ATTORNEY GENERAL--OFFICE COPY

ENDORSED
FILED
ALAMEDA COUNTY

MAR 02 2011

K. McCoy, Exec. Off./Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, **v.** **TARGET CORPORATION, a Minnesota Corporation; and DOES 1 through 25, inclusive,** Defendants.	Case No. RG09457686 **[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT** (ASSIGNED FOR ALL PURPOSES TO: THE HONORABLE STEVEN A. BRICK, DEPARTMENT 17)

RECEIVED
FEB 23 2011
By ALAMEDA COUNTY SUPERIOR COURT

WHEREAS, Plaintiff, the People of the State of California ("People") and defendant Target Corporation ("Target"), by their respective attorneys, entered into a Stipulation for Entry of Final Judgment and Permanent Injunction dated January 27, 2011 and thereby have consented to the entry of this Final Judgment and Permanent Injunction on Consent ("Final Judgment on Consent");

AND WHEREAS, the Court finds that the settlement between the People and Target is fair and in the public interest;

NOW THEREFORE, upon the consent of the aforementioned parties, it is hereby ORDERED, ADJUDGED, AND DECREED:

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 Final Judgment on Consent is not an admission by Target regarding any issue of law or fact in the above-captioned matter or any violation of law. The People and Target enter into this Final Judgment on Consent pursuant to a compromise and settlement of disputed claims for purposes of furthering the public interest. The People believe that the resolution embodied in this Final Judgment is fair and reasonable and fulfills the People's enforcement objectives; that except as provided in this Final Judgment on Consent, no further action is warranted concerning the allegations contained in the First Amended Complaint ("FAC"), attached hereto as **Exhibit A**; and that entry of this Final Judgment on Consent is in the best interest of the public. Target agrees that this Final Judgment on Consent is a fair and reasonable resolution of the matters alleged in the First Amended Complaint. The parties also waive their right to appeal.

///

///

3. DEFINITIONS

Except where otherwise expressly defined in this Final Judgment on Consent, all terms shall be interpreted consistent with Chapters 6.5 and 6.95 of Division 20 of the California Health and Safety Code and the regulations promulgated under these chapters.

"California Facilities" means the Target retail stores, distribution centers, and other Target-owned facilities in the State of California listed in the attached **Exhibit B**.

"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 California Health and Safety Code, and Title 27 of the California Code of Regulations, to implement certain State environmental programs within the local agency's jurisdiction.

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

"Target Facilities" means the California Facilities and any additional Target retail store, distribution center, or other facility that Target opens in the State of California.

4. PAYMENTS FOR CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS AND COSTS

Target shall, within ten days of entry of this Final Judgment on Consent, pay civil penalties, fund the supplemental environmental projects provided for in this Final Judgment on Consent and pay costs in the total amount of twenty-two million, five hundred thousand dollars ($22,500,000.00). Said payment shall be made as set forth in paragraphs 4.1 through 4.5 below. On entry of this Final Judgment on Consent, Target shall deliver all required payments to the Attorney General for the State of California, for distribution pursuant to the terms of this Final Judgment on Consent.

4.1. Civil Penalties

Target shall pay seventeen million dollars ($17,000,000.00) as civil penalties pursuant to sections of the California Health and Safety Code and the California Business and Professions Code, to the prosecuting agencies/regulatory agencies identified in, and in accordance with the terms of, **Exhibit C**, attached.

4.2. Supplemental Environmental Projects

Target shall pay for Supplemental Environmental Projects with a total value of two million, five hundred thousand dollars ($2,500,000.00) to the entities identified and in accordance with the terms of **Exhibit D**, attached.

4.3. Reimbursement of Costs of Investigation and Enforcement

Target shall pay three million dollars ($3,000,000.00) 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 **Exhibit C**, attached.

4.4. Copy of Payments to Plaintiff's Representatives

Target shall send an electronic confirmation of any payment made by wire transfer to each of the People's representatives identified in paragraph 8 at the time of payment.

4.5. Late Payments

Target shall be liable for a civil penalty of Twenty-Five Thousand Dollars ($25,000.00) for each calendar day that any payment required pursuant to paragraphs 4.1 through 4.3 is late.

