2 MARGARITA PADILLA	v. Code, § 6103
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Deputy Attorney General	THURED
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6 Telephone: (916) 210-7789 Fax: (916) 327-2319	PTHE SUPERIOR COURT
7 E-mail: Reed.Sato@doj.ca.gov	Dobas
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9 SUPERIOR COURT OF THE STATE OF CALIFOR	: NIA
10 COUNTY OF ALAMEDA	
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PEOPLE OF THE STATE OF CALIFORNIA, Case No. RG18893251	
15 v. INJUNCTION; [PRO JUDGMENT AND PR	POSED] FINAL
16	
17 Corporation, Judge: Seligman	
	15, 2018
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27	Attorney General of California MARGARITA PADILLA Supervising Deputy Attorney General REED SATO Deputy Attorney General State Bar No. 87685 1300 I Street, Suite 125 P.O. Box 944255 Sacramento, CA 94244-2550 Telephone: (916) 210-7789 Fax: (916) 327-2319 E-mail: Reed.Sato@doj.ca.gov Attorneys for People SUPERIOR COURT OF THE STATE OF CALIFOR COUNTY OF ALAMEDA PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, V. Plaintiff, V. Plaintiff, JUDGMENT AND PI NJUNCTION PINJUNCTION HOME DEPOT U.S.A. INC., a Delaware Corporation, Dept: 23 Judge: Seligman Trial Date: N/A

WHEREAS, THE PEOPLE OF THE STATE OF CALIFORNIA ("Plaintiff" or "the People"), by and through its attorneys, Xavier Becerra, Attorney General of the State of California, and by the District Attorneys of Alameda, Monterey, Riverside, San Diego, San Joaquin, Santa Clara, Ventura, and Yolo Counties, and the City Attorney for the City of Los Angeles and Defendant, HOME DEPOT U.S.A., Inc. ("Defendant" or "Home Depot"), appearing through its attorneys Quinn Emanuel Urquhart & Sullivan, LLP, by James R. Asperger and Duane R. Lyons, hereby stipulate and consent to entry of this Final Judgment and Permanent Injunction on Consent ("Final Judgment on Consent") without trial or adjudication of any fact or law herein, as set forth below:

FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT

1. JURISDICTION

The Parties stipulate and agree that the Superior Court of California, County of Alameda, has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment on Consent.

2. SETTLEMENT OF DISPUTED CLAIMS

This Stipulation for Entry of Final Judgment and Permanent Injunction on Consent and Final Judgment on Consent entered thereon is not an admission by Defendant regarding any issue of law or fact in the above-captioned matter or any violation of any law. The Parties enter into this Stipulation for Entry of Final Judgment and Permanent Injunction on Consent ("Stipulation") pursuant to a compromise and settlement of disputed claims, as set forth in the Complaint filed in this action, for the purpose of furthering the public interest. The People believe that the resolution embodied in this Final Judgment on Consent is fair and reasonable and fulfills the People's enforcement objectives; and that except as provided in this Final Judgment on Consent, no further action is warranted concerning the allegations contained in the Complaint. Defendant agrees that this Final Judgment on Consent is a fair and reasonable resolution of the matters alleged in the Complaint.

The Parties stipulate and consent to the entry of this Final Judgment on Consent prior to the taking of any proof, and without trial or adjudication of any fact or law herein. The Parties also

waive their right to appeal the entry of this Final Judgment on Consent pursuant to their Stipulation.

3. **DEFINITIONS**

Except where otherwise expressly defined in this Final Judgment, all terms shall be interpreted consistent with Chapters 6.5 and 6.95 of Division 20 of the Health and Safety Code; Health and Safety Code section 117600, *et seq*; and the regulations promulgated under these chapters and sections.

"CALIFORNIA HOME DEPOT FACILITIES" means Home Depot's: 1) current retail stores and distribution centers, in the State of California that are, owned, operated, or leased by Home Depot as of the date of entry of the Judgment on Consent and 2) new retail stores and distribution centers that are owned, operated or leased by or on behalf of Home Depot in the State of California after the date of entry of the Judgment on Consent. The list of Home Depot stores and distribution centers, as of November 1, 2017, is attached as **Exhibit A-1**.

"CERTIFIED UNIFIED PROGRAM AGENCY" or "CUPA" is an agency certified by the California Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of the Health and Safety Code and California Code of Regulations, Title 27, to implement certain State environmental programs within the local agency's jurisdiction and as further defined in Health and Safety Code section 25123.7(b).

"COVERED MATTER FACILITIES" means Home Depot's current and former retail stores and distribution centers in the State of California that are or were owned, operated, or leased by or on behalf of Home Depot, as of the date of entry of the Judgment on Consent and which are listed in Exhibit A-2.

"CUSTOMER RECORDS" means records that are required to be managed pursuant to Civil Code section 1798.80 and 1798.81.

"DTSC" means the California Department of Toxic Substances Control or its successor agency.

"GENERATOR" shall have the same definition as set forth in California Code of Regulations, title 22, section 66260.10.

"HAZARDOUS WASTE" shall have the same definition as set forth in Health and Safety Code section 25117 and California Code of Regulations, title 22, section 66260.10, and includes "extremely hazardous waste" as defined in Health and Safety Code section 25115.

"PARTICIPATING AGENCY" or "PA" means an agency that has been designated by the CUPA to administer one or more state environmental programs on behalf of the CUPA and as further defined in Health and Safety Code section 25123.7(c).

"UNIFIED PROGRAM AGENCY" or "UPA" means the CUPA, or its participating agencies to the extent each PA has been designated by the CUPA, pursuant to a written agreement, to implement or enforce a particular unified program element specified in paragraph (1) of Health and Safety Code section 25404, subdivision (c), and as further defined in Health and Safety Code section 25123.7, subdivision (d).

"UNIVERSAL WASTE" shall have the same definition as set forth in California Code of Regulations, title 22, sections 66261.9 and 66273.9.

"UNIVERSAL WASTE HANDLER" shall have the same definition as set forth in California Code of Regulations, title 22, section 66273.9.

"WASTE," shall have the same definitions as set forth in Health and Safety Code section 25124.

4. INJUNCTIVE RELIEF

4.0. Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6,
25515.8, and Business and Professions Code section 17203, and subject to Paragraph 23 below,
Defendant is permanently enjoined to comply with the applicable provisions and associated
regulations specifically identified in paragraph 4.1. Failure to comply with the injunctive
provisions of this Final Judgment on Consent may subject Defendant to sanctions including, but
not limited to, contempt and/or additional penalties. For the purposes of imposing a contempt
sanction, the Court must find that the failure to comply with the provisions of this Final Judgment
on Consent was willful. Notwithstanding any other provision in this Final Judgment on Consent,
nothing in this Final Judgment on Consent shall relieve Defendant from prospectively complying

with any and all laws and regulations applicable to its ownership and operation of the CALIFORNIA HOME DEPOT FACILITIES.

- 4.0.a. Defendant shall provide the People with written notice of the opening of a new store or distribution center in the State of California within twenty-one (21) calendar days of the date of opening of the store or distribution center.
- 4.0.b. Defendant shall provide the People with written notice of the closing of an existing Home Depot store or distribution center in the State of California at least thirty (30) calendar days prior to the closing date of the store or distribution center. Within twenty-one (21) calendar days of closing the Home Depot store or distribution center, Defendant shall provide notice to the People under penalty of perjury that, to the best of its information and belief after reasonable inquiry, all HAZARDOUS WASTE and UNIVERSAL WASTE present at the store or distribution center at the time of closure, has been managed in accordance with applicable HAZARDOUS WASTE and UNIVERSAL WASTE requirements.

4.1 Specific Injunctive Provisions

Defendant shall comply with each of the following provisions in the ownership and operation of its CALIFORNIA HOME DEPOT FACILITIES:

- 4.1.a. Defendant shall not dispose, or cause the disposal of, any HAZARDOUS WASTE at a disposal site or facility not authorized or permitted by DTSC, in violation of Health and Safety Code section 25203, including, without limitation, to any trash compactor, dumpster, drain, sink, or toilet, or onto the surface or subsurface of the ground at any unauthorized location, or at a landfill or transfer station not authorized to receive hazardous waste.
- **4.1.b.** Defendant shall determine, before transporting or transferring custody, whether each item returned by a customer is a WASTE, and if so, whether it is a HAZARDOUS WASTE, as required by California Code of Regulations, title 22, section 66262.11 [HAZARDOUS WASTE Determination].
- **4.1.c.** Defendant shall determine before transporting or transferring custody, whether each WASTE generated as a result of a spill, container breakage or other means rendering the product

not usable for its intended purpose, is a HAZARDOUS WASTE, as required by California Code of Regulations, title 22, section 66262.11 [HAZARDOUS WASTE Determination].

- 4.1.d. Defendant shall manage every HAZARDOUS WASTE identified pursuant to paragraphs 4.1.a., 4.1.b. and 4.1.c, in accordance with the applicable requirements for a GENERATOR of a HAZARDOUS WASTE, contained in Chapter 6.5 of the Health and Safety Code and its implementing regulations in the California Code of Regulations, title 22.
- 4.1.e. Defendant shall not transport, transfer custody of, or cause to be transported, any HAZARDOUS WASTE unless the transporter is properly licensed and registered to transport HAZARDOUS WASTE, as required by Health and Safety Code section 25163.
- **4.1.f.** Defendant shall not transport, or cause to be transported, any HAZARDOUS WASTE to an unauthorized location in violation of Health and Safety Code section 25203.
- **4.1.g.** Defendant shall not transport any HAZARDOUS WASTE in violation of California Code of Regulations, title 22, section 66263.17.
- **4.1.h.** Defendant shall lawfully and timely dispose of all accumulated HAZARDOUS WASTE at least one time during every ninety (90) day period, unless a longer interval is allowed for by California Code of Regulations, title 22, section 66262.34 [Accumulation Time]; and shall timely cause to be prepared and filed with DTSC a hazardous waste manifest for all accumulated HAZARDOUS WASTE that is transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or any combination thereof, 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]; and shall timely notify DTSC by filing an exception report concerning the treatment, storage, or disposal facility's failure to return any executed hazardous waste manifest as provided in Health and Safety Code section 25160(b)(3).
- **4.1.i.** Defendant shall contact the transporter and/or the owner or operator of the designated facility which was to receive any manifested HAZARDOUS WASTE, to determine the status of the HAZARDOUS WASTE, in the event Defendant has not received a copy of the manifest with the handwritten signature of the owner or operator of the designated facility, within

thirty-five (35) days of the date the waste was accepted by the initial transporter, as required by California Code of Regulations, title 22, section 66262.42.

- **4.1.j.** Defendant shall not treat, store, dispose of, transport, or offer for transportation, any HAZARDOUS WASTE without having received and used a proper identification number from the U.S. Environmental Protection Agency or DTSC, for the originating facility, as required by California Code of Regulations, title 22, section 66262.12, subdivision (a). [Identification Numbers for the GENERATOR.]
- 4.1.k. Defendant shall maintain a program for: (i) the lawful storage, handling and accumulation of HAZARDOUS WASTE, and (ii) the lawful segregation of HAZARDOUS-WASTE items that are in leaking containers, as provided by Health and Safety Code section 25123.3 and California Code of Regulations, title 22, sections 66262.34 [Accumulation Time], 66265.173 [Management of Containers] and 66265.177 [Special Requirements for Incompatible Wastes]. Defendant shall comply with the foregoing provisions of the HWCL and Title 22.
- 4.1.1. Defendant shall maintain properly designated and designed HAZARDOUS WASTE storage areas, which include the segregation of HAZARDOUS WASTE, and shall conduct inspections of HAZARDOUS WASTE storage areas, as required by California Code of Regulations, title 22, sections 66262.34 and 66265.174 [Inspections (weekly)]. Defendant shall comply with the foregoing provisions of the HWCL and Title 22.
- 4.1.m. Defendant shall comply with employee training obligations and restrictions required by California Code of Regulations, title 22, section 66265.16 [Personnel Training], pertaining to the management of HAZARDOUS WASTE. If a Home Depot employee has not completed HAZARDOUS WASTE training, Defendant shall ensure that the employee is supervised consistent with section 66265.16, subdivision (b), and the employee's direct supervisor has completed the required HAZARDOUS WASTE training as a condition to assigning HAZARDOUS WASTE management duties to that employee.
- 4.1.n. Defendant shall continuously implement, maintain, and submit to the responsible "UNIFIED PROGRAM AGENCY" (as defined in Health and Safety Code section 25501), a complete hazardous materials business plan, if required by Health and Safety Code section 25507

and California Code of Regulations, title 19, section 2650 [Minimum Standards for Business Plans], as applicable. Each hazardous materials business plan for each store and each distribution center shall include procedures for emergency response to a release or threatened release of hazardous materials, as required by Health and Safety Code sections 25505 and 25507. Such plan shall also include an employee training program that meets the requirements of Health and Safety Code section 25505 subdivision (a)(4), and California Code of Regulations, title 19, section 2659 [Training].

- 4.1.o. Defendant shall properly manage, mark, and store UNIVERSAL WASTE in compliance with the standards for UNIVERSAL WASTE management found in California Code of Regulations, title 22, sections 66273.33 [Universal Waste Management Requirements for Batteries, Lamps, and Mercury-Containing Equipment] through 66273.35 [Accumulation Time Limit]. Defendant shall comply with California Code of Regulations, title 22, section 66273.36. [Personnel Training]. In the alternative, Defendant may manage UNIVERSAL WASTE as HAZARDOUS WASTE in accordance with the applicable requirements contained in Chapter 6.5 of the Health and Safety Code and its implementing regulations in the California Code of Regulations, title 22, including, but not limited to, section 66262.34.
- 4.1.p. Defendant shall keep a record of each shipment of UNIVERSAL WASTE sent from any CALIFORNIA HOME DEPOT FACILITY, as required by California Code of Regulations, title 22, section 66273.39, subdivision (c).
- **4.1.q.** Defendant shall comply with the California Medical Waste Management Act, Health and Safety Code section 117600 et seq.
- **4.1.r.** Defendant shall take all reasonable steps to destroy, or arrange for the destruction of, CUSTOMER RECORDS within its custody or control, when the records are no longer retained by Home Depot by: i) shredding, ii) erasing, or iii) otherwise modifying the personal information in those records to make it unreadable or undecipherable by any means as required by Civil Code section 1798.81.
- 4.1.s. Defendant shall implement, maintain and comply with, an employee training program that meets the requirements of Health and Safety Code section 25505, subdivision (a)(4),

and title 19 of the California Code of Regulations section 2659, pertaining to hazardous materials, and business and area plans, including but not limited to Hazardous Materials Business Plans.

