pomona	CA	91766
T9745	HQ (Headquarters)	201 Mission St FL 30	San Francisco	CA	94105
T2604	STR (Store)	5104 Commons Dr	Rocklin	CA	95677
T2605	STR (Store)	5630 Cottle Rd	San Jose	CA	95123
T2744	STR (Store)	6655 North Riverside Dr	Fresno	CA	93722
T3899	DC (Distribution Center)	2245 W Renaissance Pkwy	Rialto	CA	92376
T2810	STR (Store)	30740 Russell Ranch Rd	Westlake Village	CA	91362
T9743	HQ (Headquarters)	100 Mathilda Place Ste 100	Sunnyvale	CA	94086
T2804	STR (Store)	950 Coddington Center	Santa Rosa	CA	95401
T2830	STR (Store)	2004 El Camino Real	Santa Clara	CA	95050
T3201	STR (Store)	225 Bush St Ste 100	San Francisco	CA	94104
T3202	STR (Store)	2187 Shattuck Ave	Berkeley	CA	94704
T3840	DC (Distribution Center)	3110 N Alder Ave	Rialto	CA	92377
T2855	STR (Store)	17170 Camino Del Sur	San Diego	CA	92127
T3205	STR (Store)	3030 Grape St	San Diego	CA	92102
T3203	STR (Store)	1830 Ocean Ave	San Francisco	CA	94112
T3225	STR (Store)	5760 E 7TH ST	Long Beach	CA	90803
T3224	STR (Store)	19499 Stevens Creek Blvd	Cupertino	CA	95014
T3240	STR (Store)	180 Donahue St	Sausalito	CA	94965
T3217	STR (Store)	3131 S Hoover St Ste 1910	Los Angeles	CA	90089
T3233	STR (Store)	4255 Campus Dr Ste A150	Irvine	CA	92612
T3264	STR (Store)	233 Winston Dr	San Francisco	CA	94132

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T3265	STR (Store)	1775 E Bayshore Rd	East Palo Alto	CA	94303
T3982	RGD (Region/Group/Dist. Office)	10621 Carmenita Rd	Santa Fe Springs	CA	90670
T3983	RGD (Region/Group/Dist. Office)	24500 Alicia Pkwy	Mission Viejo	CA	92691
T3218	STR (Store)	10340 N Sepulveda Blvd	Mission Hills	CA	91345
T3258	STR (Store)	2620 E Chapman Ave	Orange	CA	92869
T3262	STR (Store)	4211 Eagle Rock Blvd	Los Angeles	CA	90065
T2871	STR (Store)	443 College Blvd	Oceanside	CA	92057
T3267	STR (Store)	1414 University Ave	Berkeley	CA	94702
T3216	STR (Store)	620 S Virgil Ave Ste 100	Los Angeles	CA	90005
T3251	STR (Store)	1033 N Hollywood Way	Burbank	CA	91505

EXHIBIT A-2

Exhibit A-2 Covered Facilities

Location	Location Type	Address	City	State	Zip	Operating Status
T0181	STR (Store)	250 W Esplanade Dr	Oxnard	CA	93036	CLOSED
T1119	STR (Store)	400 Newpark Mall	Newark	CA	94560	CLOSED
T0204	STR (Store)	40 N 4th Ave	Chula Vista	CA	91910	CLOSED
T9361	HQ (Headquarters)	300 Tanforan Park Mall	San Bruno	CA	94066	CLOSED
T0276	STR (Store)	15321 Palmdale Rd	Victorville	CA	92392	CLOSED
T2441	STR (Store)	42625 Jackson St	Indio	CA	92203	CLOSED
T3807	DC (Distribution Center)	3110 N Alder Ave	Rialto	CA	92377	CLOSED
T0445	RGD (Region/Group/Dist. Office)	14750 Miller Ave	Fontana	CA	92336	OPEN
T0201	STR (Store)	3245 Sports Arena Blvd	San Diego	CA	92110	OPEN
T0203	STR (Store)	1240 Broadway	Chula Vista	CA	91911	OPEN
T0205	STR (Store)	8001 Othello Ave	San Diego	CA	92111	OPEN
T0418	RGD (Region/Group/Dist. Office)	8001 Othello Ave	San Diego	CA	92111	OPEN
T0183	STR (Store)	9725 Laurel Canyon Blvd	Pacoima	CA	91331	OPEN
T0184	STR (Store)	2120 W Main St	Alhambra	CA	91801	OPEN
T0188	STR (Store)	499 W Orange Show Rd	San Bernardino	CA	92408	OPEN
T0189	STR (Store)	5600 Whittier Blvd	Commerce	CA	90022	OPEN
T0190	STR (Store)	5700 Firestone Blvd	South Gate	CA	90280	OPEN
T0192	STR (Store)	12100 Harbor Blvd	Garden Grove	CA	92840	OPEN
T0193	STR (Store)	13831 Brookhurst St	Garden Grove	CA	92843	OPEN
T0195	STR (Store)	2270 N Bellflower Blvd	Long Beach	CA	90815	OPEN
T0199	STR (Store)	1200 N Sepulveda Blvd	Manhattan Beach	CA	90266	OPEN
T0200	STR (Store)	3433 Sepulveda Blvd	Torrance	CA	90505	OPEN
T0429	RGD (Region/Group/Dist. Office)	16398 Beach Blvd	Westminster	CA	92683	OPEN
T0438	RGD (Region/Group/Dist. Office)	3535 S La Cienega Blvd	Los Angeles	CA	90016	OPEN
T0212	STR (Store)	3520 Tyler St	Riverside	CA	92503	OPEN
T0198	STR (Store)	10820 Jefferson Blvd	Culver City	CA	90230	OPEN
T0222	STR (Store)	17751 Colima Rd	Rowland Heights	CA	91748	OPEN
T0226	STR (Store)	2462 Foothill Blvd	La Verne	CA	91750	OPEN
T0227	STR (Store)	10621 Carmenita Rd	Santa Fe Springs	CA	90670	OPEN
T0428	RGD (Region/Group/Dist. Office)	14750 Miller Ave	Fontana	CA	92336	OPEN
T0228	STR (Store)	6635 Fallbrook Ave	West Hills	CA	91307	OPEN
T0229	STR (Store)	6835 Katella Ave	Cypress	CA	90630	OPEN
T0230	STR (Store)	2191 N Tustin St	Orange	CA	92865	OPEN
T0245	STR (Store)	43525 10th St W	Lancaster	CA	93534	OPEN
T0249	STR (Store)	16400 Beach Blvd	Westminster	CA	92683	OPEN
T0250	STR (Store)	3300 S Bristol St	Santa Ana	CA	92704	OPEN
T0553	DC (Distribution Center)	14750 Miller Ave	Fontana	CA	92336	OPEN
T0246	STR (Store)	2907 Cochran St	Simi Valley	CA	93065	OPEN
T0257	STR (Store)	24425 Magic Mountain Pkwy	Valencia	CA	91355	OPEN
T0258	STR (Store)	5555 Philadelphia St	Chino	CA	91710	OPEN
T0259	STR (Store)	26932 La Paz Rd	Aliso Viejo	CA	92656	OPEN
T0419	RGD (Region/Group/Dist. Office)	3030 Harbor Blvd STE A	Costa Mesa	CA	92626	OPEN
T0432	RGD (Region/Group/Dist. Office)	6700 Topanga Canyon Blvd	Canoga Park	CA	91303	OPEN
T0293	STR (Store)	2920 Yorba Linda Blvd	Fullerton	CA	92831	OPEN
T0294	STR (Store)	11051 Victory Blvd	North Hollywood	CA	91606	OPEN
T0297	STR (Store)	2380 Sterling Ave	San Bernardino	CA	92404	OPEN
T0298	STR (Store)	4200 E Main St	Ventura	CA	93003	OPEN
T0299	STR (Store)	8840 Corbin Ave	Northridge	CA	91324	OPEN
T0300	STR (Store)	24500 Alicia Pkwy	Mission Viejo	CA	92691	OPEN
T0305	STR (Store)	8251 Mira Mesa Blvd	San Diego	CA	92126	OPEN
T0307	STR (Store)	67750 E Palm Canyon Dr	Cathedral City	CA	92234	OPEN
T0309	STR (Store)	223 E Betteravia Rd	Santa Maria	CA	93454	OPEN
T0424	RGD (Region/Group/Dist. Office)	14750 Miller Ave	Fontana	CA	92336	OPEN
T0286	STR (Store)	1330 E 17th St	Santa Ana	CA	92705	OPEN
T0289	STR (Store)	20200 Bloomfield Ave	Cerritos	CA	90703	OPEN
T0290	STR (Store)	2169 W Redondo Beach Blvd	Gardena	CA	90247	OPEN
T0291	STR (Store)	3333 Arlington Ave	Riverside	CA	92506	OPEN