5. <u>CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS,</u> <u>COSTS, AND ABOVE the LAW COMPLIANCE MEASURES</u>

AND TWENTY THOUSAND DOLLARS (\$24,420,000) in this action. Defendant shall, within twenty-one (21) business days after entry of this Final Judgment, pay civil penalties, fund the supplemental environmental projects provided for in this Final Judgment, and pay attorney's fees and costs, in the total amount of TWENTY-ONE MILLION DOLLARS (\$21,000,000).

Payments and any credits shall be made and determined as set forth in paragraphs 5.1, 5.2, 5.3, and 5.4, below. Defendant shall deliver all required payments to the District Attorney's Office for the County of Yolo, attention: David J. Irey, Assistant Chief Deputy District Attorney, for distribution. Pursuant to the terms of this Final Judgment and Government Code section 26506 and without objection by Defendant, the above-referenced payments shall be distributed and used as herein requested by Plaintiff and as set forth in Exhibits B-1, B-2, C, E-1 and E-2.

5.1 Civil Penalties

5.1.a. Initial Civil Penalty Payments: Defendant shall pay SIXTEEN MILLION, SIX HUNDRED AND THIRTY SEVEN THOUSAND DOLLARS (\$16,637,000) as civil penalties pursuant to Health and Safety Code sections 25189 and 25515, Business and Professions Code section 17206 and Government Code section 26506, to be distributed to the prosecuting agencies/regulatory agencies identified in, and in accordance with, the terms of, Exhibits B-1 and B-2, attached and made part of this Final Judgment on Consent by this reference.

5.1.b. Supplemental Environmental Projects: Defendant shall pay, in lieu of additional civil penalties, TWO MILLION, FIVE HUNDRED AND THIRTEEN THOUSAND DOLLARS (\$2,513,000) for supplemental environmental projects identified in, and in accordance with the terms of, Exhibit C, attached and made part of this Final Judgment on Consent by this reference.

5.2. Credit Against Penalties for Above Compliance Environmental Expenditures:

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Defendant shall be entitled to a credit against civil penalties in the amount of THREE MILLION, FOUR HUNDRED AND TWENTY THOUSAND DOLLARS (\$3,420,000) for environmental compliance measures identified in, and in accordance with the terms of, Exhibit D, attached and made part of this Final Judgment on Consent by this reference.

5.3. Reimbursement of Costs of Investigation and Enforcement:

Defendant shall pay ONE MILLION, EIGHT HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,850,000) for reimbursement of attorney's fees, costs of investigation, and other costs of enforcement, to the entities identified in, and in accordance with the terms of, Exhibits E-1 and E-2, attached and made part of this Final Judgment on Consent by this reference.

5.4. Copy of Payments to Plaintiff's Representatives:

Defendant shall, at the time of each payment, send an electronic confirmation of any payment made to the People's representatives identified in Paragraph 8.

6. ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES

The People may move this Court for additional relief for any violation of any provision of this Final Judgment on Consent including, but not limited to, contempt, additional or modification of injunctive provisions, or additional penalties consistent with the provisions of this Final Judgment on Consent or the provisions of the Hazardous Waste Control Law, Chapter 6.5 of Division 20 of the Health and Safety Code. Except as expressly stated in this Final Judgment on Consent, nothing herein shall limit any rights of the People to seek any other relief or remedies provided by law, or the rights of Defendant to defend against any request of the People for such other relief or remedies.

7. MATTERS COVERED BY THIS FINAL JUDGMENT ON CONSENT

7.1. This Final Judgment on Consent is a final and binding resolution and settlement of all claims, violations or causes of action expressly alleged by the People in the Complaint or claims that could have been asserted within the scope of the allegations specifically set forth in the Complaint against Defendant and its officers, directors and employees through the date of entry of this Final Judgment regarding the COVERED MATTER FACILITIES ("Covered Matters"). Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved Claim."

Reserved Claims include, without limitation, any violation unknown to the People at the time of filing of the Complaint herein, and any violation that occurs after the filing of the Complaint herein. Nothing herein shall be interpreted to limit or restrict any claims that the People may assert against any independent contractors or subcontractors of Defendant. The People reserve the right to pursue any Reserved Claim, and Defendant reserves its defenses against any Reserved Claim.

- 7.2. Any claims or causes of action against Defendant for performance of cleanup, corrective action, or response action for any past or future release, spill, or disposal of any HAZARDOUS WASTE, hazardous substance, hazardous material, UNIVERSAL WASTE, or any other material, substance or waste, and any claims or causes of action for performance of cleanup, corrective action, or response action, are Reserved Claims.
- 7.3. In any subsequent action that may be brought by the People based on any Reserved Claim, Defendant agrees that it will not assert that failing to pursue any Reserved Claim as part of this action constitutes claim-splitting. This Paragraph does not affect any statute of limitations, if any, which may be applicable to any Reserved Claim or claims otherwise excluded from this Final Judgment and does not prohibit Defendant from asserting any statute of limitations or other legal or equitable defenses that may be applicable to any Reserved Claims.
- 7.4. In the event litigation is filed by an entity that is not a party to this action against Defendant arising out of or related to a Covered Matter, Defendant may, within thirty (30) days following service of such litigation, notify the People of such litigation. Upon such timely notice, the People will undertake a good faith effort to determine whether the subsequent litigation is barred by the terms of this Final Judgment and the principles of res judicata. If the People determine that the subsequent litigation is barred by the terms of this Final Judgment and the principle of res judicata, the People may appear in person or in writing in such subsequent litigation to explain the People's view of the effect of this Final Judgment on such litigation. Nothing in this Final Judgment on Consent precludes Defendant from asserting in any subsequent litigation brought by an entity not a party to this action, any and all applicable legal and equitable defenses regarding compliance with any provision in this Final Judgment on Consent or the laws

or regulations cited in this Final Judgment on Consent or cited in the Complaint, including, but not limited to, res judicata.

- 7.5. The provisions of paragraph 7.1 are effective on the date of entry of this Final Judgment on Consent. The continuing effect of paragraph 7.1 is expressly conditioned on Defendant's full payment of the amounts due under this Final Judgment on Consent and compliance with the injunctive terms herein.
- 7.6. Paragraph 7.1 does not limit the ability of the People to enforce the terms of this Final Judgment on Consent.
- 7.7. Defendant on behalf of itself and its officers, directors and employees covenants not to pursue any civil or administrative claims against the People or against any agency of the State of California, any county, or city in the State of California or any CUPA, UPA, PA, or local agency (collectively "Agencies"), or against any of their officers, employees, representatives, agents or attorneys, arising out of or related to any Covered Matter; provided, however, that if any Agencies initiate claims against Defendant that are independent of the claims asserted in this action, Defendant reserves any and all rights, claims, demands and defenses against such Agencies.
- 7.8. Any event that is beyond the control of Defendant and that prevents timely performance of any obligation under Paragraph 4 of this Final Judgment on Consent, despite its best efforts to fulfill that obligation, is a "force majeure" event. The requirement that Defendant exercise its "best efforts to fulfill the obligation" includes the requirement that Defendant use its best efforts to anticipate any potential force majeure event and use best efforts to address the effects of any potential force majeure event: (1) as it is occurring, and (2) following the force majeure event, such that the delay is minimized to the greatest extent feasible. "Force majeure" does not include financial inability to fund or complete an obligation

8. NOTICE

All submissions and notices required by this Final Judgment on Consent shall be sent to:

For the People:

$1, \parallel$	Reed Sato
2	Deputy Attorney General Office of the California Attorney General 1300 I Street, Suite 125
3	P.O. Box 944255
	Sacramento, CA 94244-2550
4	reed:sato@doj.ca.gov
5	Kenneth A. Mifsud
6	Assistant District Attorney Alameda County District Attorney's Office
7	Consumer & Environmental Protection Division 7677 Oakport Street, Suite 650
	Oakland, CA 94621-1934
8	ken.mifsud@acgov.org
9	David J. Irey Assistant Chief Deputy District Attorney
10	Yolo County District Attorney's Office 301 Second Street
11	Woodland, CA 95695
12	david.irey@yolocounty.org
13	For Defendant Home Depot:
14	David Steele Home Depot U.S.A., Inc.
15	Deputy General Counsel Legal Department 2455 Paces Ferry Road
16	Building C-20
ļ	Atlanta, GA 30339
17	David Steele@Homedepot.com
18	With copy to:
19	James R. Asperger
20.	Quinn Emanuel Urquhart & Sullivan, LLP
21	865 S. Figueroa Street, 10 th Floor Los Angeles, CA 90017
22	jimasperger@quinnemanuel.com
23	Any Party may change its notice name and address by informing the other party in writing,
24	but no change is effective until it is received. All notices and other communications required or
25	permitted under this Final Judgment on Consent that are properly addressed as provided in this
26	paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective
27	five (5) days following deposit in the United States mail, postage prepaid, if delivered by mail, or
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the day that electronic mail is sent if sent before 5 p.m. to the electronic mail addresses of the designated recipients for notice concurrent with sending the notice by overnight mail.

9. EFFECT OF FINAL JUDGMENT ON CONSENT

Except as expressly provided in this Final Judgment on Consent, nothing in this Final Judgment on Consent is intended nor shall it be construed to preclude the People, or any state, county, city, or local agency, department, board or entity, or any CUPA, UPA or PA from exercising its authority under any law, statute or regulation. Except as expressly provided in this Final Judgment on Consent, Defendant retains all of its defenses to the exercise of the aforementioned authority.

10. LIABILITY OF THE PEOPLE

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

11. NO WAIVER OF RIGHT TO ENFORCE

The failure of the People to enforce any provision of this Final Judgment on Consent shall neither be deemed a waiver of such provision nor in any way affect the validity of this Final Judgment on Consent. The failure of the People to enforce any such provision shall not preclude them from later enforcing the same or any other provision of this Final Judgment on Consent, subject to Paragraph 23. Except as expressly provided in this Final Judgment on Consent, Defendant retains all defenses allowed by law to any such later enforcement. No oral advice, guidance, suggestions or comments by employees or officials of any Party regarding matters covered in this Final Judgment on Consent shall be construed to relieve any Party of its obligations under this Final Judgment on Consent.

12. FUTURE REGULATORY CHANGES

Nothing in this Final Judgment on Consent shall excuse Defendant from meeting any more stringent requirement that may be imposed by applicable law or by any future change in the applicable law. To the extent any future statutory or regulatory change makes Defendant's obligations less stringent than those provided for in this Final Judgment on Consent, Defendant may apply to this Court on noticed motion, subject to the meet and confer provisions of Paragraph 15, for modification of those obligations contained herein.

13. APPLICATION OF FINAL JUDGMENT ON CONSENT

This Final Judgment on Consent shall apply to and be binding upon the People and upon Defendant and its officers, directors, employees, agents, successors and assigns.

14. <u>AUTHORITY TO ENTER STIPULATION FOR ENTRY OF FINAL JUDGMENT ON CONSENT</u>

Each signatory to this Stipulation for Entry of Final Judgment on Consent certifies that he or she is fully authorized by the party he or she represents to enter into this Stipulation for Entry of Final Judgment on Consent, to execute it on behalf of the party represented, and to legally bind that party.

15. CONTINUING JURISDICTION

15.1. The Court shall retain continuing jurisdiction to enforce the terms of this Final Judgment on Consent and to address any other matters arising out of or regarding this Final Judgment on Consent. The Parties shall meet and confer at least ten (10) days prior to the filing of any application or motion relating to this Final Judgment on Consent, and shall negotiate in good faith in an effort to resolve any dispute without judicial intervention; provided, however, that the ten (10) calendar day period referenced above shall be shortened to five (5) calendar days regarding any such application or motion alleging a violation of Paragraph 4.1.a of this Final Judgment on Consent. If the Parties are unable to resolve their dispute after meet-and-confer discussions, any Party may move this Court seeking a resolution of that dispute by the Court.

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15.2. An allegation or enforcement action by a CUPA, UPA, PA, and Defendant's documentation demonstrating compliance (or a return to compliance), shall not automatically result in a contempt action or an action to enforce this Final Judgment on Consent.

16. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS

On reasonable notice, Defendant shall permit any duly authorized representative of the People to inspect and copy records and documents as deemed reasonably necessary to determine compliance with the terms of this Final Judgment on Consent. Nothing in this paragraph is intended to require access to or production of any documents that are protected from production or disclosure by the attorney-client privilege, attorney work product doctrine, any other applicable privilege, defense, exemption, or immunity afforded to Defendant under applicable law, nor does it waive any of the objections or defenses to which Defendant would be entitled in responding to requests for documents made by subpoena or other formal legal process or discovery. This obligation shall not require Defendant to alter its normal document-retention policies (including but not limited to policies regarding backup tapes or other media for electronic documents); provided, however, that Defendant's policies must comply with Health and Safety Code Chapters 6.5 and 6.95; Health and Safety Code sections 117600, et seq.; and their respective implementing regulations. Nothing in this paragraph is intended to limit the authority of any governmental agency to inspect Defendant or its records and documents under applicable law.

17. PAYMENT OF LITIGATION EXPENSES AND FEES

Defendant shall not request or recover from the People its attorneys' fees, witness fees and costs, or any other costs of investigation, negotiation, or litigation.

18. INTERPRETATION

This Stipulation for Entry of Final Judgment on Consent shall be deemed to have been drafted equally by all Parties. The Parties agree that the rule of construction holding that ambiguity is construed against the drafting party shall not apply to the interpretation of this Final Judgment on Consent.

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This Stipulation for Entry of Final Judgment on Consent may be executed by the Parties in counterparts.

20. INTEGRATION

This Stipulation for Entry of Final Judgment on Consent constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for herein. No oral representations have been made or relied upon other than as expressly set forth herein.

21. MODIFICATION OF FINAL JUDGMENT ON CONSENT

This Final Judgment on Consent may be modified only on noticed motion by one of the Parties with approval of the Court, or upon written consent by all of the Parties and the approval of the Court.