Exhibit A-2 Covered Facilities

T0302	STR (Store)	1050 Huntington Dr	Duarte	CA	91010	OPEN
T0303	STR (Store)	2255 S El Camino Real	Oceanside	CA	92054	OPEN
T0304	STR (Store)	250 Broadway	El Cajon	CA	92021	OPEN
T0273	STR (Store)	3405 Mchenry Ave	Modesto	CA	95350	OPEN
T0274	STR (Store)	1280 Auto Park Way	Escondido	CA	92029	OPEN
T0275	STR (Store)	3150 W Shaw Ave	Fresno	CA	93711	OPEN
T0310	STR (Store)	2505 Riverside Blvd	Sacramento	CA	95818	OPEN
T0311	STR (Store)	5001 Madison Ave	Sacramento	CA	95841	OPEN
T0312	STR (Store)	1919 Fulton Ave	Sacramento	CA	95825	OPEN
T0313	STR (Store)	4707 Pacific Ave	Stockton	CA	95207	OPEN
T0314	STR (Store)	3173 E Shields Ave	Fresno	CA	93726	OPEN
T0317	STR (Store)	1951 E 20th St	Chico	CA	95928	OPEN
T0318	STR (Store)	1153 Butte House Rd	Yuba City	CA	95991	OPEN
T0431	RGD (Region/Group/Dist. Office)	5800 Birdcage St	Citrus Heights	CA	95610	OPEN
T0288	STR (Store)	20801 Ventura Blvd	Woodland Hills	CA	91364	OPEN
T0320	STR (Store)	5001 Junipero Serra Blvd	Colma	CA	94014	OPEN
T0321	STR (Store)	2485 El Camino Real	Redwood City	CA	94063	OPEN
T0323	STR (Store)	20745 Stevens Creek Blvd	Cupertino	CA	95014	OPEN
T0324	STR (Store)	1811 Hillsdale Ave	San Jose	CA	95124	OPEN
T0328	STR (Store)	7200 Amador Plaza Rd	Dublin	CA	94568	OPEN
T0330	STR (Store)	560 Contra Costa Blvd	Pleasant Hill	CA	94523	OPEN
T0331	STR (Store)	904 Admiral Callaghan Lane	Vallejo	CA	94591	OPEN
T0433	RGD (Region/Group/Dist. Office)	560 Contra Costa Blvd	Pleasant Hill	CA	94523	OPEN
T0322	STR (Store)	555 Showers Dr	Mountain View	CA	94040	OPEN
T0267	STR (Store)	1925 Douglas Blvd	Roseville	CA	95661	OPEN
T0296	STR (Store)	14823 Pomerado Rd	Poway	CA	92064	OPEN
T0332	STR (Store)	4301 Century Blvd	Pittsburg	CA	94565	OPEN
T0336	STR (Store)	3750 Barranca Pkwy	Irvine	CA	92606	OPEN
T0358	STR (Store)	900 Shaw Ave	Clovis	CA	93612	OPEN
T0555	DC (Distribution Center)	2050 E Beamer St	Woodland	CA	95776	OPEN
T0359	STR (Store)	29676 Rancho California Rd	Temecula	CA	92591	OPEN
T0614	STR (Store)	3401 Mall View Rd	Bakersfield	CA	93306	OPEN
T0615	STR (Store)	1280 Dana Dr	Redding	CA	96003	OPEN
T0301	STR (Store)	10576 Foothill Blvd	Rancho Cucamonga	CA	91730	OPEN
T0972	RGD (Region/Group/Dist. Office)	2800 Dublin Blvd	Dublin	CA	94568	OPEN
T0626	STR (Store)	2155 Morrill Ave	San Jose	CA	95132	OPEN
T0675	STR (Store)	2059 Cadenasso Dr	Fairfield	CA	94533	OPEN
T0676	STR (Store)	1640 N Main St	Salinas	CA	93906	OPEN
T0685	STR (Store)	39440 10th St W	Palmdale	CA	93551	OPEN
T0464	RGD (Region/Group/Dist. Office)	560 Contra Costa Blvd	Pleasant Hill	CA	94523	OPEN
T0660	STR (Store)	16964 Slover Ave	Fontana	CA	92337	OPEN
T0692	STR (Store)	200 Vintage Way	Novato	CA	94945	OPEN
T0437	RGD (Region/Group/Dist. Office)	19661 Hesperian Blvd	Hayward	CA	94541	OPEN
T0641	STR (Store)	3280 R St	Merced	CA	95348	OPEN
T0677	STR (Store)	8148 E Santa Ana Canyon Rd	Anaheim	CA	92808	OPEN
T0827	STR (Store)	3000 Harbison Dr	Vacaville	CA	95687	OPEN
T0828	STR (Store)	4300 Las Positas Rd	Livermore	CA	94551	OPEN
T0852	STR (Store)	475 Rohnert Park Expy W	Rohnert Park	CA	94928	OPEN
T0853	STR (Store)	2355 W Kettleman Ln	Lodi	CA	95242	OPEN
T0883	STR (Store)	777 E Colorado Blvd	Pasadena	CA	91101	OPEN
T0912	STR (Store)	3944 Grand Ave	Chino	CA	91710	OPEN
T0913	STR (Store)	26762 Portola Pkwy	Foothill Ranch	CA	92610	OPEN
T0914	STR (Store)	30602 Santa Margarita Pkwy	Rancho Santa Margarita	CA	92688	OPEN
T0938	STR (Store)	3900 Sisk Rd	Modesto	CA	95356	OPEN
T0939	STR (Store)	19201 Bear Valley Rd	Apple Valley	CA	92308	OPEN
T0941	STR (Store)	1790 Airline Hwy	Hollister	CA	95023	OPEN
T0456	RGD (Region/Group/Dist. Office)	7604 N Blackstone Ave	Fresno	CA	93720	OPEN
T0940	STR (Store)	72549 Highway 111	Palm Desert	CA	92260	OPEN
T0949	STR (Store)	2610 Bishop Dr	San Ramon	CA	94583	OPEN