22. STATUS REPORTS

Beginning six (6) months after entry of this Final Judgment on Consent, for as long as this Final Judgment on Consent remains in effect, Defendant shall submit an annual status report to the People's representatives listed in Paragraph 8 above. The status report shall: briefly summarize the actions that Defendant has taken at the corporate level related to the CALIFORNIA HOME DEPOT FACILITIES during the previous year in order to comply with its obligations under this Final Judgment; disclose and provide copies of any notices of violation that Defendant received from any California governmental agency pertaining to environmental matters covered by Paragraph 4.1 above and related to this action in the State of California, and disclose any corrective measures taken as a result; and set forth any penalties Defendant paid to any California governmental agency for alleged noncompliance with any environmental statute or regulation occurring at any CALIFORNIA HOME DEPOT FACILITIES or otherwise arising from business operations in California covered by Paragraph 4.1 above and related to this action. Each status report shall be signed by a responsible official of Defendant with oversight responsibility for the matters contained therein under penalty of perjury that to the best of his or her actual knowledge based on information and belief and after reasonable investigation the information contained therein is true and correct. Provided, further, that beginning one year after

entry of this Final Judgment on Consent, and continuing for as long as this Final Judgment on Consent remains in effect, Defendant shall at a mutually convenient date and time based on the People's request, meet with the People's representatives to discuss the status of Defendant's compliance with Paragraphs 4 and 4.1 of this Final Judgment. Nothing in this paragraph shall or 4 is intended to prevent the Parties from agreeing at or before such a meeting that information 5 provided at or in connection with these meeting by either party and any responses or comments 6 by the People to such information are made subject to the settlement communication privilege in 7 California Evidence Code section 1152. The People shall not be obligated to disclose any 8 information at these meetings. Nothing in this paragraph precludes either Party from seeking to 9 obtain any factual or documentary information provided during these discussions by any other 10 lawful means, including but not limited to, discovery propounded pursuant to the California Code 11 of Civil Procedure. 12 23. TERMINATION OF FINAL JUDGMENT ON CONSENT 13

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At any time after this Final Judgment on Consent has been in effect for five (5) years, and Defendant has paid any and all amounts due under this Final Judgment, Defendant may move the Court (following a forty-five (45) day notice served on the People by overnight mail) to terminate the injunctive provisions of this Final Judgment on Consent upon a showing of substantial compliance with the injunctive terms of this Final Judgment on Consent. After Defendant has served on the People written notice of its intent to move to terminate the injunctive provisions of this Final Judgment on Consent, the Parties agree that they will meet and confer within 15 days of such written notice, to discuss the proposed motion and Defendant's compliance with the terms of this Final Judgment on Consent, and to determine if a stipulation for termination can be reached. In the event that Defendant proceeds to file a motion to terminate the injunctive provisions of the Final Judgment on Consent following the meet and confer discussion, none of the injunctive provisions of this Final Judgment on Consent will terminate pending the Court's final ruling on Defendant's motion. The People may file an opposition to such motion within 45 days of receipt of Defendant's noticed motion. Defendant may file its reply within 21 days of service of any opposition by the People. The People's failure to oppose the motion shall not constitute a waiver

or estoppel of the People's authority to otherwise enforce any violation of law and shall have no evidentiary effect. The Parties agree that the Court may grant Defendant's motion upon determining that Defendant has substantially complied with the provisions of this Final Judgment on Consent. In the event the injunction set forth herein is terminated upon motion of Defendant, the termination of the injunctive provisions of this Final Judgment on Consent shall have no effect on Defendant's obligation to comply with all applicable requirements imposed by statute, regulation, ordinance, or law.

24. EFFECTIVE DATE

The "Effective Date" of this Final Judgment on Consent shall be that date of entry by the Court.

IT IS SO STIPULATED.

FOR THE PEOPLE:

XAVIER BECERRA, Attorney General State of California

DATED: 2/15/18

REED SATO

Deputy Attorney General

NANCY E. O'MALLEY, District Attorney County of Alameda, State of California

DATED: 2-15-18

KENNETH A. MIFSUD/ Assistant District Attorney

		DEAN D. FLIPPO, District Attorney
1		County of Monterey, State of California
2		
3	DATED: 2/15/18	By: Palado en
4		JAMES R. BURLISON
5		Deputy District Attorney
_		
6		MICHAEL A. HESTRIN, District Attorney County of Riverside, State of California
7	. •	County of Idvoisias, 2 min
8	DATED: 2/15/18	By: Personal Star Soc
9	DATES. O ,	LAUREN MARTINEAU
10	. •	Deputy District Attorney
11		BONNIE DUMANIS, District Attorney
12		County of San Diego, State of California
13	•	
		0 0 -
14	DATED: 2/15/18	By: ELIZABETH McCLUTCHEY
. 15		Deputy District Attorney.
16		
17		TORI VERBER SALAZAR, District Attorney
18		County of San Joaquin, State of California
19	- 1 - 1 - 0	
	DATED: 2/15/18	By: CELESTE KASICH
20		Deputy District Attorney
21		
22		JEFFREY F. ROSEN, District Attorney
23		County of Santa Clara, State of California
24		0 2 -
25	DATED: 2/15/18	By: DENISE RAABE
26	· 	Deputy District Attorney
)	
27		
28	; 	.20

	GREGORY D. TOTTEN, District Attorney
	County of Ventura, State of California
~ 1. ml. n=	0-0-2-0
DATED: 2/15/18	By: MITCHELL F. DISNEY
	Senior Deputy District Attorney
·	
	JEFF W. REISIG, District Attorney County of Yolo, State of California
DATED: 2/15/18	By: Pavid J. IREY
	Assistant Chief Deputy District Attorney
	MICHAEL N. FEUER, City Attorney City of Los Angeles, State of California
	City of Bos imageries, was
DATED: 2/15/18	By: Parl Sor
	JESSICA BROWN Deputy City Attorney
	.,
+	
5	
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8	21
	DATED: 2/15/18 DATED: 2/15/18

.	
1	FOR HOME DEPOT U.S.A., INC.:
2	
<i>i</i>	12/12
3	DATED: 2/12/18 By: DAVID STEELE
4	Deputy General Counsel Home Depot U.S.A., Inc.
5	Home Depot 0.3.A., me.
6	
7	REVIEWED AND APPROVED AS TO FORM AND CONTENT:
8	DATED: JEB 13 2018 By: JAMES R. ASPERGER
9	Ouring Eisannel Urguhart & Sullivan LLP
10	Attorneys for Home Depot U.S.A., Inc.
11	
12	DATED: July 13 2018 By: 1) By: DIANER LYONS
13	V COUAND R. LI ONG /
14	Quinn Emanuel Urquhart & Sullivan LLP Attorneys for Home Depot U.S.A., Inc.
15	Attornoy to vicinia — A
16	THE COURT FINDS THAT THE STIPULATION FOR ENTRY OF FINAL JUDGMENT ON
17	CONSENT BETWEEN PLAINTIFF AND DEFENDANT IS FAIR AND IN THE PUBLIC INTEREST. ACCORDINGLY,
18	
19	IT IS ORDERED, ADJUDGED, AND DECREED THAT THIS FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT BE ENTERED AS PROVIDED ON THE
20	TERMS SET FORTH HEREIN.
21	BKAD SELIGMAN
22	DATED:
23	Judge of the Superior Court
24	
25	
26	
27	OK2013950133
	33242441.docx
28	22

Exhibit A-1

∠xhibit A-1 - Store List

	i.		·		STORE OPEN	STORE CLOSED
TORE	ADDRESS	CITY	COUNTY	STATE		DATE
160	6375 Clark Avenue	Dublin	Alameda	CA	1/31/2011	
627	3838 Hollis Avenue	Emeryville	Alameda	ÇA	7/14/1994	
695	40745 Encyclopedia Circle	Fremont	Alameda	CA	1/1/1997	
636	43900 Icehouse Terrace	Fremont	Alameda	CA	2/22/2001	
017	21787 Hesperian Boulevard	Hayward	Alameda	CA	11/15/2001	
678	2500 Las Positas Avenue	Livermore	Alameda	CA	1/6/2000	
964	5401 Thornton Avenue	Newark	Alameda	CA	10/5/2006	<u> </u>
007	4000 Alameda Avenue	Oakland	Alameda	CA	6/24/2004	
629	6000 Johnson Drive	Pleasantón	Alameda	CA	12/13/1990	
)625	1933 Davis Street	San Leandro	Alameda	CA	8/3/1988	
450	2456 Verna Court	San Leandro	Alameda	CA		
3031	2456 Verna Court	San Leandro	Alameda	CA	9/30/2009	
VIP00	2329-2333 Verna Ct.	San Leandro	Alameda	CA		
0635	30055 Industrial Parkway West	Union City	Alameda	CA	3/12/1992	
6609	2580 Notre Dame Boulevard	Chico	Butte	CA	8/27/1998	<u> </u>
B975	2150 3rd Street	Oroville	Butte	CA	1/13/2005	
1076	5631 Lone Tree Way	Brentwood	Contra Costa	CA	1/15/2004	
0634	2090 Meridian Park Boulevard	Concord	Contrå Costa	ĊА	5/2/1991	
HDC13	1461 Concord Avenue	Concord	Contra Costa	CA		
1387	3207, 3211, 3215, 3217 Danville Blvd.	Danville	Contra Costa	CA		
0643	11939 San Pablo Avenue	El Cerrito	Contra Costa	CA	6/17/1993	
	1625 Sycamore Avenue	Hercules	Contra Costa	CA	12/11/2003	
1044	1037 Arnold Drive	Martinez	Contra Costa	CA	10/26/2006	
1380 0644	2300 North Park Boulevard	Pittsburg	Contra Costa	CA	8/5/1993	
	2750 Crow Canyon Road	San Ramon	Contra Costa	CA	1/11/1996	
6604	520 US Highway 101 North	Crescent City	Del Norte	CA	10/5/2006	
8524	600 Placerville Drive	Placerville	El Dorado	CA	8/4/2005	
1085	845 West Shaw Avenue	Clovis	Fresno	CA	10/28/1993	
0664		Fresno	Fresno	CA	10/28/1993	
0663	3272 West Shaw	Fresno	Fresno	CA	9/18/2003	
1086	4864 E. King Canyon Road 1155 East North Avenue, Suite 104	Fresno	Fresno	CA		
4883		North Fresno	Fresno	CA	5/8/2003	, ,
1014	7150 North Abby Street	Selma	Fresno	CA	1/27/2005	
8529	3175 Highland Ave.	El Centro	Imperial	CA .	7/26/2001	
1059	320 Wake Avenue	Bakersfield	Kern	CA	11/29/2007	7
1050	4001 Ming Avenue	Bakersfield	Kern	CA	4/25/2002	
1060	2655 Mt. Vernon Avenue	Bakersfield	Kern	CA	6/27/2002	
1064	8700 Rosedale Hwy	Bakersfield	Kern	CA		
4877	6881 District Blvd. #F	Bakersfield	Kern	CA	10/21/1999	9
6687	4700 Gosford Road	Delano	Kern	CA	10/28/2004	
8426	601 Woollomes Ave	Ridgecrest	Kern	CA	11/20/200	
1089	575 N. China Lake		Kern	CA	11/30/200	
6835	507 North Mill Street	Tehachapi Hanford	Kings	CA	12/19/200	
1073	501 N. 12th Avenue	Alhambra	Los Angeles	CA	2/3/1994	

≟xhibit A-1 - Store List

· ,					OPEN	STORE CLOSED DATE
STORE	ADDRESS	CITY	COUNTY		DATE	₽¥1E
442	345 Cloverleaf Drive	Baldwin Park	Los Angeles	CA		
663	3200 Puente Avenue	Baldwin Park	Los Angeles	GA	12/9/1999	· · · · · · · · · · · · · · · · · · ·
654	1200 Flower Street	Burbank/Glendale	Los Angeles -	GA-	1/12/2006	
670	110 East Sepulveda Boulevard	Carson	Los Angeles	CA	6/29/2000	<u></u>
608	10930 Alondra Boulevard	Cerritos	Los Angeles	CA	5/7/1987	
033	10900 E 183rd Street, Unit 310	Cerritos	Los Angeles	GA		
033	10900 E 183rd Street, Unit 310	Cerritos	Los Angeles	CA		
654	7015 East Telegraph Road	Commerce	Los Angeles	CA	12/22/1994	
875	5635 Union Pacific Ave.	Commerce	Los Angeles	GA		
858	101Town Center Drive	Compton	Los Angeles	CA,	10/11/2007	<u> </u>
845	963 W Badillo Street	Covina	Los Angeles	CA	12/6/2007	ļ
627	7121 Firestone Boulevard	Downey	Los Angeles	CA	12/19/1996	ļ <u> </u>
673	9700 Lower Azusa Road	El Monte	Los Angeles	ÇA	6/10/1999	<u> </u>
0611	740 182nd Street	Gardena	Los Angeles	CA	12/28/1989	
0649	5040 San Fernando Road	Glendale	Los Angeles	CA	5/21/1992	
617	1305 South Lone Hill Avenue	Glendora	Los Angeles	CA_	5/10/2001	<u>'</u>
0620	14603 Oceangate Avenue	Hawthorne	Los Angeles	CA	10/31/1991	
002	3040 Slauson Avenue	Huntington Park	Los Angeles	CA	1/25/2001	
0607	18131 Gale Avenue	Industry	Los Angeles	CA	8/27/1987	
1010	3363 Century Boulevard	Inglewood	Los Angeles	CA	1/11/2001	-
6855	8801 S La Cienega Blvd	Inglewood	Los Angeles	CA	7/27/2006	<u> </u>
0684	12300 La Mirada Boulevard	La Mirada	Los Angeles	CA	1/28/1988	
0684	12300 La Mirada Boulevard	La Mirada	Los Angeles	CA		<u> </u>
5698	14659 Alondra Boulevard	La Mirada	Los Angeles	CA	2/16/1994	<u> </u>
6614	5000 Hardwick Street	Lakewood	Los Angeles	CA	9/28/1995	
6651	44226 20th Street	Lancaster	Los-Angeles	CA	10/8/1998	
6671	7th Street and Silvera Avenue	Long Beach	Los Angeles	CA		
0612	21218 Roscoe Boulevard	Los Angeles	Los Angeles	ÇA	8/30/1990	
1039	1830 West Slauson Avenue	Los Angeles	Los Angeles	CA	7/26/2001	-
1048	1675 Wilshire Boulevard	Los Angeles	Los Angeles	CA	10/25/2001	<u> </u>
1061	4925 West Slauson Blvd.	Los Angeles	Los Angeles	CA	6/6/2002	
6611	12975 W. Jefferson Boulevard	Los Angeles	Los Angeles	ÇΑ	8/18/1994	
6616	5600 Sunset Boulevard	Los Angeles	Los Angeles	CA	12/5/1996	_
6689	2055 N FIGUEROA ST	Los Angeles	Los Angeles	CA	1/27/2000	
6970	3150 San Fernando Road	Los Angeles	Los Angeles	CA		
6629	1625 South Mountain Avenue	Monrovia	Los Angeles	CA	9/18/1997	
6629	1625 South Mountain Avenue	Monrovia	Los Angeles	CA		_
2304	NWC HWY 60 & PARAMOUNT BLVD	Monterey Park	Los Angeles	CA		
6613		North Hollywood	Los Angeles	CA	10/26/1995	<u>- </u>
0638	340 West Avenue P	Palmdale	Los Angeles	CA	9/12/1991	
6883	38215 47th St East	Palmdale	Los Angeles	CA	6/5/2008	
6644	7870 Van Nuys Boulevard	Panorama City	Los Angeles	CA	10/15/199	
1037	6400 Alondra Blvd.	Paramount	Los Angeles	CA	1/31/2002	
6037	2940 East Foothill Boulevard	Pasadena	Los Angeles	CA		,

_xhibit A-1 - Store List

		CITY	COUNTY	STATE	OPEN	STORE CLOSED DATE
	ADDITIOU	Pico Rivera	Los Angeles	CA	5/5/1988	
689	9200 William Doulevald		Los Angeles	ĞA	1/22/1998	
645	2707 Goddin Tomilo Strongs	Pomona	Los Angeles	CA	3/1/2008	
154	TOEUT OCCANA BITA	Rancho Dominguez	Los Angeles	CA	5/5/1988	
609	12000 1 Ooti iii Dodio taro	San Fernando	Los Angeles	CA -	9/21/2000	
005	2110 Holdin Calley Cares	San Pedro		CA	1/6/1994	
653	Z004Z Coldon Hadingle 715	Santa Clarita	Los Angeles	GA	12/13/2001	
055	28033 Newhall Ranch Road	Santa Clarita	Los Angeles	CA	12/10/1992	
648	2450 Cherry Avenue	Signal Hill	Los Angeles		12/15/2005	
062	751 Spring Street	Signal Hill	Los Angeles	CA	12/13/2003	
969	8040 Foothill Boulevard	Sunland	Los Angeles	CA	8/20/1992	
61.8	24451 Crenshaw Boulevard	Torrance	Los Angeles	CA		
661	16800 Roscoe Boulevard	Van Nuys	Los Angeles	CA	8/24/2000	
1824	16300 Roscoe Blvd	Van Nuys	Los Angeles	CA	110/0000	
8463	2220 S Azusa Avenue	West Covina	Los Angeles	GA .	4/3/2008	
1070	22855 Victory Boulevard	West/Hills	Los Angeles	CA	11/13/2003	
6684	12322 Washington Boulevard	Whittier	Los Angeles	CA	11/4/1999	
6632	6345 Variel Avenue	Woodland Hills	Los Angeles	CA_	1/15/1998	
6632	6345 Variel Avenue	Woodland Hills	Los Angeles	CA		
1088	2155 Schnoor Avenue	Madera	Madera	CA	1/15/2004	
0657	111 Shoreline Parkway	San Rafael	Marin	CA	8/22/1996	-
1383	1801 Fourth Street	San Rafael	Marin	, GA		
1383	1801 Fourth Street	San Rafael	Marin	CA		_
1388	154 Browns Valley Parkway	Vacaville	Marin	CA		
8408	350 North Orchard Avenue	Ukiah	Mendocino	CÁ	5/27/2004	
6886	SEC Applegate Road & Commerce Avenue	Atwater	Merced	CA		
8427	1955 E Pacheo Blvd	Los Banos	Merced	CA	2/1/2007	
6618	1735 Highway 140	Merced	Merced	CA	5/20/1999	
1843	1890 N. Davis Road	Salinas	Monterey	CA	6/28/2007	
6967	1590 Canyon Del Rey · Blvd.	Seaside	Monterey	CA	6/23/2005	_
	225 Soscol Avenue	Napa	Napa	CA	1/21/1999	_
6652	26940 Aliso Viejo Parkway	Aliso Viejo	Orange	CA	1/12/2015	
6299	1095 N. Pullman Street	Anaheim	Orange	CA	1/29/2004	
6643	800 N. Brookhurst Street	Anaheim	Orange	CA	7/30/1998	
6647	2455 E. Imperial Hwy and Kraemer Blvd.	Brea	Orange	CA	4/25/2002	
1072	2300-F Harbor Boulevard	Costa Mesa	Orange	CA	1/6/2000	
6664	5800 Lincoln Avenue	Cypress	Orange	CA	7/2/1998	
6650		Fullerton	Orange	CA		
0682	601 South Placentia NWC Placentia Avenue & Kimberly Aven		Orange	CA	8/23/2012	
6893		Garden Grove	Orange	CA	9/18/1997	
6639	10801 Garden Grove Boulevard	Huntington Beach		CA	8/13/1998	
6646	7100 Warner Avenue	Huntington Beach		CA	10/30/200	8
6963	19931 Magnolia Street	Irvine	Orange	CA	1/4/2007	
8525	6200 Irvine Boulevard	La Habra	Orange	CA	4/1/1999	
6657	600 S. Harbor Boulevard 24332 El Toro Road	Laguna Hills	Orange	CA	10/16/199	7

__khibit A-1 - Store List

				07.5	OPEN	STORE CLOSED DATE
TORE	ADDRESS	CITY	COUNTY	STATE		DAIL
077	27401 La Paz Road	Laguna Niguel	Orange	CA	8/15/2002	
840	23651 El Toro Rd	Lake Forest	Orange	CA	11/9/2006	
668	20021 Lake Forest Drive	Lake Forest	Orange	CA	6/1/2000	
614	27952 Hillcrest	Mission Viejo	Orange	CA.	9/9/1993	
615	435 West Katella Avenue	Orange	Orange	CA	7/25/1991	
690	3800 West Chapman Avenue	Orange	Orange	CA	6/19/1998	
965	1855 N. Tustin Avenue	Orange	Orange	CA	9/22/2005	
606	3500 MacArthur Boulevard	Santa Ana	Orange	CA.	6/28/1990	<u> </u>
680	1750 E. EdingerAvenue	Santa Ána	Orange	CA	9/21/2000	
952	12131 Beach Boulevard	Stanton	Orange	CA	12/16/2004	<u> </u>
0603	2782 El Camino Real	Tustin	Orange	CA	8/17/1989	 -
0647	6633 Westminster Boulevard	Westminster	Orange	CA	11/21/1991	
3597	11755 Willow Creek Drive	Auburn	Placer	CA	2/19/2009	
8571	1000 Groveland Lane	Lincoln *	Placer	CA	10/27/2005	
6880	SEQ I-80 & Sierra College Blvd	Rocklin	Placer	CA	1/05/1552	
0636	324 North Sunrise Boulevard	Roseville	Placer	CA	1/28/1993	
6688	10001 Fairway Drive	. Roseville	Placer	CA	12/14/2000	
8987	1480 East 2nd Street	Beaumont	Riverside	CA	5/25/2006	 -
0601	490 McKinley Street	Corona	Riverside	CA	1/25/1990	-
6665	1355 East Ontario Avenue	Corona	Riverside	CA .	4/20/2000	
1084	6140 Hamner Avenue	Eastvale	Riverside	. CA	12/18/2003	
6637	3400 West Florida	Hemet	Riverside	CA	5/22/1997	<u> </u>
6874	42-100 Jackson Street	Indio	Riverside	CA	4/3/2008	-
5559	11600 Iberia Street	Jurupa Valley	Riverside	CA	7/8/2016	<u> </u>
5645	11650 Venture Drive	Jurupa Valley	Riverside	CA	12/28/2000	
5645	11650 Venture Drive	Jurupa Valley	Riverside	CA	2/1/2012	
5645	11650 Venture Drive	Jurupa Valley	Riverside	CA		
5645	11650 Venture Drive	Jurupa Valley	Riverside	CA		
6630	79900 Highway 111	La Quinta	Riverside	CA	7/31/1997	
8988	18282 Collier Avenue	Lake Elsinore	Riverside	CA	1/26/2006	
5557	11625 Venture Drive	Mira Loma	Riverside	CA	2/1/2012	
0616	12255 Pigeon Pass Road	Moreno Valley	Riverside	CA -	6/6/1991	
1087	15975 Perris Blvd	Moreno Valley	Riverside	CA	1/15/2004	
0668	25100 Madison Avenue	Murrieta	Riverside	CA	12/16/199	3
8526	5200 E Ramon Rd, Bldg A	Palm Springs	Riverside	CA	4/3/2008	_
6006	4565 Redlands Ave	Perris	Riverside	CA	1/11/2016	
6007	350 West Markham Street	Perris	Riverside	CA	9/15/2014	
6875	3150 Case Road, Building P	Perris	Riverside	CA	4/3/2008	
0667	34249 Monterey Avenue	Rancho Mirage	Riverside	CA	7/29/1993	
6619	3323 Madison Street	Riverside	Riverside	CA	4/24/1997	
1028		Temecula	Riverside	CA.	9/14/2000	
0650		Carmichael	Sacramento	CA	7/28/1988	
6674	The second second	Elk Grove	Sacramento	GA	4/19/200	
6675		Foisom	 Sacramento 	CA	4/8/1999	L

xhibit A-1 - Store List کے

			•		STORE OPEN	STORE CLOSED
STORE	ADDRESS	CITY	COUNTY	STATE	DATE	DATE
652	2756 Sunrise Boulevard	Rancho Cordoya	Sacramento	CA	10/19/1995	
651	4641 Florin Road	Sacramento	Sacramento	CA	12/6/1990	
003	1461 Meadowview Road	Sacramento	Sacramento	CA .	11/16/2000	<u></u>
525	5961 Outfall Circle	Sacramento	Sacramento	CA		
881	230 Harris Avenue, #11	Sacramento	Sacramento	CA		<u> </u>
620	8000 Folsom Boulevard	Sacramento	Sacramento	CA	1/25/1996	
649	3611 Truxel Road	Sacramento	Sacramento	CA	8/6/1998	
3669	5859 Antelope Road	Sacramento	Sacramento	CA	9/14/2000	
3966	2000 Howe Avenue	Sacramento	Sacramento	CA	11/10/2005	
1444	2930 Ramona Avenue, Ste 700	Sacramento	Sacramento	CA		
3834	12218 Apple Valley Road	Apple Valley	San Bernardino	CĄ	1/18/2007	
3972	1100 L Avenue	Barstow	San Bernardino	CA	10/12/2006	
6876	14549 Ramona Avenue	Chino	San Bernardino	CA.	11/8/2007	
1857	16783 Santa Ana Ave.	Fontana	San Bernardino	CA	7/26/2007	
6960	16005 Sierra Lakes Pkwy	Fontana	San Bernardino	GA	7/13/2006	
	5450 East Francis Street	Ontario	San Bernardino	CA	6/1/2012	
5556	5101 East Philadelphia Street	Ontario	San Bernardino	CA	6/9/2016	
5558	5655 E Ontario Mills Parkway	Ontario	San Bernardino	CA	12/13/2010	
5642	5450 East Francis Street	Ontario	San Bernardino	CA	6/1/2012	
6775	2980 South Euclid	Ontario	San Bernardino	CA	10/30/2008	
6884	11884 Foothill Boulevard	Rancho Gucamonga	San Bernardino	CA	9/26/1996	
0645	8535 Oakwood Place	Rancho Gucamonga	San Bernardino	CA	1/19/2000	
5676	1151 West Lugonia Avenue	Redlands	San Bernardino	CA	6/28/2001	
1013	27352 River Bluff Avenue	Redlands	San Bernardino	CA	10/19/2009	
5087	1451 West Foothill Boulevard	Rialto	San Bernardino	CA	8/19/1999	
6683		San Bernadino	San Bernardino	CA		
4545	1110 E Mill Street	San Bernardino	San Bernardino	CA	1/10/1991	
0610	695 Hospitality Lane	San Bernardino	San Bernardino	CA	9/23/1985	
0683	1055 West 21st	Upland	San Bernardino	CA	6/23/1988	
0687	250 South Mountain	Upland	San Bernardino	CA	6/16/2005	
1083	1401 E. 19th Street	Victorville	San Bernardino	CA	9/16/1993	
0665	15150 Bear Valley Road	Victorville	, San Bernardino	CA	5/4/2006	
1844	15655 Roy Roger Drive	Yucca Valley	San Bernardino		10/25/2007	,
6971	29 Palms Highway	Chula Vista	San Diego	CA	1/13/1994	
0658	725 Plaza Court	Chula Vista	San Diego	CA		
1849	1030 Third Avenue	Eastlake	San Diego	CA	5/13/2004	
1030	1320 Eastlake Parkway	El Cajon	San Diego	CA		, .
1021	1895 East Main Street	El Cajon	San Diego	CA	11/15/200	7
1848	298 Fletcher Parkway	Encinitas	San Diego	CA	5/25/1995	
0660	1001 North El Camino Real	Escondido	San Diego	, CA	1/24/2002	1
1053	1475 E. Valley Parkway	Escondido	San Diego	CA	3/16/1995	
6612	1550 West Valley Parkway	Lemon Grove	San Diego	CA	12/2/1993	
0659	7530 Broadway	Oceanside	San Diego	CA	4/10/1986	
0679	3838 Vista Way 5755 Mission Avenue	Oceanside	San Diego	CA	12/7/2000	