Exhibit A-2 Covered Facilities

T0997	STR (Store)	5500 Grossmont Ctr Dr Ste 1	La Mesa	CA	91942	OPEN
T0785	RGD (Region/Group/Dist. Office)	14750 Miller Ave	Fontana	CA	92336	OPEN
T0736	STR (Store)	1290 Hamner Ave	Norco	CA	92860	OPEN
T0737	STR (Store)	1400 Fitzgerald Dr	Pinole	CA	94564	OPEN
T0738	STR (Store)	2800 Naglee Rd	Tracy	CA	95304	OPEN
T0761	STR (Store)	3527 W Florida Ave	Hemet	CA	92545	OPEN
T0937	STR (Store)	1980 Santa Rosa Ave	Santa Rosa	CA	95407	OPEN
T1552	RGD (Region/Group/Dist. Office)	10621 Carmenita Rd	Santa Fe Springs	CA	90670	OPEN
T0911	STR (Store)	7600 N Blackstone Ave	Fresno	CA	93720	OPEN
T1025	STR (Store)	7505 Laguna Blvd	Elk Grove	CA	95758	OPEN
T1026	STR (Store)	205 Soscol Ave	Napa	CA	94559	OPEN
T1027	STR (Store)	209 W Ventura Blvd	Camarillo	CA	93010	OPEN
T1028	STR (Store)	2831 E Eastland Ctr Dr	West Covina	CA	91791	OPEN
T1029	STR (Store)	1010 N El Camino Real	Encinitas	CA	92024	OPEN
T0767	STR (Store)	888 W Arrow Hwy	San Dimas	CA	91773	OPEN
T1040	STR (Store)	1751 University Dr	Vista	CA	92083	OPEN
T1054	STR (Store)	1150 El Camino Real	San Bruno	CA	94066	OPEN
T1562	RGD (Region/Group/Dist. Office)	3000 Countryside Dr	Turlock	CA	95380	OPEN
T1033	STR (Store)	3100 Baldwin Park Blvd	Baldwin Park	CA	91706	OPEN
T1062	STR (Store)	2040 California Ave	Sand City	CA	93955	OPEN
T1098	STR (Store)	430 Blue Ravine Rd	Folsom	CA	95630	OPEN
T1570	RGD (Region/Group/Dist. Office)	1800 W Empire Ave	Burbank	CA	91504	OPEN
T1120	STR (Store)	2305 Theatre Dr	Paso Robles	CA	93446	OPEN
T1121	STR (Store)	5837 Sunrise Blvd	Citrus Heights	CA	95610	OPEN
T1122	STR (Store)	2220 Bridgepointe Pkwy	San Mateo	CA	94404	OPEN
T1100	STR (Store)	2705 Teller Rd	Thousand Oaks	CA	91320	OPEN
T1571	RGD (Region/Group/Dist. Office)	5800 Birdcage St	Citrus Heights	CA	95610	OPEN
T1140	STR (Store)	2911 Jamacha Rd	El Cajon	CA	92019	OPEN
T1143	STR (Store)	1415 Main St	Watsonville	CA	95076	OPEN
T1208	STR (Store)	1871 N Main St	Walnut Creek	CA	94596	OPEN
T1238	STR (Store)	13200 Jamboree Rd	Irvine	CA	92602	OPEN
T1587	RGD (Region/Group/Dist. Office)	3030 Harbor Blvd Ste B	Costa Mesa	CA	92626	OPEN
T1283	STR (Store)	41040 California Oaks Rd	Murrieta	CA	92562	OPEN
T1097	STR (Store)	2700 Bell Rd	Auburn	CA	95603	OPEN
T1293	STR (Store)	3030 Harbor Blvd Ste A	Costa Mesa	CA	92626	OPEN
T1304	STR (Store)	3000 Countryside Dr	Turlock	CA	95380	OPEN
T1305	STR (Store)	11525 South St	Cerritos	CA	90703	OPEN
T1306	STR (Store)	3535 S La Cienega Blvd	Los Angeles	CA	90016	OPEN
T1309	STR (Store)	14920 Raymer St	Van Nuys	CA	91405	OPEN
T1328	STR (Store)	12300 Seal Beach Blvd	Seal Beach	CA	90740	OPEN
T1329	STR (Store)	3471 W Century Blvd	Inglewood	CA	90301	OPEN
T1307	STR (Store)	5711 Sepulveda Blvd	Van Nuys	CA	91411	OPEN
T1332	STR (Store)	3121 E Colorado Blvd	Pasadena	CA	91107	OPEN
T1340	STR (Store)	10600 Firestone Blvd	Norwalk	CA	90650	OPEN
T1362	STR (Store)	1800 W Empire Ave	Burbank	CA	91504	OPEN
T1383	STR (Store)	1893 W Malvern Ave	Fullerton	CA	92833	OPEN
T1384	STR (Store)	9100 Rosedale Hwy	Bakersfield	CA	93312	OPEN
T1407	STR (Store)	133 Serramonte Ctr	Daly City	CA	94015	OPEN
T1411	STR (Store)	3600 Rosemead Blvd	Rosemead	CA	91770	OPEN
T1417	STR (Store)	5740 N Blackstone Ave	Fresno	CA	93710	OPEN
T8404	RGD (Region/Group/Dist. Office)	777 E Colorado Blvd	Pasadena	CA	91101	OPEN
T1408	STR (Store)	2626 Colorado Blvd	Los Angeles	CA	90041	OPEN
T1410	STR (Store)	1288 Camino Del Rio N	San Diego	CA	92108	OPEN
T1418	STR (Store)	200 W Orangethorpe Ave	Fullerton	CA	92832	OPEN
T1423	STR (Store)	9052 Central Ave	Montclair	CA	91763	OPEN
T1424	STR (Store)	12051 Imperial Hwy	Norwalk	CA	90650	OPEN
T1425	STR (Store)	8800 Whittier Blvd	Pico Rivera	CA	90660	OPEN
T1422	STR (Store)	39201 Fremont Blvd	Fremont	CA	94538	OPEN
T1426	STR (Store)	450 N Capitol Ave	San Jose	CA	95133	OPEN