⊂xhibit A-1 - Store List

			•		STORE OPEN	STORE CLOSED
STORE	ADDRESS	CITY	COUNTY	STATE	DATE	DATE
032	12700 Stowe Drive, Suite 280	Poway	San Diego	CA	4/20/2017	
949	12175 Tech Center Drive	Poway	San Diego	CA	10/21/2004	
669	12185 Carmel Mountain Road	San Diego	San Diego	CA	6/6/1991	
 671	525 Saturn Boulevard	San Diego	San Diego	CA	1/24/1991	
674	3555 Sports Arena Boulevard	San Diego	San Diego	CA	11/10/1988	
680	4255 Genesee	San Diego	San Diego	CA	1/30/1986	
032~	355 Market Place Avenue	San Diego	San Diego	CA	1/10/2002	·
034	950 Dennery Road	San Diego	San Diego	CA	2/1/2001 '	
441	7345 Mission Gorge Road, Suites A, B & C	San Diego	San Diego	CA		
060	4720 Mission Gorge Place	San Diego	San Diego	CA	7/10/1998	
634	5920 Farimount Avenue	San Diego .	San Diego	CA	5/21/1998	<u> </u>
679	10604 Westview Parkway	San Diego	San Diego	CA	2/24/2000	
/IP01	8451 Miralani Drive, Suites N & O	San Diego	San Diego	CA	<u> </u>	
656	550 San Marcos Boulevard	San Marcos	San Diego	CA	1/7/1999	<u> </u>
0673	255 Town Center Parkway	Santee	San Diego	CA	1/25/1990	
074	2430 S. Melrose Drive	Vista	San Dlego	CA	6/30/2005	<u> </u>
1448	1320 Distribution Way, Suite B	Vista	San Diego	CA	<u> </u>	<u> </u>
1075	NEC Bayshore Blvd. and Waterloo Blvd	San Francisco	San Francisco	CA		
5363	18300 Harlan Road	Lathrop	San:Joaquin	CA	11/5/2003	
6660	SWC Hwy 99 & Harney Lane	Lodi	San Joaquin	CÁ	4/26/2012	<u> </u>
1006	250 Commerce Avenue	Manteca	San Joaquin	CA	9/21/2000	
0662	3818 East Hammer Lane	Stockton	San Joaquin	CA	12/9/1993	
1022	5010 Feather River Drive	Stockton	San Joaquin	CA	11/16/2000	
1020	2461 Naglee Road	Tracy	San Joaquin	CA	1/17/2002	
5641	1400 Pescadero Avenue	Tracy	San Joaquin	CA	12/14/2009	
1031	905 El Camino Real	Atascadero	San Luis Obispo	CA	11/16/2000	<u> </u>
1052	1551 Froom Ranch Way	San Luis Obispo	San Luis Obispo	CA	3/13/2003	
0639	2 Colma Boulevard	Colma	San Mateo	CA	10/19/1995	
6655	91 Colma Boulevard	Colma	San Mateo	CA	4/30/1998	
1092	303 E Lake Merced Blvd	Daly City	San Mateo	CA	2/9/2006	
6603	1781 East Bayshore Road	East Palo Alto	San Mateo	CA	7/22/1999	
6741	4000 East Third Avenue	Foster City	San Mateo	CA	11/1/2012	
0628	1125 Old County Road	San Carlos	San Mateo	CA	10/12/1989	
1023	900 Dubuque Avenue	San Francisco	San Mateo	CA		
0632	2001 Chess Drive	San Mateo	San-Mateo	CA	12/4/1997	
6623	6975 Marketplace Drive	Goleta	Santa Barbara	CA	5/13/1999	
6681	1701 E. Ocean Ave	Lompoc	Santa Barbara	CA	9/23/2004	
6638	2120 South Bradley Road	Santa Maria	Santa Barbara	CA	11/12/1998	3
0642	480 East Hamilton Avenue	Campbell	Santa Clara	CA	1/7/1993	
6677	8850 San Ysidro Avenue	Gilroy	Santa Clara	GA	10/28/1999)
1041	1177 Great Mall Drive	Milpitas	Santa Clara	CA	6/21/2001	
8572	860 East Dunne Avenue	Morgan Hill	Santa Clara	CA	4/29/2004	
0622	920 Blossom Hill Road	San Jose	Santa Clara	ĆA	4/17/1986	
1009	1855 Hillsdale Avenue	San Jose	Santa Clara	CA	3/7/2002	

≟xhibit A-1 - Store List

			COUNTY	STATE	STORE OPEN DATE	STORE CLOSED DATE
	ADDIAGO	ITY		CA		
	OOSO MIMAAAN EMPIASSINA	an Jose	Santa Clara	GA	4/17/2008	
861	E101 Montory read	an Jose	Santa Clara	CA	47.1772.000	
872	000 B(c) II day of	an Jose	Santa Clara	CA	6/12/1997	
621	000 Capitor Exprocessay	an Jósé	Santa Clara	CA	5/11/2000	
635	03.9.00diri Boriniza ibudi.	an Jose	Santa Clara		10/25/2007	<u> </u>
672	2000 Oldry Modd	an Jose	Santa Clara	CA	10/25/2007	
672	2000 Olory Road	San Jose	Santa Clara	CA	12/13/1990	
630	2468 Ear ay 616 616 61	Santa Clara	Santa Clara	CA		
5121	2055 Industrial Drive, Unit 2	Stockton	Santa Clara	CA_	1/12/2015	
0640	680 Kifer Road	Sunnyvale	Santa Clara	CA	10/15/1992	
3968	2000 17007103	Soquel	Santa Cruz	GA	8/23/2007	
1069	355 S. Green Valley Road	<i>W</i> atsonville	Santa Cruz	CA	10/28/2004	
6682	1200 Churn Creek Rd.	Redding	Shasta	CA	1/20/2000	
0637	2121 Cadenasso Drive	airfield	Solano	CA	10/10/1991	
1043	510 Orange Drive	Vacaville	Solano	CA	10/11/2001	<u> </u>
0633	1175 Admiral Callaghan Drive	Vailejo	Solano	CA	7/16/1992	
1385	66 Admiral Callaghan Lane	Vallejo	Solano	CA		_
1860	5180 Sonoma Blvd.	Vallejo	Solano	CA		-
1389	1310 Clegg Street	Petaluma	Sonoma	CA_	·	_
1390		Petaluma	Sonoma	CA	·	
0641		Rohnert Park	Sonoma	CA	7/23/1992	
1381	5300 Commerce Boulevard	Rohnert Park	Sonoma	CA		
1379		Santa Rosa	Sonoma	CA	10/26/2006	
6667	6280 Hambree Lane	Windsor	Sonoma	CA	6/28/2001	
6947	1451 East Hatch Road	Ceres	Stanislaus	CA	10/27/2005	
6601	1617 North Carpenter Road	Modesto	Stanislaus	CA	11/18/1993	<u> </u>
1842	5230 Squire Wells Road	Riverbank	Stanislaus	CA	1/12/2006	
1001	2800 Countryside Drive	Turlock	Stanislaus	CA	8/31/2000	
1001	1100 Tharp Road	Yuba City	Sutter	CA	11/8/2001	
8492	2650 Main Street	Red Bluff	Tehama	CA	1/13/2005	
	750 S. Jaye Street	Porterville	Tulare	CA	7/31/2003	
1080	Laspina and Prosperity	Tulare	Tulare	CA	1/26/2006	
6946	3500 South Demaree Street	Visalia	Tulare	CĄ	1/11/1996	
6615 1012	401 W. Ventura Blvd.	Camarillo	Ventura	CA	7/25/2002	
	SEQ Los Angeles Avenue & Miller Parkway		Ventura	CA		
6881	401 W. Esplanade Drive	Oxnard	Ventura	CA	2/21/2002	
1040		Simi Valley	Ventura	CA	4/8/1999	
6640	575 Cochran Street	Thousand Oaks	Ventura	CA	5/25/2000	
6662	2745 Teller Road	Thousand Oaks	Ventura	GA		
6962	325 Hampshire Road	West Sacramento	Yolo	CA	11/15/200	7
1846	690 Riverpoint CT 1860 E. Main Street	Woodland	Yolo	CA	11/21/200	2

Exhibit A-2

xhibit A-2 - Store Listگ

				07475	STORE OPEN	STORE CLOSED DATE
	ADDRESS	CITY	COUNTY	STATE	DATE	
	7050 Amador Plaza Road	Dublin	Alameda	CA	3/9/2002	4/12/2009
	6375 Clark Avenue	Dublin	Alameda	CA	1/31/2011	
	3838 Hollis Avenue	Emeryville	Alameda	CA	7/14/1994	n/on/oned
	40525 Albrae Street	Fremont		CA	2/26/1987	2/22/2001
695	40745 Encyclopedia Circle	Fremont	Alameda	CA	1/1/1997	· · ·
636	43900 Icehouse Terrace	Fremont	Alameda	CA	2/22/2001	_
017	21787 Hesperian Boulevard	Hayward	Alameda	CA	11/15/2001	
P011	3563 Eden Landing Road	Hayward	Alameda	CA		5/31/2006
RM090	2373 Lincoln Avenue	Hayward	Alameda	CA	<u> </u>	12/31/2009
1094	1150 Stealth Street	Livermore	Alameda	CA	1/1/2005	1/31/2011
678	2500 Las Positas Avenue	Livermore	Alameda	CA	1/6/2000	
39 ⁶ 4	5401 Thornton Avenue	Newark .	Alameda	CA	10/5/2006	
1007	4000 Alameda Avenue	Oakland	Alameda	CA	6/24/2004	
1042	1555 40th Street	Oakland	Alameda	CA	11/29/2001.	4/12/2009
0629	6000 Johnson Drive	Pleasanton	Alameda	CA	12/13/1990	
0625	1933 Davis Street	San Leandro	Alameda	CA	8/3/1988	ļ <u>.</u>
0698	1933 Davis Street	San Leandro	Alameda	CA	3/1/1993	6/30/2009
1450	2456 Verna Court	San Leandro	Alameda	CA		<u> </u>
1450	2456 Verna Court	San Leandro	Alameda	CA		9/30/2013
6031	2456 Verna Court	San Leandro	Alameda	CA	9/30/2009	
VIP00	2329-2333 Verna Ct.	San Leandro	Alameda	CA.		
0635	30055 Industrial Parkway West	Union City	Alameda	CA	3/12/1992	
6609	2580 Notre Dame Boulevard	Chico	Butte	CA	8/27/1998	
8975	2150 3rd Street	Oroville	Butte	CA	1/13/2005	·
1076	5631 Lone Tree Way	Brentwood	Contra Costa	CA	1/15/2004	
0634	2090 Meridian Park Boulevard	Concord	Contra Costa	CA	5/2/1991	
1027	1461 Concord Avenue	Concord	Contra Costa	CA	11/16/2000	8/7/2005
1386	5424 Z Ygnacio Valley Road	Concord	Contra Costa	CA	4/19/2007	4/26/2009
6829	1461 Concord Avenue	Concord	Contra Costa	CA	10/11/2007	4/19/2009
HDC13	1461 Concord Avenue	Concord	Contra Costa	CA		
1387	3207, 3211, 3215, 3217 Danville Blvd.	Danville	Contra Costa	CA	5/10/2007	4/26/2009
1387	3207, 3211, 3215, 3217 Danville Blvd.	Danville	Contra Costa	CA	-	
0643	11939 San Pablo Avenue	El Cerrito	Contra Costa	CA	6/17/1993	
1044	1625 Sycamore Avenue	Hercules	Contra Costa	CA	12/11/2003	
1380	1037 Arnold Drive	Martinez	Contra Costa	CA	10/26/2006	
0644	2300 North Park Boulevard	Pittsburg	Contra Costa	CA	8/5/1993	,
6604	2750 Crow Canyon Road	San Ramon	Contra Costa	CA	1/11/1996	
8524	520 US Highway 101 North	Crescent City	Del Norte	CA	10/5/2006	
1085	600 Placerville Drive	Placerville	El Dorado	CA	8/4/2005	
0664	845 West Shaw Avenue	Clovis	Fresno	CA	10/28/1993	
0663	3272 West Shaw	Fresno	Fresno	CA	10/28/1993	
1086	4864 E. King Canyon Road	Fresno	Fresno	CA	9/18/2003	
4883	1155 East North Avenue, Suite 104	Fresno	Fresno	CA		
4003	7150 North Abby Street	North Fresno	Fresno	CA	5/8/2003	<u> </u>

∠xhibit A-2 - Store List

TODE	ADDRESS	CITY	COUNTY	STATE	OPEN	STORE CLOSED DATE
	3175 Highland Ave.	Selma	Fresno	CA	1/27/2005	
3529		El Centro	Imperial	CA	7/26/2001	
059	320 Wake Avenue 3501 North Sillect Avenue	Bakersfield	Kern	CA	12/16/1993	6/26/2002
672	<u> </u>	Bakersfield	Kern	CA	11/29/2007	,
050	4001 Ming Avenue	Bakersfield	Kern	GA	4/25/2002	
060	2655 Mt. Vernon Avenue 8700 Rosedale Hwy	Bakersfield	Kern	CA	6/27/2002	
064	6881 District Blyd. #F	Bakersfield	Kern	CA		
877	4700 Gosford Road	Bakersfield	Kern	CA	10/21/1999	
687	601 Woollomes Ave	Delano	Kern	CA	10/28/2004	
426	575 N. China Lake	Ridgecrest	Kern	CA	11/20/2003	
089	507 North Mill Street	Tehachapi	Kern	CA	11/30/2006	
835		Hanford	Kings	CA	12/19/2002	
1073	501 N. 12th Avenue	Alhambra	Los Angeles	CA	2/3/1994	
610	500 South Marengo Avenue 345 Cloverleaf Drive	Baldwin Park	Los Angeles	CA		
1442		Baldwin Park	Los Angeles	CA		8/31/2014
442	345 Cloverleaf Drive	Baldwin Park	Los Angeles	CA	12/9/1999	
3663	3200 Puente Avenue	Burbank/Glendale	Los Angeles	CA	1/12/2006	
654	1200 Flower Street	Carson	Los Angeles	CA	6/29/2000	
3670	110 East Sepulveda Boulevard	Cerritos	Los Angeles	CA	5/7/1987	
8090	10930 Alondra Boulevard	Cerritos	Los Angeles	CA	1	
6033	10900 E 183rd Street, Unit 310	Cerritos	Los Angeles	CA		1
6033	10900 E 183rd Street, Unit 310	Commerce	Los Angeles	CA	12/22/1994	
0654	7015 East Telegraph Road	Commerce	Los Angeles	CA		
4875	5635 Union Pacific Ave.	Compton	Los Angeles	CA	10/11/2007	
1858	101Town Center Drive	Covina	Los Angeles	CA	6/23/1988	12/6/2007
0605	1348 North Azusa Avenue	Covina	Los Angeles	CA	12/6/2007	
1845	963 W Badillo Street	Downey	Los Angeles	CA	12/19/1996	
6627	7121 Firestone Boulevard	El Monte	Los Angeles	CA	6/10/1999	
6673	9700 Lower Azusa Road	Gardena	Los Angeles	CA	12/28/1989	
0611	740 182nd Street	Glendale	Los Angeles	CA	5/21/1992	
0649	5040 San Fernando Road	Glendale	Los Angeles	CA		3/31/2006
IP009	440 Western Avenue	Glendora	Los Angeles	CA	5/10/2001	
6617	1305 South Lone Hill Avenue	Hawthorne	Los Angeles	CA	10/31/1991	
0620	14603 Oceangate Avenue	Huntington Park	Los Angeles	CA	1/25/2001	
1002	3040 Slauson Avenue	Industry	Los Angeles	CA	8/27/1987	
0607	18131 Gale Avenue	Inglewood	Los Angeles	CA	1/11/2001	
1010	3363 Century Boulevard	Inglewood	Los Angeles	CA	7/27/2006	
6855	8801 S La Cienega Blvd	La Mirada	Los Angeles	CA	1/28/1988	
0684	12300 La Mirada Boulevard	La Miràda	Los Angeles	GA		
0684	12300 La Mirada Boulevard	La Mirada	Los Angeles	CA	2/16/1994	
5698	14659 Alondra Boulevard	Lakewood	Los Angeles	CA	9/28/1995	
6614	5000 Hardwick Street	Lancaster	Los Angeles	CA	10/8/1998	-
6651	44226 20th Street	Long Beach	Los Angeles	CA	10/24/1985	5/19/1994
0686	4550 Atlantic 7th Street and Silvera Avenue	Long Beach	Los Angeles	CA		