Exhibit A-2 Covered Facilities

T1427	STR (Store)	1600 Saratoga Ave	San Jose	CA	95129	OPEN
T1428	STR (Store)	15555 E 14th St Ste 400	San Leandro	CA	94578	OPEN
T1472	STR (Store)	2499 Whipple Rd	Hayward	CA	94544	OPEN
T1485	STR (Store)	9846 Mission Gorge Rd	Santee	CA	92071	OPEN
T1502	STR (Store)	10451 Fairway Dr	Roseville	CA	95678	OPEN
T1526	STR (Store)	280 Spreckels Ave	Manteca	CA	95336	OPEN
T0593	DC (Distribution Center)	3880 Zachary Ave	Shafter	CA	93263	OPEN
T1547	STR (Store)	800 New Los Angeles Ave	Moorpark	CA	93021	OPEN
T1548	STR (Store)	2615 Tuscanny St	Corona	CA	92881	OPEN
T3908	RGD (Region/Group/Dist. Office)	8001 Othello Ave	San Diego	CA	92111	OPEN
T3910	RGD (Region/Group/Dist. Office)	879 Blossom Hill Rd	San Jose	CA	95123	OPEN
T1409	STR (Store)	141 Lakewood Center Mall	Lakewood	CA	90712	OPEN
T1805	STR (Store)	4247 S Mooney Blvd	Visalia	CA	93277	OPEN
T1815	STR (Store)	910 Eastlake Pkwy	Chula Vista	CA	91914	OPEN
T1816	STR (Store)	2295 N Imperial Ave	El Centro	CA	92243	OPEN
T1819	STR (Store)	5769 Lone Tree Way	Antioch	CA	94531	OPEN
T1843	STR (Store)	2755 Canyon Springs Pkwy	Riverside	CA	92507	OPEN
T1846	STR (Store)	3424 College Ave	San Diego	CA	92115	OPEN
T1851	STR (Store)	6705 Camino Arroyo	Gilroy	CA	95020	OPEN
T3909	RGD (Region/Group/Dist. Office)	14750 Miller Ave	Fontana	CA	92336	OPEN
T1527	STR (Store)	8101 Cosumnes River Blvd	Sacramento	CA	95823	OPEN
T1862	STR (Store)	10424 Trinity Parkway	Stockton	CA	95219	OPEN
T1867	STR (Store)	78935 US Hwy 111	La Quinta	CA	92253	OPEN
T1869	STR (Store)	27320 W Lugonia Ave	Redlands	CA	92374	OPEN
T1884	STR (Store)	7100 Santa Monica Blvd, STE 201	West Hollywood	CA	90046	OPEN
T1421	STR (Store)	2525 4th St	Eureka	CA	95501	OPEN
T1438	STR (Store)	4000 Bel Aire Plz	Napa	CA	94558	OPEN
T1906	STR (Store)	140 N 12th Ave	Hanford	CA	93230	OPEN
T1926	STR (Store)	1057 Eastshore Hwy	Albany	CA	94710	OPEN
T1927	STR (Store)	879 Blossom Hill Rd	San Jose	CA	95123	OPEN
T1936	STR (Store)	1441 W 17th St	Santa Ana	CA	92706	OPEN
T9349	HQ (Headquarters)	430 Newpark Mall 3rd Fl	Newark	CA	94560	OPEN
T9349	HQ (Headquarters)	430 Newpark Mall 3rd Fl	Newark	CA	94560	OPEN
T3928	RGD (Region/Group/Dist. Office)	777 E Colorado Blvd	Pasadena	CA	91101	OPEN
T3931	RGD (Region/Group/Dist. Office)	2800 Dublin Rd	Dublin	CA	94538	OPEN
T3933	RGD (Region/Group/Dist. Office)	16398 Beach Blvd	Westminster	CA	92683	OPEN
T8407	RGD (Region/Group/Dist. Office)	10881 Olson Dr	Rancho Cordova	CA	95670	OPEN
T1834	STR (Store)	1931 Campus Ave	Upland	CA	91784	OPEN
T1958	STR (Store)	15272 Summit Ave	Fontana	CA	92336	OPEN
T1961	STR (Store)	12471 Limonite Ave	Mira Loma	CA	91752	OPEN
T3939	RGD (Region/Group/Dist. Office)	245 S Mills Rd	Ventura	CA	93003	OPEN
T1980	STR (Store)	1601 Kingsdale Ave	Redondo Beach	CA	90278	OPEN
T1984	STR (Store)	1750 Story Rd	San Jose	CA	95122	OPEN
T2018	STR (Store)	695 W Herndon Ave	Clovis	CA	93612	OPEN
T2019	STR (Store)	15614 Whittwood Ln	Whittier	CA	90603	OPEN
T2020	STR (Store)	8999 Balboa Blvd	Northridge	CA	91325	OPEN
T2026	STR (Store)	20700 S Avalon Blvd Ste 700	Carson	CA	90746	OPEN
T2051	STR (Store)	9882 Adams Ave	Huntington Beach	CA	92646	OPEN
T2082	STR (Store)	7530 Orangethorpe Ave	Buena Park	CA	90621	OPEN
T2096	STR (Store)	2425 Claribel Rd	Riverbank	CA	95367	OPEN
T8411	RGD (Region/Group/Dist. Office)	25601 Jeronimo Rd	Mission Viejo	CA	92691	OPEN
T2088	STR (Store)	533 Coleman Ave	San Jose	CA	95110	OPEN
T2115	STR (Store)	3601 N Freeway Blvd	Sacramento	CA	95834	OPEN
T3948	RGD (Region/Group/Dist. Office)	200 Orangethorpe Ave	Fullerton	CA	92832	OPEN
T3806	DC (Distribution Center)	3105 N Mango Ave	Rialto	CA	92377	OPEN
T2128	STR (Store)	900 Spectrum Center Dr	Irvine	CA	92618	OPEN
T2238	STR (Store)	3155 Silver Creek Rd	San Jose	CA	95121	OPEN
T3957	RGD (Region/Group/Dist. Office)	1061 Cochrane Rd	Morgan Hill	CA	95037	OPEN
T2143	STR (Store)	6700 Topanga Canyon Blvd	Canoga Park	CA	91303	OPEN

Exhibit A-2 Covered Facilities

T2179	STR (Store)	747 Grand Ave	Diamond Bar	CA	91765	OPEN
T2185	STR (Store)	19661 Hesperian Blvd	Hayward	CA	94541	OPEN
T2195	STR (Store)	18287 Collier Ave	Lake Elsinore	CA	92530	OPEN
T2214	STR (Store)	950 Groveland Ln	Lincoln	CA	95648	OPEN
T9362	HQ (Headquarters)	200 W Orangethorpe Ave	Fullerton	CA	92832	OPEN
T3958	RGD (Region/Group/Dist. Office)	5800 Birdcage St	Citrus Heights	CA	95610	OPEN
T3962	RGD (Region/Group/Dist. Office)	560 Contra Costa Blvd	Pleasant Hill	CA	94523	OPEN
T2245	STR (Store)	4200 E 4th St	Ontario	CA	91764	OPEN
T2268	STR (Store)	2005 Town Center Plz	West Sacramento	CA	95691	OPEN
T2151	STR (Store)	2300 Park Ave	Tustin	CA	92782	OPEN
T2252	STR (Store)	1061 Cochrane Rd	Morgan Hill	CA	95037	OPEN
T2260	STR (Store)	20288 US Highway 18	Apple Valley	CA	92307	OPEN
T2304	STR (Store)	200 Westminster Mall	Westminster	CA	92683	OPEN
T2307	STR (Store)	2195 Glendale Galleria	Glendale	CA	91210	OPEN
T2309	STR (Store)	27100 Eucalyptus Ave	Moreno Valley	CA	92555	OPEN
T2319	STR (Store)	950 E 33rd St	Signal Hill	CA	90755	OPEN
T3963	RGD (Region/Group/Dist. Office)	14750 Miller Ave	Fontana	CA	92336	OPEN
T2163	STR (Store)	25601 Jeronimo Rd	Mission Viejo	CA	92691	OPEN
T2270	STR (Store)	4400 Town Center Blvd	El Dorado Hills	CA	95762	OPEN
T2275	STR (Store)	1621 S Alameda St	Compton	CA	90220	OPEN
T2281	STR (Store)	2161 Monterey Hwy	San Jose	CA	95125	OPEN
T2306	STR (Store)	133 General Stilwell Dr	Marina	CA	93933	OPEN
T2328	STR (Store)	651 W Sepulveda Blvd	Carson	CA	90745	OPEN
T2329	STR (Store)	11133 Balboa Blvd	Granada Hills	CA	91344	OPEN
T2349	STR (Store)	2195 E Prosperity Ave	Tulare	CA	93274	OPEN
T3976	RGD (Region/Group/Dist. Office)	11000 STOCKDALE HWY	Bakersfield	CA	93311	OPEN
T2147	STR (Store)	2370 S Azusa Ave	West Covina	CA	91792	OPEN
T2398	STR (Store)	245 S Mills Rd	Ventura	CA	93003	OPEN
T1507	STR (Store)	4500 Macdonald Ave	Richmond	CA	94805	OPEN
T2232	STR (Store)	3060 Plaza Bonita Rd	National City	CA	91950	OPEN
T2347	STR (Store)	16858 Golden Valley Pkwy	Lathrop	CA	95330	OPEN
T2350	STR (Store)	38019 47Th St E	Palmdale	CA	93552	OPEN
T2359	STR (Store)	1405 W Pacheco Blvd	Los Banos	CA	93635	OPEN
T2386	STR (Store)	1000 Commerce Ave	Atwater	CA	95301	OPEN
T2397	STR (Store)	1000 W Imperial Hwy	La Habra	CA	90631	OPEN
T2408	STR (Store)	2185 Bronze Star Dr	Woodland	CA	95776	OPEN
T2421	STR (Store)	101 S Euclid St	Anaheim	CA	92802	OPEN
T2280	STR (Store)	2700 W 120th St	Hawthorne	CA	90250	OPEN
T2420	STR (Store)	1363 W Henderson Ave	Porterville	CA	93257	OPEN
T2424	STR (Store)	6750 Cherry Ave	Long Beach	CA	90805	OPEN
T2465	STR (Store)	5680 Balboa Ave	San Diego	CA	92111	OPEN
T2468	STR (Store)	12795 Main St	Hesperia	CA	92345	OPEN
T2469	STR (Store)	3308 N Dinuba Blvd	Visalia	CA	93291	OPEN
T2470	STR (Store)	1701 N Gaffey St	San Pedro	CA	90731	OPEN
T2471	STR (Store)	30340 Haun Rd	Menifee	CA	92584	OPEN
T9479	DC (Distribution Center)	1505 S Haven Ave	Ontario	CA	91761	OPEN
T2030	STR (Store)	19105 Golden Valley Rd	Santa Clarita	CA	91387	OPEN
T2165	STR (Store)	3150 Business Park Dr	Vista	CA	92081	OPEN
T2499	STR (Store)	27818 Clinton Keith Rd	Murrieta	CA	92562	OPEN
T2455	STR (Store)	4601 2nd St	Davis	CA	95618	OPEN
T2463	STR (Store)	10881 Olson Dr	Rancho Cordova	CA	95670	OPEN
T2482	STR (Store)	855 E Birch St	Brea	CA	92821	OPEN
T2632	STR (Store)	6000 Sepulveda Blvd Ste 2250	Culver City	CA	90230	OPEN
T2715	STR (Store)	11000 Stockdale Hwy	Bakersfield	CA	93311	OPEN
T2584	STR (Store)	298 W McKinley Ave	Sunnyvale	CA	94086	OPEN
T2462	STR (Store)	51 Tierra Rejada Rd	Simi Valley	CA	93065	OPEN
T2492	STR (Store)	6507 4th Ave	Sacramento	CA	95817	OPEN
T2524	STR (Store)	2901 Ming Ave	Bakersfield	CA	93304	OPEN
T2581	STR (Store)	95 Holger Way	San Jose	CA	95134	OPEN