__ ∠xhibit A-2 - Store List

		OLTY	COUNTY	STATE	STORE OPEN DATE	STORE CLOSED DATE
	ADDRESS	CITY	Los Angeles	CA	8/30/1990	
	21218 Roscoe Boulevard	Los Angeles		CA	7/26/2001	
039	1830 West Slauson Avenue	Los Angeles	Los Angeles	GA	10/25/2001	· · · · · · · · · · · · · · · · · · ·
)48	1675 Wilshire Boulevard	Los Angeles	Los Angeles	CA	11/1/2001	4/19/2009
)51	10861 Weyburn Avenue	Los Angeles	Los Angeles	CA	6/6/2002	-1710/2000
061	4925 West Slauson Blvd.	Los Angeles	Los Angeles	ÇA	8/18/1994	<u> </u>
611	12975 W. Jefferson Boulevard	Los Angeles	Los Angeles	CA	12/5/1996	
616 ·	5600 Sunset Boulevard	Los Angeles	Los Angeles	CA	1/27/2000	
689	2055 N FIGUEROA ST	Los Angeles	Los Angeles	CA	172772000	
970	3150 San Fernando Road	Los Angeles	Los Angeles	CA	9/18/1997	
629	1625 South Mountain Avenue	Monrovia	Los Angeles		9/10/1997	
629	1625 South Mountain Avenue	Monrovia	Los Angeles	CA	7/22/1999	4/19/2009
686	407 West Huntington Drive	Monrovia	Los Angeles	CA	7722/1999	4/19/2009
304	NWC HWY 60 & PARAMOUNT BLVD	Monterey Park	Los Angeles	CA	10/00/1005	<u> </u>
613	11600 Sherman Way	North Hollywood	Los Angeles	CA	10/26/1995	
638	340 West Avenue P	Palmdale	Los Angeles	CA	9/12/1991	
8883	38215 47th St East	Palmdale	Los Angeles	CA	6/5/2008	
644	7870 Van Nuys Boulevard	Panorama City	Los Angeles	CA	10/15/1998	-
037	6400 Alondra Blvd.	Paramount	Los Angeles	CA	1/31/2002	
3037	2940 East Foothill Boulevard	Pasadena	Los Angeles	CA		
)689	9200 Whittier Boulevard	Pico Rivera	Los Angeles	CA	5/5/1988	
6645	2707 South Towne Avenue	Pomona	Los Angeles	CA	1/22/1998	
5154	19201 Susana Blvd	Rancho Dominguez	Los Angéles	CA	3/1/2008	144.04000
6659	1519 Hawthorne Boulevard	Redondo Beach	Los Angeles	CA	10/27/2001	4/19/2009
0609	12960 Foothill Boulevard	San Fernando	Los Angeles	GA	5/5/1988	
1005	2115 North Gaffey Street	San Pedro	Los Angeles	CA	9/21/2000	
0653	20642 Golden Triangle Road	Santa Clarita	Los Angeles	CA:	1/6/1994	<u> </u>
1055	28033 Newhall Ranch Road	Santa Clarita	Los Angeles	CA	12/13/2001	
RM080	12774 Florence Avenue	Santa Fe Springs	Los Angeles	CA		5/31/2012
0648	2450 Cherry Avenue	Signal Hill	Los Angeles	CA	12/10/1992	_
1062	751 Spring Street	Signal Hill	Los Angeles	CA	12/15/2005	
VIP02	1454-1460 E. 33rd Street	Signal Hill	Los Angeles	CA	· ·	8/31/2007
6969	8040 Foothill Boulevard	Sunland	Los Angeles	CA		_
0618	24451 Crenshaw:Boulevard	Torrance	Los Angeles	CA	8/20/1992	
0685	16810 Roscoe Boulevard	Van Nuys	Los Angeles	CA	5/5/1988	5/1/2000
6661	16800 Roscoe Boulevard	Van Nuys	Los Angeles	ÇA	8/24/2000	
H1824	16300 Roscoe Blvd	Van Nuys	Los Angeles	GA		
8463	2220 S Azusa Avenue	West Covina	Los Angeles	CA	4/3/2008	
1070	22855 Victory Boulevard	West Hills	Los Angeles	CA	11/13/2003	3
6684	12322 Wäshington Boulevard	Whittier	Los Angeles	CA	11/4/1999	
6632	6345 Variel Avenue	Woodland Hills	Los Angeles	CA	1/15/1998	
6632	6345 Variel Avenue	Woodland Hills	Los Angeles	CA		
1088	2155 Schnoor Avenue	Madera	Madera	CA	1/15/2004	_
0657	111 Shoreline Parkway	San Rafael	Marin	CA	8/22/1996	
1383	1801 Fourth Street	San Rafael	Marin	CA	5/14/2007	4/26/200

_xhibit A-2 - Store List

	ADDRECC	CITY	COUNTY	STATE	OPEN	STORE CLOSED DATE
	ADDRESS	San Rafael	Marin	CA		
1383	1801 Fourth Street	San Rafael	Marin	CA	,	
1383	1801 Fourth Street	Vacaville	Marin	CA	-	
1388	154 Browns Valley Parkway	Ukiah	Mendocino	CA	5/27/2004	
8408	350 North Orchard Avenue		Merced	CA		
6886	SEC Applegate Road & Commerce Avenue	Los Banos	Merced	CA	2/1/2007	
8427	1955 E Pacheo Blvd	Merced	Merced	CA	5/20/1999	
6618	1735 Highway 140	Salinas	Monterey '	CA	10/28/1993	6/28/2007
0655	1800 North Main Street	Salinas	Monterey	CA	6/28/2007	
1843	1890 N. Davis Road	Seaside	Monterey	CA	6/23/2005	
6967	1590 Canyon Del Rey Blvd.	Napa	Napa	CA	1/21/1999	
6652	225 Soscol Avenue	Aliso Viejo	Orange	CA	1/12/2015	
6299	26940 Aliso Viejo Parkway	Anaheim	Orange	CA	2/21/1991	7/30/1998
0617	2300 West Lincoln Avenue	Anaheim	Orange	CA	1/29/2004	
6643	1095 N. Pullman Street	Anaheim	Orange	CA	7/30/1998	
6647	800 N. Brookhurst Street	Anaheim	Orange	CA	8/24/2000	4/12/2009
6658	1011 North Tustin Avenue		Orange	GA	4/25/2002	
1072	2455 E. Imperial Hwy and Kraemer Blvd. 1	Brea Buena Park	Orange	CA	4/23/2003	4/30/2009
5037	6700 Artesia Boulevard	Costa Mesa	Orange	CA	1/6/2000	
6664	2300-F Harbor Boulevard		Örange	CA	7/2/1998	
6650	5800 Lincoln Avenue	Cypress. Fullerton	Orange	CA	7/25/1985	8/23/2012
0682	601 South Placentia	Fullerton	Orange	CA		
0682	601 South Placentia		Orange	CA	B/23/2012	·
6893	NWC Placentia Avenue & Kimberly Avenu	Garden Grove	Orange	CA	9/18/1997	
6639	10801 Garden Grove Boulevard	Huntington Beach	Orange	CA	7/25/1985	8/13/1998
0681	6912 Edinger Avenue	Huntington Beach	Orange	CA	8/13/1998	
6646	7100 Warner Avenue	Huntington Beach	Orange	CA	7/22/1999	4/12/2009
6685	6912 Edinger Avenue	Huntington Beach	Orange	CA	10/30/2008	
6963	19931 Magnolia Street	Irvine	Orange	. CA	12/1/2010	5/31/2017
1443	17881 Sky Park Circle, Bldg 2201 #C&D		Orange	CA	1/4/2007	
8525	6200 Irvine Boulevard	Irvine	Orange	CA	4/1/1999	
6657	600 S. Harbor Boulevard	La Habra Laguna Hills	Orange	CA	10/16/1997	
6628	24332 El Toro Road	Laguna Niguel	Orange	CA	8/15/2002	
1077	27401 La Paz Róad	Laguna Niguel	Orange	CA	1/18/2001	4/12/200
6653	25600 Rancho Niguel Road	Lake Forest	Orange	GA.	11/9/2006	
1840	23651 El Toro Rd	Lake Forest	Orange	CA	6/1/2000	
6668	20021 Lake Forest Drive	Mission Viejo	Orange	CA	9/9/1993	
0614	27952 Hillcrest		Orange	GA	6/19/1998	
0191	3800 West Chapman Avenue	Orange	Orange	CA	7/25/1991	
0615	435 West Katella Avenue	Orange	Orange	CA	6/19/1998	
0690	3800 West Chapman Avenue	Orange	Orange	CA	9/22/2005	
6965	1855 N. Tustin Avenue	Orange	Orange	CA	6/28/1990	
0606	3500 MacArthur Boulevard	Santa Ana Santa Ana	Orange	CA	9/21/2000	
6680	. 1750 E. EdingerAvenue 12131 Beach Boulevard	Stanton	Orange	CA	12/16/200	

_xhibit A-2 - Store List

STORE	ADDRESS	CITY	COUNTY	STATE	STORE OPEN DATE	STORE CLOSED DATE
)603	2782 El Camino Real	Tustin	Orange	CA	8/17/1989	-
	6633 Westminster Boulevard	Westminster	Orange	CA	11/21/1991	
	11755 Willow Creek Drive	Auburn	Placer	CA	2/19/2009	
597	1000 Groveland Lane	Lincoln	Placer	CA	10/27/2005	
571	SEQ I-80 & Sierra College Blvd	Rocklin	Placer	CA		
088	324 North Sunrise Boulevard	Roseville	Placer	CA	1/28/1993	
636	10001 Fairway Drive	Roseville	Placer	CA	12/14/2000	
688 005	1120 Galleria Blvd.	Sacramento	Placer	CA	10/26/2002	4/19/2009
065	1480 East 2nd Street	Beaumont	Riverside	CA	5/25/2006	
987	490 McKinley Street	Corona	Riverside	CA	1/25/1990	
0601	1355 East Ontario Avenue	Corona	Riverside	CA	4/20/2000	
3665	6140 Hamner Avenue	Eastvale	Riverside	CA	12/18/2003	
1084	3400 West Florida	Hemet	Riverside	CA	5/22/1997	
3637		Indio	Riverside	CA	4/3/2008	
3874	42-100 Jackson Street	Jurupa Valley	Riverside	CA	7/8/2016	
5559	11600 Iberia Street 11650 Venture Drive	Jurupa Valley	Riverside	CA	12/28/2000	
5645		Jurupa Valley	Riverside	CA	3/15/2003	10/31/2013
5645	11650 Venture Drive	Jurupa Valley	Riverside	CA	2/1/2012	
5645	11650 Venture Drive	Jurupa Valley	Riverside	CA		4/30/2013
5645	11650 Venture Drive	Jurupa Valley	Riverside	CA	9/12/2014	4/30/2016
5645	11650 Venture Drive	Jurupa Valley	Riverside	ĊA		
5645	11650 Venture Drive	Jurupa Valley	Riverside	CA		
5645	11650 Venture Drive	La Quinta	Riverside	CA	7/31/1997	
6630	79900 Highway 111	Lake Elsinore	Riverside	CA	1/26/2006	
8988	18282 Collier Avenue	Mira Loma	Riverside	CA	2/1/2012	
5557	11625 Venture Drive	Moreno Valley	Riverside	CA	6/6/1991	
0616	12255 Pigeon Pass Road	Moreno Valley	Riverside	CA	1/15/2004	
1087	15975 Perris Blvd	Murrieta	Riverside	CA	12/16/1993	
0668	25100 Madison Avenue.	Palm Springs	Riverside	CA	4/3/2008	
8526	5200 E Ramon Rd, Bldg A	Perris	' Riverside	CA	1/11/2016	
6006	4565 Redlands Ave	Perris	Riverside	CA	9/1/5/2014	
6007	350 West Markham Street 3150 Case Road, Building P	Perris	Riverside	CA	4/3/2008	
6875	34249 Monterey Avenue	Rancho Mirage	Riverside	CA	7/29/1993	
0667	3323 Madison Street	Riverside	Riverside	CA	4/24/1997	
6619	32020 Highway 79 South	Temecula	Riverside	CA	9/14/2000	
1028	6001 Madison Avenue	Carmichael	Sacramento	CA	7/28/1988	
0650	9150 West Stockton Boulevard	Elk Grove	Sacramento	CA	4/19/2001	
6674	2675 East Bidwell Street	Folsom	Sacramento	CA	4/8/1999	
6675	2756 Sunrise Boulevard	Rancho Cordova	Sacramento	CA	10/19/1998	5
0652	4641 Florin Road	Sacramento	Sacramento	CA	12/6/1990	,
0651	1461 Meadowview Road	Sacramento	Sacramento	CA	11/16/2000)
1003	5961 Outfall Circle	Sacramento	Sacramento	CA		
4525	230 Harris Avenue, #11	Sacramento	Sacramento	CA		
4881 6620	8000 Folsom Boulevard	Sacramento	Sacramento	CA	1/25/1996	