Exhibit A-2 Covered Facilities

T2627	STR (Store)	809 N Azusa Ave	Azusa	CA	91702	OPEN
T2767	STR (Store)	1555 40th Street	Emeryville	CA	94608	OPEN
T2759	STR (Store)	11990 Los Osos Valley Rd	San Luis Obispo	CA	93405	OPEN
T2760	STR (Store)	2850 N Oxnard Blvd	Oxnard	CA	93036	OPEN
T2730	STR (Store)	990 Avenida Vista Hermosa	San Clemente	CA	92673	OPEN
T2771	STR (Store)	2800 Dublin Blvd	Dublin	CA	94568	OPEN
T2615	STR (Store)	43950 Pacific Commons Blvd	Fremont	CA	94538	OPEN
T2774	STR (Store)	10861 Weyburn Ave	Los Angeles	CA	90024	OPEN
T2795	STR (Store)	1825 41st Ave	Capitola	CA	95010	OPEN
T2766	STR (Store)	789 Mission St	San Francisco	CA	94103	OPEN
T2776	STR (Store)	735 S Figueroa St	Los Angeles	CA	90017	OPEN
T2802	STR (Store)	280 E Via Rancho Pkwy	Escondido	CA	92025	OPEN
T9737	HQ (Headquarters)	101 Howard St Ste 350	San Francisco	CA	94105	OPEN
T2775	STR (Store)	8480 Beverly Blvd Ste 1A	Los Angeles	CA	90048	OPEN
T9738	HQ (Headquarters)	1960 E Grand Ave Ste 600	El Segundo	CA	90245	OPEN
T2601	STR (Store)	401 Kenilworth Drive	Petaluma	CA	94952	OPEN
T9740	HQ (Headquarters)	1960 E Grand Ave Ste 610	El Segundo	CA	90245	OPEN
T9741	HQ (Headquarters)	1316 Hermosa Avenue	Hermosa Beach	CA	90254	OPEN
T2768	STR (Store)	2675 Geary Blvd	San Francisco	CA	94118	OPEN
T2772	STR (Store)	125 Shoreline Pkwy	San Rafael	CA	94901	OPEN
T2829	STR (Store)	2700 Fifth Street	Alameda	CA	94501	OPEN
T2831	STR (Store)	701 Rio Rancho Road	Pomona	CA	91766	OPEN
T9745	HQ (Headquarters)	201 Mission St FL 30	San Francisco	CA	94105	OPEN
T2604	STR (Store)	5104 Commons Dr	Rocklin	CA	95677	OPEN
T2605	STR (Store)	5630 Cottle Rd	San Jose	CA	95123	OPEN
T2744	STR (Store)	6655 North Riverside Dr	Fresno	CA	93722	OPEN
T3899	DC (Distribution Center)	2245 W Renaissance Pkwy	Rialto	CA	92376	OPEN
T2810	STR (Store)	30740 Russell Ranch Rd	Westlake Village	CA	91362	OPEN
T9743	HQ (Headquarters)	100 Mathilda Place Ste 100	Sunnyvale	CA	94086	OPEN
T2804	STR (Store)	950 Coddington Center	Santa Rosa	CA	95401	OPEN
T2830	STR (Store)	2004 El Camino Real	Santa Clara	CA	95050	OPEN
T3201	STR (Store)	225 Bush St Ste 100	San Francisco	CA	94104	OPEN
T3202	STR (Store)	2187 Shattuck Ave	Berkeley	CA	94704	OPEN
T3840	DC (Distribution Center)	3110 N Alder Ave	Rialto	CA	92377	OPEN
T2855	STR (Store)	17170 Camino Del Sur	San Diego	CA	92127	OPEN
T3205	STR (Store)	3030 Grape St	San Diego	CA	92102	OPEN
T3203	STR (Store)	1830 Ocean Ave	San Francisco	CA	94112	OPEN
T3225	STR (Store)	5760 E 7TH ST	Long Beach	CA	90803	OPEN
T3224	STR (Store)	19499 Stevens Creek Blvd	Cupertino	CA	95014	OPEN
T3240	STR (Store)	180 Donahue St	Sausalito	CA	94965	OPEN
T3217	STR (Store)	3131 S Hoover St Ste 1910	Los Angeles	CA	90089	OPEN
T3233	STR (Store)	4255 Campus Dr Ste A150	Irvine	CA	92612	OPEN
T3264	STR (Store)	233 Winston Dr	San Francisco	CA	94132	OPEN
T3265	STR (Store)	1775 E Bayshore Rd	East Palo Alto	CA	94303	OPEN
T3982	RGD (Region/Group/Dist. Office)	10621 Carmenita Rd	Santa Fe Springs	CA	90670	OPEN
T3983	RGD (Region/Group/Dist. Office)	24500 Alicia Pkwy	Mission Viejo	CA	92691	OPEN
T3218	STR (Store)	10340 N Sepulveda Blvd	Mission Hills	CA	91345	OPEN
T3258	STR (Store)	2620 E Chapman Ave	Orange	CA	92869	OPEN
T3262	STR (Store)	4211 Eagle Rock Blvd	Los Angeles	CA	90065	OPEN
T2871	STR (Store)	443 College Blvd	Oceanside	CA	92057	OPEN
T3267	STR (Store)	1414 University Ave	Berkeley	CA	94702	OPEN
T3216	STR (Store)	620 S Virgil Ave Ste 100	Los Angeles	CA	90005	OPEN
T3251	STR (Store)	1033 N Hollywood Way	Burbank	CA	91505	OPEN

EXHIBIT B-1

EXHIBIT B-1 -- CIVIL PENALTIES

Agency	Civil Penalties - Business and Professions §17200 Penalties	Civil Penalties - Health and Safety §25500 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	\$ 260,000.00	\$ 40,000.00	\$ -	\$ 300,000.00
Attorney General's Office* (see below)	\$ 640,000.00	\$ -	\$ -	\$ 640,000.00
Contra Costa Co. District Attorney's Office	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
Fresno Co. District Attorney's Office	\$ 32,000.00	\$ -	\$ -	\$ 32,000.00
Los Angeles City Attorney's Office	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Los Angeles Co. District Attorney's Office	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Monterey Co. District Attorney's Office	\$ 200,000.00	\$ 40,000.00	\$ -	\$ 240,000.00
Napa Co. District Attorney's Office	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Orange Co. District Attorney's Office	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Placer Co. District Attorney's Office** (see below)	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Riverside Co. District Attorney's Office*** (see below)	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Sacramento Co. District Attorney's Office**** (see below)	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
San Bernardino Co. District Attorney's Office	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
San Diego City Attorney's Office	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
San Diego Co. District Attorney's Office	\$ 260,000.00	\$ 40,000.00	\$ -	\$ 300,000.00
San Francisco Co. District Attorney's Office	\$ 64,000.00	\$ -	\$ -	\$ 64,000.00
San Joaquin Co. District Attorney's Office***** (see below)	\$ 260,000.00	\$ 40,000.00	\$ -	\$ 300,000.00
San Mateo Co. District Attorney's Office	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Santa Clara Co. District Attorney's Office	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Shasta Co. District Attorney's Office	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Solano Co. District Attorney's Office***** (see below)	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Sonoma Co. District Attorney's Office	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Stanislaus Co. District Attorney's Office	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Tulare Co. District Attorney's Office	\$ 32,000.00	\$ -	\$ -	\$ 32,000.00
Ventura Co. District Attorney's Office	\$ 260,000.00	\$ 40,000.00	\$ -	\$ 300,000.00
Yolo Co. District Attorney's Office	\$ 276,000.00	\$ 44,000.00	\$ 32,000.00	\$ 352,000.00
Totals - Prosecutor Civil Penalties	\$ 2,584,000.00	\$ 244,000.00	\$ 32,000.00	\$ 2,860,000.00

* ATTORNEY GENERAL'S OFFICE: \$640,000.00 as civil penalties to the California Attorney General's Office pursuant to Business and Professions Code section 17200 et seq. and Government Code section 26506. The check provided for the Attorney General's portion of civil penalties shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The check shall bear on its face the case name ("People v. Target Corporation, Case No. RG09457686) and the internal docket number for this matter (Prolaw No. OK2009900940). The money paid to the Attorney General 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. The payment, and any interest derived therefrom shall solely and exclusively augment the budget of the Attorney General's Office as it pertains to the Environment Section of the Public Rights Division and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

** 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.

*** RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$20,000.00 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.

**** 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.

EXHIBIT B-1 -- CIVIL PENALTIES

***** SAN JOAQUIN: Business and Professions Code § 17200 Penalties shall be paid to the "Treasurer of San Joaquin County". Penalties allocated to Health and Safety Code § 25500 shall be paid to the "San Joaquin Co. District Attorney's Office".

***** 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.

Pursuant to Government Code section 26506, any civil penalties recovered in a civil action brought jointly in the name of the People of the State of California by the Attorney General and any combination of one or more district attorneys or city attorneys shall be paid as approved by the Court.

EXHIBIT B-2

EXHIBIT B-2 -- CIVIL PENALTIES

Agency	Civil Penalties - Health and Safety §25500 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Regulatory Agencies
California Highway Patrol	\$ 8,000.00	\$ -	\$ 8,000.00
Department of Toxic Substances Control* (see below)	\$ -	\$ 64,000.00	\$ 64,000.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 32,000.00	\$ -	\$ 32,000.00
Monterey Co. - Environmental Health Division	\$ 20,000.00	\$ -	\$ 20,000.00
Napa Co. - Dept. of Env. Mngt.	\$ 20,000.00	\$ -	\$ 20,000.00
San Diego Co. - Dept. of Environmental Health	\$ 32,000.00	\$ -	\$ 32,000.00
San Joaquin Co. - Environmental Health Department	\$ 80,000.00	\$ 32,000.00	\$ 112,000.00
Tulare Co. - Environmental Health	\$ 32,000.00	\$ -	\$ 32,000.00
Yolo Co. - Environmental Health	\$ 20,000.00	\$ -	\$ 20,000.00
Total - Agency Civil Penalties	\$ 244,000.00	\$ 96,000.00	\$ 340,000.00
*DTSC: Defendants shall pay to Plaintiff the sum of \$64,000.00 as and for civil penalties, pursuant to Health and Safety Code section 25192. Said payment shall be made payable to the Department of Toxic Substances Control-Toxic Substance Control Account and delivered as provided for in Paragraph 5.4 of the Revised Final Judgment and Preliminary Injunction on Consent.			

EXHIBIT C

Exhibit C – Supplemental Environmental Projects Involving Third Parties

1. **Environmental Protection Prosecution Fund.** Target shall provide the amount of Fifty Thousand Dollars (\$50,000.00) to be used by the Craig Thompson Environmental Protection Prosecution Fund (“CTEPP Fund”) for purposes consistent with the mission of the CTEPP Fund.
2. **California CUPA Forum.** * Target shall provide the amount of Fifty Thousand Dollars (\$50,000.00) to fund scholarships for attendance and participation at the annual CUPA 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.
3. **California Hazardous Material Investigators Association (CHMIA).** * Target shall provide the amount of Fifty Thousand Dollars (\$50,000.00) to be used by the CHMIA to fund partial scholarships for attendance and participation at their annual training conference presented by CHMIA.
4. **California Advanced Environmental Criminal Training Program (Cal-AECTP) with CHMIA.** * Target shall provide the amount of Fifty Thousand Dollars (\$50,000.00) 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.
5. **California Compliance School for Hazardous Waste Generators.** * Target shall provide the amount of Fifty Thousand Dollars (\$50,000.00) to fund training classes to be conducted by the California Compliance School for Generators, a joint venture between the Department of Toxic Substances Control (DTSC) and the Kern Community College District. These classes are identified

Exhibit C – Supplemental Environmental Projects Involving Third Parties

as Supplemental Environmental Project Nos. 31 and 32 on the Department of Toxic Substances Control's List of Accepted Supplemental Environmental Projects. (See DTSC's Accepted Supplemental Environmental Project List at <http://www.dtsc.ca.gov/GetInvolved/SEP/SEPs.cfm>.)

This funding shall be used to conduct education classes and programs for owners and operators of small businesses located in low income and minority areas of communities in California. The classes shall be designed for owners, operators and employees of businesses who will benefit from receiving information regarding how to manage, store and dispose of their hazardous business waste in a lawful manner. Examples of locations where the classes shall be taught include, but are not limited to, low income and minority areas of Redding, Salinas, Gilroy, El Cajon and Chula Vista. The course instructor, Richard M. Casagrande, and representatives of the People of the State of California will coordinate to determine the appropriate number of one-day and three-day classes to be conducted and the specific locations of the classes. Some of these classes shall be taught in Spanish.

6. **California District Attorneys Association Environmental Project.** * Target shall provide the amount of Twenty-Five Thousand Dollars (\$25,000.00) to be used by the California District Attorneys Association Environmental Project for the purposes of providing training consistent with the objectives of the Environmental Project.

7. **California District Attorneys Association Circuit Prosecutor Project.** * Target shall provide the amount of Twenty-Five Thousand Dollars (\$25,000.00) to be used by the California District Attorneys Association Circuit Prosecutor Project for purposes consistent with the objectives of the Circuit Prosecutor Project.

* If the payment provided by Target 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 **Exhibit F** of the Revised Final Judgment and Permanent Injunction.

EXHIBIT D-1

Exhibit D-1
Compactor Inspection Program

Annually, for the next three years after entry of the Revised Final Judgment, Target shall retain an independent third-party vendor (hereinafter referred to as the "Vendor"), approved by the People, who shall conduct three (3) annual physical inspections of Target's trash compactor waste (hereinafter "Trash Compactor Audits") as set forth herein. Each Trash Compactor Audit shall include twelve (12) of Target's California Facilities for the purpose of determining whether any regulated or potentially regulated waste (e.g., hazardous and universal waste), if any, is present within each selected Target Facility's general refuse trash compactor. These three (3) Trash Compactor Audits shall be substantially similar to the compactor audits of six (6) Target retail stores that Target's contractor performed in November 2016, which included performing waste sorting activities (segregating regulated/potentially regulated waste), and inventorying and photographing each regulated or potentially regulated waste item for the purpose of data collection and reporting on the results of each trash compactor audit. Each Trash Compactor Audit shall be conducted without advance notice to the twelve (12) selected Target Facilities.

The first Trash Compactor Audit shall be conducted and completed within three hundred sixty-five (365) calendar days following entry of this Revised Final Judgment, the second Trash Compactor Audit will be conducted and completed within seven hundred thirty (730) calendar days following entry of this Revised Final Judgment, and the third Trash Compactor Audit will be conducted and completed within one thousand ninety-five (1,095) calendar days following entry of this Revised Final Judgment. Subject to the requirement that six (6) of the twelve (12) audited Target Facilities shall be from Northern California locations and six (6) of the twelve (12) audited Target Facilities shall be from Southern California locations, Target will rely on the

Exhibit D-1
Compactor Inspection Program

Vendor performing the Trash Compactor Audits to select the twelve (12) Target Facilities to be audited based on criteria such as landfill/transfer station access availability, vendor resources in the area, and scheduling restrictions. Once the proposed date(s) and location of each Target Facility to be audited is determined, Target shall notify the People's designees (identified in **Exhibit F**) in writing at least forty-eight (48) hours prior to the commencement of each proposed Trash Compactor Audit of each of the twelve (12) selected Facilities. To the extent practicable, the Trash Compactor Audits will be conducted at such time as the trash compactor at each of the twelve (12) selected Target Facilities is more than sixty (60) percent full. The entire content of each compactor shall be examined by the Vendor:

The Vendor shall prepare a detailed summary of its Trash Compactor Audit findings within ninety (90) calendar days following the completion of each Trash Compactor Audit. The detailed summary of Trash Compactor Audit findings (hereinafter "Trash Compactor Audit Report") shall be substantially similar to the December 2016 reports that were prepared for the November 2016 Target facility compactor audits. Target shall provide a copy of the Vendor's Trash Compactor Audit Report to the People's designees (identified in **Exhibit F**) within fifteen (15) calendar days of its receipt of the Trash Compactor Audit Report from the Vendor. The Vendor's Trash Compactor Audit Report shall identify the results of the twelve (12) Target Facilities that were audited, including, but not limited to, the Target Facility location inspected, the date the Trash Compactor Audit was performed at each Facility, the size and weight (tonnage) of each Target Facility compactor and the estimated compactor volume (at the time of the audit), the Target Facility compactor's waste accumulation time (immediately prior to the audit), a detailed assessment of the regulated or potentially regulated waste items found in each

Exhibit D-1
Compactor Inspection Program

Facility trash compactor (e.g., category, product name, manufacturer/brand, size/unit, quantity/amount remaining, weight), and a photograph log of regulated or potentially regulated waste items found in each Facility trash compactor.