∟xhibit A-2 - Store List

TOPE	ADDRESS	CITY	COUNTY	STATE	OPEN	STORE CLOSED DATE
			Sacramento	CA	8/6/1998	•
349	3611 Truxel Road	Baciamome -	Sacramento	CA	9/14/2000	
369	5859 Antelope Road	Sacramento	Sacramento	CA	11/10/2005	
966	2000 Howe Avenue 2930 Ramona Avenue, Ste 700	Sacramento	Sacramento	CA		
444	12218 Apple Valley Road	Apple Valley	San Bernardino	CA	1/18/2007	
834		Barstow	San Bernardino	CA	10/12/2006	
972	1100 L Avenue 5450 Walnut Avenue	Chino	San Bernardino	CA	6/6/1991	11/9/2008
619		Chino	San Bernardino	CA	11/8/2007	
876	14549 Ramona Avenue	Fontana	San Bernardino	CA	7/26/2007	
857	16783 Santa Ana Ave.	Fontana	San Bernardino	CA	7/13/2006	
960 .	16005 Sierra Lakes Pkwy	Ontario	San Bernardino	CA	6/1/2012	
556	5450 East Francis Street	Ontario	San Bernardino	CA	.6/9/2016	
558	5101 East Philadelphia Street	Ontario	San Bernardino	CA	12/13/2010	
642	5655 E Ontario Mills Parkway	Ontario	San Bernardino	CA	10/15/2014	12/31/2015
704	1990 South Cucamonga Ave	Ontario	San Bernardino	CA	6/1/2012	
775	5450 East Francis Street	Ontario	San Bernardino	CA	10/30/2008	
884	2980 South Euclid	Rancho Cucamonga	San Bernardino	CÁ	9/26/1996	
645	11884 Foothill Boulevard	Rancho Cucamonga		CA	1/19/2000	
676	8535 Oakwood Place	Redlands	San Bernardino	CA	6/28/2001	
013	1151 West Lugonia Avenue	Redlands	San Bernardino	CA	10/19/2009	
5087	27352 River Bluff Avenue	Rialto	San Bernardino	CA	7/23/2001	1/31/2011
5984	315 West Resource Drive	Rialto	San Bernardino	CA	8/19/1999	1
6683	1451 West Foothill Boulevard	San Bernadino	San Bernardino	CA		
1545	1110 E Mill Street	San Bernardino	San Bernardino	CA	1/10/1991	
0610	695 Hospitality Lane	San Bernardino	San Bernardino	CA	9/23/1985	
0683	1055 West 21st	Upland	San Bernardino	CA	6/23/1988	
0687	250 South Mountain	Upland	San Bernardino	CA	6/16/2005	
1083	1401 E. 19th Street	Victorville	San Bernardino		9/16/1993	
0665	15150 Bear Valley Road	Victorville	San Bernardino		5/4/2006 `	
1844	15655 Roy Roger Drive	Yucca Valley	San Bernardino		10/25/2007	
6971	29 Palms Highway	Chula Vista	San Diego	CA	1/13/1994	
0658	725 Plaza Court	Chula Vista	San Diego	CA		
1849	1030 Third Avenue	Eastlake	San Diego	CA	5/13/2004	
1030	1320 Eastlake Parkway	El Cajon	San Diego	CA	8/26/1986	11/15/200
0676	965 Arnele Avenue	El Cajon	San Diego	CA		
1021	1895 East Main Street	El Cajon	San Diego	CA	11/15/200	7
1848	298 Fletcher Parkway	Encinitas	San Diego	CA	5/25/1995	
0660	1001 North El Camino Real	Encinitas	San Diego	CA	3/23/2002	4/19/2009
1057	1550 Leucadia Blvd.	Escondido	San Diego	CA	1/24/2002	
1053	1475 E. Valley Parkway	Escondido	San Diego	CA	3/16/1995	
6612	1550 West Valley Parkway	Lemon Grove	San Diego	CA	12/2/1993	
0659	7530 Broadway	Oceanside	San Diego	CA	4/10/1986	
0679	3838 Vista Way	Oceanside	San Diego	CA	12/7/2000	
1018	5755 Mission Avenue	Oceanside	San Diego	CA	3/6/2007	4/20/201

≟xhibit A-2 - Store List

27005	ADDRESS	CITY	COUNTY	STATE	STORE OPEN DATE	STORE CLOSED DATE
	ADDRESS		San Diego	CA	4/20/2017	
3032	12700 Stowe Drive, Suite 280	Poway	San Diego	CA	10/21/2004	
3949	12175 Tech Center Drive	Poway	San Diego	CA	6/6/1991	
0669	12185 Carmel Mountain Road	San Diego	San Diego	CA	9/12/1991	4/19/2009
0670	7803 Othello Avenue	San Diego	San Diego	CA	1/24/1991	1,10,200
0671	525 Saturn Boulevard	San Diego		CA	11/10/1988	<u> </u>
0674	3555 Sports Arena Boulevard	San Diego	San Diego	CA	1/30/1986	11/30/1993
0678	6611 University Avenue	San Diego	San Diego	CA	1/30/1986	1170071000
0680	4255 Genesee	San Diego	San Diego	CA '	1/10/2002	
1032	355 Market Place Avenue	San Diego	San Diego	CA	2/1/2001	
1034	950 Dennery Road	San Diego	San Diego	CA	2/1/2001	
4441	7345 Mission Gorge Road, Suites A, B & C	San Diego	San Diego		7/10/1998	<u> </u>
5060	4720 Mission Gorge Place	San Diego	San Diego	CA	5/21/1998	
6634	5920 Farimount Avenue	San Diego	San Diego	CA		
6679	10604 Westview Parkway	San Diego	San Diego	CA	2/24/2000	9/30/2005
IP022	9353 Activity Rd.	San Diego	San Diego	CA-	 	9/30/2003
VIP01	8451 Miralani Drive, Suites N & O	San Diego	San Diego	CA	1/7/4000	· · · · · · · · · · · · · · · · · · ·
6656	550 San Marcos Boulevard	San Marcos	San Diego	CA	1/7/1999	<u> </u>
0673	255 Town Center Parkway	Santee	San Diego	CA	1/25/1990	
1074	2430 S. Melrose Drive	Vista	SantDiego	CA	6/30/2005	
1448	1320 Distribution Way, Suite B	Vista	San Diego	GA		-
1075	NEC Bayshore Blvd. and Waterloo Blvd	San Francisco	San Francisco	CA	1	
5363	18300 Harlan Road	Lathrop	San Joaquin	CA	11/5/2003	10/01/0010
5576	701 D'Arcy Road	Lathrop	San Joaquin	CA	1/6/2003	12/31/2010
6660	SWC Hwy 99 & Harney Lane	Lodi	San-Joaquin	CA	4/26/2012	
1006	250 Commerce Avenue	Manteca	San Joaquin	CA	9/21/2000	
0662	3818 East Hammer Lane	Stockton	San Joaquin	GA	12/9/1993	
1022	5010 Feather River Drive	Stockton	San Joaquin	CA	11/16/2000	
1020	2461 Naglee Road	Tracy	San Joaquin	CA	1/17/2002	
5641	1400 Pescadero Avenue	Tracy	San Joaquin	GA	12/14/2009	
1031	905 El Camino Real	Atascadero	San Luis Obispo		11/16/2000	
1052	1551 Froom Ranch Way	San Luis Obispo	San Luis Obispo	CA	3/13/2003	
0639	2 Colma Boulevard	Colma	San Mateo	CA	10/19/1995	
6655	91 Colma Boulevard	Colma	San Mateo	CA	4/30/1998	
1092	303 E Lake Merced Blvd	Daly City	San Mateo	CA	2/9/2006	
1008	1751 East Bayshore Road and	East Palo Alto	San Mateo	CA	11/16/2000	8/7/2005
6603	1781 East Bayshore Road	East Palo Alto	San Mateo	CA	7/22/1999	
6741	4000 East Third Avenue	Foster City	San Mateo	CA	11/1/2012	
0628	1125 Old County Road	San Carlos	San Mateo	CA	10/12/1989	
1023	900 Dubuque Avenue	San Francisco	San Mateo	CA		
0632	2001 Chess Drive	San Mateo	San Mateo	CA	12/4/1997	
6739	107 South "B" Street	San Mateo	San/Mateo	CA		10/31/201
6623	6975 Marketplace Drive	Goleta	Santa Barbara	CA	5/13/1999	
6681	1701 E. Ocean Ave	Lompoc	Santa Barbara	CA	9/23/2004	
6638	2120 South Bradley Road	Santa Maria	Santa Barbara	CA	11/12/1998	3

≟xhibit A-2 - Store List

				CTATE	OPEN	STORE CLOSED DATE
TORE	ADDRESS	CITY	COUNTY	STATE		<u> </u>
642	480 East Hamilton Avenue	Campbell	Santa Clara	CA	1/7/1993	
677	8850 San Ysidro Avenue	Gilroy	Santa Clara	CA	- · · · · · · · · · · · · · · · · · · ·	
041	1177 Great Mall Drive	Milpitas		CA	6/21/2001	7/27/2007
058	1535 Landess Avenue	Milpitas	Santa Clara	CA	4/00/0004	112112001
572	860 East Dunne Avenue	Morgan Hill	Sarita Oldia	CA	4/29/2004	0/04/0004
626	1535 Landess Avenue	San Francisco	Santa Clara	CA	1.0/1/1987	6/21/2001
626	1535 Landess Avenue	San Francisco	Santa Clara	CA	111511000	5/31/2010
622	920 Blossom Hill Road	San Jose	Santa Clara	CA	4/17/1986	
009	1855 Hillsdale Avenue	San Jose	Santa Clara	CA	3/7/2002	414 0/0000
035	5095 Almaden Expressway	San Jose	Santa Clara	CA	3/9/2002	4/12/2009
035	5095 Almaden Expressway	San Jose	Santa Clara	GA		1/04/0047
1449	2055 Junction Avenue, Ste 110	San Jose	Santa Clara	CA	2/1/2010	1/31/2017
861	2181 Monterey Road	San Jose	Santa Clara	CA	4/17/2008	<u> </u>
1872	650 Brennan St.	San Jose	Santa Clara	CA		
621	635 Capitol Expressway	San Jose	Santa Clara	CA	6/12/1997	
3635	975 South DeAnza Boulevard	San Jose	Santa Clara	CA	5/11/2000	
6672	2855 Story Road	San Jose	Santa Clara	CA	10/25/2007	<u> </u>
6672	2855 Story Road	San Jose	Santa Clara	CA	<u> </u>	<u> </u>
0630	2435 LaFayette Street	Santa Clara	Santa Clara	CA	12/13/1990	 -
5121	2055 Industrial Drive, Unit 2	Stockton	Santa Clara	CA	1/12/2015	
0621	121 E. El Camino Real	Sunnyvale	Santa Clara	CA	4/17/1986	9/30/1992
0640	680 Kifer Road	Sunnyvale	Santa Clara	CA	10/15/1992	
6968	2600 41st Avenue	Soquel	Santa Cruz	CA	8/23/2007	<u> </u>
1069	355 S. Green Valley Road	Watsonville	Santa Cruz	CA	10/28/2004	<u> </u>
6682	1200 Churn Creek Rd.	Redding	Shasta	CA	1/20/2000	<u> </u>
5145	540 Stone Road	Benicia _.	Soláno	CA	2/5/2007	4/30/2009
0637	2121 Cadenasso Drive	Fairfield	Solano	CA	10/10/1991	
1043	510 Orange Drive	Vacaville	Solano	CA	10/11/2001	
0633	1175 Admiral Callaghan Drive	Vallejo	Solano	CA	7/16/1992	
0633	1175 Admiral Callaghan Drive	Vallejo	Solano	CA		12/31/2008
1385	66 Admiral Callaghan Lane	Vallejo	Solano	CA .		
1860	5180 Sonoma Blvd.	Vallejo	Solano	GA_		_1
1382	2000 Lakeville Highway	Petaluma	Sonoma	CA	4/19/2007 .	4/26/2009
1389	1310 Clegg Street	Petaluma	Sonoma	ÇA		
1390	1311 Clegg Street	Petaluma	Sonoma	CA		
0641	4825 Redwood Drive	Rohnert Park	Sonoma	CA	. 7/23/1992	_
1381	5300 Commerce Boulevard	Rohnert Park	Sonoma	CA		<u> </u>
1384	13901 San Pable Avenue	San Pablo	Sonoma	CA	5/3/2007	4/26/2009
1379	100 Bicentennial Way	Santa Rosa	Sonoma	CA	10/26/2006	
6667	6280 Hambree Lane	Windsor	Sonoma	CA	6/28/2001	
6947	1451 East Hatch Road	Ceres	Stanislaus	CA	10/27/2005	5
6601	1617 North Carpenter Road	Modesto	Stanislaus	CA	11/18/1993	3
1842	5230 Squire Wells Road	Riverbank	Stanislaus	CA	1/12/2006	<u> </u>
1001	2800 Countryside Drive	Turlock	Stanislaus	CA	8/31/2000	

_xhibit A-2 - Store List

STORE	ADDRESS	CITY	COUNTY	STATE	STORE OPEN DATE	STORE CLOSED DATE
	1100 Tharp Road	Yuba City	Sutter	CA	11/8/2001	
RM116	625 Cooper Avenue	Yuba City	Sutter	CA	3/15/2010	3/31/2013
3492	2650 Main Street	Red Bluff	Tehama	GA	1/13/2005	
1080	750 S. Jaye Street	Porterville	Tulare	CA	7/31/2003	
6946	Laspina and Prosperity	Tulare	Tulare	CA	1/26/2006	
3615	3500 South Demaree Street	Visalia	Tulare	GA	1/11/1996	
1012	401 W. Ventura Blvd.	Camarillo	Ventura	CA	7/25/2002	
6881	SEQ Los Angeles Avenue & Miller Parkway	Moorpark	Ventura	CA		
0604	2600 Vineyard Avenue	Oxnard	Ventura	CA	8/17/1989	2/21/2002
1040	401 W. Esplanade Drive	Oxnard	Ventura	CA	2/21/2002	
	575 Cochran Street	Simi Valley	Ventura	CA .	4/8/1999	
6640	2745 Teller Road	Thousand Oaks	Ventura	CA	5/25/2000	
6662	325 Hampshire Road	Thousand Oaks	Ventura	CA		
6962		West Sacramento	Yolo	CA	11/15/2007	
1846 1068	690 Riverpoint CT 1860 E. Main Street	Woodland	Yalo .	CA.	11/21/2002	,

Exhibit B-1

EXHIBIT B-1 -- CIVIL PENALTIES

<u> </u>								
		Penalties -	est. ii	Denelline	Civil	Penalties -		
		ness and		Penalties - th and Safety		th and Safety	Tota	al of Civil Penalties
				00 Penalties		89 Penalties		I to Agency
Agency	Pena				-	100,000.00	\$	3,690,400.00
Alameda Co. District Attorney's Office	\$	3,390,400.00	\$	200,000.00	\$	100,000.00	<u>Ψ</u>	4,039,700.00
Attorney General's Office* (see below)	\$	4,039,700.00	\$		\$		\$	2.500.00
Butte Co. District Attorney's Office	\$	2,500.00	\$		\$	-	\$	35,000,00
Contra Costa Co. District Attorney's Office	\$	35,000.00	\$		\$		\$	5,000.00
Fresno Co. District Attorney's Office	\$	5,000.00	\$		\$	· · · · ·	\$	450,900.00
Los Angeles City Attorney's Office	\$	450,900.00	\$	-	\$		1	7,500.00
Marin Co. District Attorney's Office	\$	7,500.00	\$		\$	-	\$	747,900.00
Monterey Co. District Attorney's Office	\$	747,900.00	\$	<u> </u>	\$		\$	16,500.00
Napa Co. District Attorney's Office	\$	16,500.00	\$		\$	-	\$	5.000.00
Orange Co. District Attorney's Office	\$	5,000.00	\$_	<u> </u>	\$	- _	\$	2,500.00
Placer Co. District Attorney's Office** (see below)	\$	2,500.00	\$_		\$		\$	500.000.00
Riverside Co. District Attorney's Office*** (see below)	\$	500,000.00	\$	· · · · · · · · · · · · · · · · · · ·	\$_		\$	12,500,00
Sacramento Co. District Attorney's Office**** (see below)	\$	12,500.00	\$	-	\$	<u> </u>	\$	13,500.00
San Diego City Attorney's Office	\$	13,500.00	\$	<u>-</u> _	\$		\$	886,200.00
San Diego Co. District Attorney's Office	\$_	886,200.00			\$_		\$	100,000,00
San Francisco Co. District Attorney's Office	\$	100,000.00			\$		\$	1,389,500.00
San Joaquin Co. District Attorney's Office	\$	1,334,500.00		55,000.00	\$	<u>-</u>	\$	475,400.00
Santa Clara Co. District Attorney's Office	\$	475,400.00			\$_		\$	17,500.00
Solano Co. District Attorney's Office	\$	17,500.00		<u>•</u>	\$		\$	12,500.00
Tulare Co. District Attorney's Office	\$	12,500.00			\$. <u> </u>	\$	1,069,000.00
Ventura Co. District Attorney's Office	\$	1,069,000.00		-	\$	<u>-</u>	+-	2,353,000.00
Yolo Co. District Attorney's Office	\$	2,203,000.00	\$	100,000.00	\$	50,000.00	1 \$	2,000,000.00
						450,000,00	10	15,832,000.00
Totals - Prosecutor Civil Penalties	\$	15,327,000.00	\$	355,000.00	\$	150,000.00	\$	10,002,000.00
					L			

*ATTORNEY GENERAL'S OFFICE: \$4,039,700.00 as civil penalties to the California Attorney General's Office pursuant to Business and Professions Code section 17200 et seq. 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. Home Depot U.S.A., Inc.) and the internal docket number for this matter (OK2013950133). The money pald to the Attorney General shall be administered by the California Department of Justice and shall be used by the Environment (OK2013950133). The money pald to 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 Attorney General's authority to protect the environment and natural resources of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, lincluding, 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

** PLACER: The money paid to the Placer District Attorney as penalties, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney to augment the budget of the District Attorney's Office pertaining to the investigation and 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 \$500,000.00 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 costs and penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to 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.