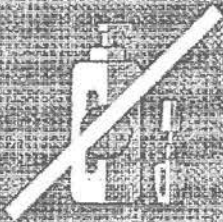
EXHIBIT D-2

EXHIBIT D-2

Target will implement a "Guest Trash Management Program" as follows:

1. The program is designed to minimize the possibility that hazardous material (as defined in Health and Safety Code section 25501, subd. (n)), hazardous wastes (as defined in Health and Safety Code section 25117), medical and pharmaceutical wastes (as defined in Health and Safety Code section 117690), and petroleum and automotive products (e.g., motor oil and engine coolant (collectively referred to as "Regulated Materials")) are disposed of in public trash receptacles in Target stores, parking lots, and public areas (hereinafter referred to as "Guest Trash Receptacles").
2. In an effort to prevent guests and the public from placing Regulated Materials in the Guest Trash Receptacles, Target will label all such Guest Trash Receptacles with a label substantially in the form that follows indicating Guest Trash Receptacles should not be used for disposal of Regulated Materials:

Do Not Trash Chemicals



NO personal care



NO automotive



NO batteries



NO electronics



NO ink cartridges

For proper disposal,
visit www.dtsc.ca.gov
and search household
hazardous waste.

4507153

3. In an effort to detect any Regulated Materials that may be disposed of in Guest Trash Receptacles, Target will institute the following inspection process:
 - a. Guest Trash Receptacle Liners: Target will fill all Guest Trash Receptacles with clear bags or other similar transparent liners.
 - b. Inspection: Before any Target employee or agent places any contents from liners in Guest Trash Receptacles in Target's compactors, a member of that Store's

leadership team, that has received training as described in item no. 6 below, shall conduct a visual inspection of the liners of the Guest Trash Receptacles for any materials the individual identifies as Regulated Materials or potentially Regulated Materials. The visual inspection shall be completed by rotating the clear bag 360 degrees to observe if any Regulated Materials or potentially Regulated Materials are present.

4. If, after conducting the visual inspection, the individual observes that Regulated Materials or potentially Regulated Materials are included in the clear plastic bag (removed from the Guest Trash Receptacle), the individual will either:
 - a. If, in the judgment of the individual the removal of the item could be made safely, remove the Regulated Materials or potentially Regulated Materials from the clear plastic bag and dispose of the Regulated Materials or potentially Regulated Materials in accordance with Target's existing ESIM protocol, and as otherwise required by law.
 - b. If the individual does not believe that the item could be removed safely, the individual will segregate the clear plastic bag until the item may be safely removed by Target's contracted environmental response vendor.
5. If, after conducting the visual inspection, the individual believes that no Regulated Materials or potentially Regulated Materials are contained in the clear plastic bag, the contents of the bag may be placed in Target's compactor.
6. Target will provide annual training to the Store's leadership team and other relevant store personnel regarding this Guest Trash Management Program so as to enable them to effectively identify Regulated Materials or potentially Regulated Materials that should not be disposed of via Target's compactor(s).

EXHIBIT E-1

EXHIBIT E-1

EXHIBIT E-1 -- COSTS

Agency	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 70,788.00
Attorney General's Office* (see below)	\$ 316,893.00
Contra Costa Co. District Attorney's Office	\$ 5,022.00
Fresno Co. District Attorney's Office	\$ 7,730.00
Humboldt Co. District Attorney's Office	\$ 2,055.00
Monterey Co. District Attorney's Office	\$ 88,014.00
Napa Co. District Attorney's Office	\$ 1,857.00
Orange Co. District Attorney's Office	\$ 2,768.00
Riverside Co. District Attorney's Office** (see below)	\$ 5,694.00
Sacramento Co. District Attorney's Office*** (see below)	\$ 2,296.00
San Bernardino Co. District Attorney's Office	\$ 8,896.00
San Diego Co. District Attorney's Office	\$ 43,330.00
San Francisco Co. District Attorney's Office	\$ 13,950.00
San Joaquin Co. District Attorney's Office	\$ 61,647.00
Santa Clara Co. District Attorney's Office	\$ 1,050.00
Solano Co. District Attorney's Office	\$ 2,100.00
Sonoma Co. District Attorney's Office	\$ 900.00
Tulare Co. District Attorney's Office	\$ 8,166.00
Ventura Co. District Attorney's Office	\$ 19,819.00
Yolo Co. District Attorney's Office**** (see below)	\$ 108,121.00
Total --Prosecutor Costs	\$ 771,096.00
<p>*ATTORNEY GENERAL'S OFFICE: \$316,893.00, as reimbursement to the Attorney General's Office for investigative costs, attorney's fees and other enforcement costs incurred in connection with this matter. The check provided for the Attorney General's portion of the fees and costs shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The check shall bear on its face the case name ("People v. Target Corporation, Case No. RG09457686.") and the internal docket number for this matter (Prolaw No. OK2009900940). The money paid to the Attorney General 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. The payment, and any interest derived therefrom shall solely and exclusively augment the budget of the Attorney General's Office as it pertains to the Environment Section of the Public Rights Division and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.</p>	
<p>** RIVERSIDE Costs: "Defendant" shall pay \$5,694.00 as costs to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.</p>	

EXHIBIT E-1 -- COSTS

*** 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.

****YOLO: This money shall be paid in two separate checks: (1) one check addressed to the Yolo County District Attorney's Office in the amount of \$78,121.00, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$30,000.00.

EXHIBIT E-2

EXHIBIT F

Exhibit F – Notice

NOTICE

All notice submissions required by this Revised Final Judgment shall be submitted to:

For the People

Edward H. Ochoa, Supervising Deputy Attorney General
Office of the Attorney General
600 West Broadway, Suite 1800
San Diego, CA 92101

and

David J. Irely, Assistant Chief Deputy District Attorney
Office of the District Attorney of Yolo County
301 Second Street
Woodland, CA 95695-3415

For Target Corporation

Steve Musser
Group Manager, Corporate Compliance
Target Corporation
1000 Nicollet Mall, TPS-2074
Minneapolis, MN 55403

DECLARATION OF SERVICE BY U.S. MAIL

Case Name: **People v. Target Corporation**

Case No.: **RG09457686**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business.

On November 2, 2018, I served the attached:

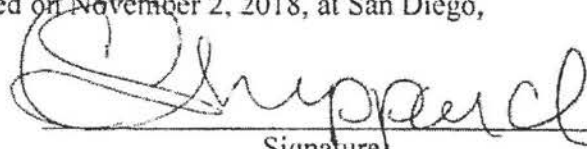
**[PROPOSED] REVISED FINAL JUDGMENT AND PERMANENT INJUNCTION
ON CONSENT**

by placing a true copy thereof enclosed in a sealed envelope in the internal mail collection system at the Office of the Attorney General at 600 West Broadway, Suite 1800, P.O. Box 85266, San Diego, CA 92186-5266, addressed as follows:

David McDowell, Esq.
Morrison & Foerster, LLP
707 Wilshire Boulevard Suite 6000
Los Angeles CA 90017-3543
Attorneys for Defendant
Target Corporation

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on November 2, 2018, at San Diego, California.

Charlette Sheppard
Declarant



Signature