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	Hea Safe	Penalties - Ith and ety §25500 alties	Hea	Penalties - ith and Safety 189 Penalties	Pena	
California Highway Patrol	\$	10,000:00	\$	-	\$	10,000.00
Contra Costa Co Health Services Dept., Hazardous Materials Program	\$	15,000.00	\$	· · ·	\$	15,000.00
Department of Toxic Substances Control*(see below)	\$	-	\$	300,000.00	\$	300,000.00
Los Angeles Co: - Fire Health Hazmat	\$	75,000.00	\$	75,000.00	\$	150,000.00
Marin Co Dept. of Public Works, Waste Mngt. Div.	\$	25,000.00	\$		\$	25,000.00
Napa Co Dept: of Env: Mngt	\$	2,500.00	\$	-	\$	2,500.00
Orange Co Environmental Health**(see below)	\$	2,500.00	\$	-	\$	2,500.00
Riverside Co Dept. of Health, Hazardous Materials Division	\$	10,000.00	\$	-	\$	10,000.00
Sacramento Co Environmental Mgmt Dept.	\$	5,000.00	\$		\$	5,000.00
San Diego Co Dept. of Environmental Health	.\$	40,000.00	\$	<u> </u>	\$	40,000.00
San Joaquin Co Environmental Health Dept.	\$	150,000.00	\$_	75,000.00	\$	225,000.00
Tulare Co Environmental Health	\$	15,000.00	\$		\$	15,000.00
Yolo Co Environmental: Health	\$	5,000.00	\$		\$	5,000.00
Total - Agency Civil Penalties	\$	355,000.00	\$	450,000.00	\$	805,000.00

*DTSC: Defendants shall pay to Plaintiff the sum of \$300,000.00 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 to the Yolo County District Attorney's Office Consumer Fraud and Environmental Protection Division.

**ORANGE: \$2,500.00 is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.

Exhibit C

EXHIBIT C - SUPPLEMENTAL ENVIRONMENTAL PROJECTS

1. Craig Thompson Environmental Protection Prosecution Fund.

HOME DEPOT U.S.A., INC. shall provide the amount of Five Hundred and Sixty-Three Thousand Dollars (\$563,000.00) payable to the Craig Thompson Environmental Protection Prosecution Fund ("CTEPP Fund") to be used for purposes consistent with the mission of the CTEPP Fund.

- 2. California Certified Unified Program Agency Forum Projects. *
 - a. HOME DEPOT U.S.A., INC. shall provide the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) payable to the CUPA Forum Environmental Protection Trust Fund ("CUPA Trust Fund"), which is administered and to be used by the California Certified Unified Program Agency Forum, for purposes consistent with the mission of the CUPA Trust Fund.
 - b. HOME DEPOT U.S.A., INC. shall provide the amount of Five Hundred and Fifty Thousand Dollars (\$550,000.00) payable to the California CUPA Forum 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 Advanced Environmental Criminal Training Program (Cal-AECTP) with CHMIA. *

HOME DEPOT U.S.A., INC. shall provide the amount of Two Hundred Thousand Dollars (\$200,000.00) payable to the California Hazardous Materials Investigators Association ("CHMIA") to be used by CHMIA to fund full scholarships for attendance and participation in their Advanced Environmental Criminal Training Program. Each of these scholarships shall cover conference registration, travel, food, lodging, and incidentals.

4. California Environmental Protection Agency Environmental Justice Small Grants Program.

HOME DEPOT U.S.A., INC. shall provide the amount of Two Hundred and Seventy-Five Thousand Dollars (\$275,000.00) payable to the California Environmental Protection Agency (with a subject line notation: Environmental Justice Small Grants Program) for the funding of projects or programs, consistent with the Environmental Justice Small Grant Program criteria set forth in Public Resources Code section 71116, that will do any of the following in California: Resolve problems associated with hazardous waste or hazardous materials contamination in environmental justice communities, including through distribution of information about the risks and regulation of hazardous waste or hazardous materials in environmental justice communities; improve communication and coordination among agencies that regulate hazardous waste or hazardous materials and residents of environmental justice communities; expand the understanding of residents of environmental justice communities about hazardous waste or hazardous material issues; evaluate information about the risks associated with hazardous waste or hazardous material exposure in environmental justice communities; promote environmental justice community involvement in decision making regarding the regulation of hazardous wastes or hazardous materials, restoration of resources contaminated by releases of hazardous

wastes or hazardous materials, or the enforcement of hazardous waste or hazardous materials laws.

- 5. California District Attorneys Association Circuit Prosecutor Project.*

 HOME DEPOT U.S.A., INC. shall provide the amount of One Hundred and Twenty-Five

 Thousand Dollars (\$125,000.00) payable to the California District Attorneys Association
 Circuit Prosecutor Project ("Circuit Prosecutor Project") for purposes consistent with the

 objectives of the Circuit Prosecutor Project.
- Department of Toxic Substances Control Training Fund. HOME DEPOT 6. U.S.A., INC. shall provide the amount of Two Hundred and Seventy-Five Thousand Dollars (\$275,000.00) payable to the Department of Toxic Substances Control for its staff to attend the California Hazardous Materials Investigators Association Annual Conference, Cal CUPA Forum Annual Training Conference, The Continuing Challenge Conference, McCoy's RCRA Seminar, California Specialized Training Institute Haz Mat Technician and Specialist Training Courses, the Western States Project Trainings and Conference, the Commission on Peace Officer Standards Training (POST) certified Specialized Investigator's Basic Course, POST Requalification Course, POST Institute of Criminal Investigations Environmental Crime, POST Legislatively Mandated Training, POST Perishable Skills and Continuing Professional Training, California District Attorneys Association, High Technology Crime Consortium, High Technology Crime Investigations Association. Other POST certified trainings required for the Office of Criminal Investigations but not limited to (Arrest and Control, Tactical Communications, Firearms, Crime Scene Investigations, Computer Digital Evidence Recovery, Evidence Management, Field Training Program Administrator Course and Defense Tactics). This money can include registration, travel and per diem.

7. Western States Project. *

HOME DEPOT U.S.A., INC. shall provide the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the Western States Project to be used by the Western States Project for an environmental enforcement newsletter and the development and maintenance of a webpage with information about the Regional Environmental Enforcement Associations.

- 8. California District Attorneys Association Environmental Project.*

 HOME DEPOT U.S.A., INC. shall provide the amount of One Hundred and Seventy-Five

 Thousand Dollars (\$175,000.00) payable to the California District Attorneys Association —

 Environmental Project ("Environmental Project") to be used by the Environmental Project

 for the purpose of providing training consistent with the objectives of the Environmental

 Project.
- * If the payment provided by HOME DEPOT U.S.A., INC., is accepted by a designated entity, the designated entity shall provide, until the exhaustion of the funds, annual letter reports describing the specific use of the funds. The annual letter reports shall be submitted to the Plaintiff's representatives identified in this Stipulation for Entry of Final Judgment and Permanent Injunction.

Exhibit D

Home Depot Above Compliance Environmental Expenditures

Per Paragraph 5.2 of the Final Judgment on Consent, Home Depot shall be entitled to a credit against civil penalties in the amount of THREE MILLION FOUR HUNDRED AND TWENTY THOUSAND DOLLARS (\$3,420,000) for undertaking environmental compliance measures beyond those required by law, statute, regulation or ordinance. In order to receive this credit, Home Depot shall have spent starting on November 17, 2013 or shall spend at least SIX MILLION EIGHT HUNDRED AND FORTY THOUSAND DOLLARS (\$6,840,000) for the environmental compliance measures specified below within five years from the Effective Date of the final Judgment on Consent:

Employees

Home Depot will continue to employ a Manager and Senior Manager of Environmental Compliance for its Western Region through five years from the Effective Date of the Final Judgment on Consent. The job duties for these positions will include:

- Assisting in the management of hazardous material spills including communication, investigation, root cause analysis and preventative actions;
- Managing hazardous waste and hazardous materials training requirements and ensuring adherence to curriculum standards; and
- Assisting in the enhancement and enforcement of Home Depot's compliance with environmental laws and regulations regarding hazardous materials and hazardous waste management.

Daily Hazardous Waste Inspections

Home Depot will continue to perform daily inspections of its retail stores through five years from the Effective Date of the final Judgment on Consent to ensure that hazardous waste and hazardous materials are being properly handled. During these daily inspections, Home Depot associates will inspect the Receiving, Paint, Hardware, Plumbing, Outside Garden and Tool Rental areas and confirm compliance with Home Depot's HHM Checklist.

HHM IT Enhancements

Home Depot will continue to explore ways to enhance its use of Information Technology for the purpose of (i) identifying hazardous materials in the products it sells and (ii) providing information to its employees about the proper methods for disposal of hazardous wastes and materials.

Compactor Assessments

Home Depot has utilized the services of a third party contractor to conduct assessments of 43 trash compactors at Home Depot retail stores. Photographs and data from these assessments have previously been provided to the government.

Within 30 days of entry of the Final Judgment on Consent, Home Depot will submit an accounting report to the Plaintiff, signed by an officer of Home Depot, that provides, under penalty of perjury, the details and dates of the expenditures by Home Depot for these environmental compliance measures up to the date of the entry of the Final Judgment on Consent. In the event Home Depot has not spent SIX MILLION EIGHT HUNDRED AND FORTY THOUSAND DOLLARS (\$6,840,000) for the specified environmental

compliance measures by the date of entry of the Final Judgment on Consent, Home Depot shall submit a second accounting report within 30 days of the completion of the expenditures required by this Exhibit D, to the Plaintiff, signed by an officer of Home Depot, that provides, under penalty of perjury, the details and dates of the expenditures by Home Depot for these environmental compliance measures.

Exhibit E-1

EXHIBIT E-1 -- COSTS

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Agency	Total C	Costs to Agency
Alameda Co. District Attorney's Office	\$	301,650.00
Attorney General's Office* (see below)	\$	377,099.00
Butte Co. District Attorney's Office	\$	900.00
Contra Costa Co. District Attorney's Office	\$	6,900.00
Fresno Co. District Attorney's Office	\$	1,800.00
Los Angeles City Attorney's Office	\$	15,000.00
Marin-Co. District Attorney's Office	\$	2,100.00
Monterey Co. District Attorney's Office	\$	62,362.00
Napa Co. District Attorney's Office	\$	3,478.00
Orange Co. District Attorney's Office	\$	1,800.00
Placer Co. District Attorney's Office** (see below)	\$	900.00
Riverside Co. District Attorney's Office*** (see below)	\$	29,400.00
Sacramento Co. District Attorney's Office**** (see below)	\$	3,000.00
San Diego City Attorney's Office	\$	3,150.00
San Diego Co. District Attorney's Office	\$	405,071.00
San Francisco Co. District Attorney's Office	\$	12,600.00
San Joaquin Co. District Attorney's Office	\$	97,050.00
Santa Clara Co. District Attorney's Office	\$	19 ₁ 875.00
Solano Co. District Attorney's Office	\$	3,600.00
Tulare Co. District Attorney's Office	\$	2,850.00
Ventura Co. District Attorney's Office	\$	89,100.00
Yolo Co. District Attorney's Office	\$	246,815.00
Total - Prosecutor Costs	\$ '	1,686,500.00

*ATTORNEY GENERAL'S OFFICE: \$377,099.00, 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. Home Depot U.S.A. inc.") and the internal docket number for this matter (OK2013950133). 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.

EXHIBIT E-1 -- COSTS

- ** PLACER: The money paid to the Placer District Attorney as costs, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the investigation and 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 Costs: "Defendant" shall pay \$29,400.00 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.
- **** SACRAMENTO: The money paid to the Sacramento District Attorney as costs and penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office penalting to the investigation and enforcement of consumer and environmental protection laws and in no manner shall suppliant or cause any reduction of any portion of the District Attorney's budget.

Exhibit E-2

EXHIBIT E-2 -- COSTS

	Total Costs to
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Agency:	Agency
California Highway Patrol	\$ 2,400.00
Contra Costa Co Health Services Dept., Hazardous Materials Program	\$ 3,600.00
Department of Toxic Substances Control	\$ 70,237.50
Los Angeles Co Fire Health Hazmat	\$ 24,900.00
Marin Co Dept. of Public Works, Waste Mngt. Div.	\$ 4,650.00
Napa Co Dept. of Env. Mngt.	\$ 600.00
Orange Co Environmental Health* (see below)	\$ 300.00
Riverside Co Dept. of Health, Hazardous Materials Division	\$ 2,400.00
Sacramento Co Environmental Mgmt. Dept.	\$ 1,200.00
San Diego Co Dept. of Environmental Health	\$ 7,050.00
San Joaquin Co Environmental Health Department	\$ 40,800.00
Tulare Co Environmental Health	\$ 3,862.50
	\$ 1,500.00
Yolo Co Environmental Health	
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Total - Agency Costs	

*ORANGE: \$300.00 is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.