5. INJUNCTIVE RELIEF

Pursuant to the provisions of California Health and Safety Code sections 25181 and 25516 and California Business and Professions Code section 17203, Target is permanently enjoined to comply with Chapters 6.5 and 6.95 of Division 20 of the California Health and Safety Code, and the regulations promulgated under these chapters, and to comply with California Health and Safety Code section 117600 *et. seq.* at the Target Facilities. Failure to comply with this Final Judgment on Consent and the specific additional injunctive provisions that follow may subject Target to sanctions, including but not limited to contempt and additional penalties in this action as well as any separate enforcement action that may be brought.

5.1. Specific Injunctive Provisions:

5.1. a. Target shall not dispose, or cause the disposal of, any hazardous waste at a point not authorized or permitted by the Department of Toxic Substances Control, in violation of Health and Safety Code section 25189, including, without limitation, to trash compactors, dumpsters, drains, sinks, or toilets at a Target Facility, 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.

5.1. b. Target shall determine at each Target Facility whether each item returned by a customer to that facility, and each waste generated at that facility via spills, container breakage, or other means, is a "hazardous waste" as required by California Code of Regulations, Title 22, section 66262.11, and if the material is a hazardous waste, manage the hazardous waste in accordance with the requirements of Chapter 6.5 of Division 20 of the Health and Safety Code and its implementing regulations in the California Code of Regulations, Title 22.

5.1. c. Target shall manage any hazardous waste identified pursuant to paragraphs 5.1.a. and 5.1.b in accordance with the requirements of Chapter 6.5 of the Health and Safety Code and its implementing regulations in the California Code of Regulations, Title 22.

5.1. d. Target shall not transport, or cause to be transported, hazardous waste unless the transporter is properly licensed and registered to do so, as required by Health and Safety Code section 25163. This prohibition includes, without limitation, transporting hazardous waste on Target trucks that are not properly licensed and registered to transport hazardous waste.

5.1. e. Target shall not transport, or cause to be transported, any hazardous waste to an unauthorized location, in violation of Health and Safety Code section 25189.5.

5.1. f. Target shall not transport, or cause to be transported, any recyclable materials, as defined in Health and Safety Code section 25120.5, from or in the State of California as part of any "reverse logistics" process to centralize the management of returned items unless Target has a contractual agreement or general practice[1] providing for return of the item to the manufacturer, and Target complies with any applicable requirements contained in Health and Safety Code section 25143.2.

5.1. g. Target shall lawfully and timely dispose of all accumulated hazardous waste at any Target Facility at least once every ninety (90) days, and shall timely cause to be

[1] "General practice" refers to those circumstances where there is no contractual agreement between a vendor and Target regarding disposition of a returned item, or where a vendor with such a contractual agreement with Target changes the disposition of an item without formally changing the entire agreement.

prepared and filed a hazardous waste manifest with the Department of Toxic Substances Control ("DTSC") for hazardous waste that is transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or any combination thereof, as provided by Health and Safety Code section 25160(b)(3) and California Code of Regulations, Title 22, section 66262.23, or timely notify the DTSC of the treatment, storage, or disposal facility's failure to return an executed manifest.

5.1.h. Target shall maintain a program for the lawful storage, handling and accumulation of hazardous waste, and for the lawful segregation of 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, 66265.173 and 66265.177.

5.1.i. Target shall maintain properly designated and designed hazardous waste storage areas, which include the segregation of hazardous wastes, and shall conduct weekly inspections of hazardous waste storage areas at each Target Facility, as required by California Code of Regulations, Title 22, sections 66262.34 and 66265.174.

5.1. j. Target shall manage discarded or no longer usable non-empty aerosol cans as universal waste aerosol cans or as hazardous waste aerosol cans as required by Health and Safety Code section 25201.16. This includes, without limitation, returned non-empty aerosol cans without actuators that are discarded or no longer usable.

5.1. k. Target shall manage (including, but not limited to, handling, storing, transferring, transporting, and causing to be transported) and dispose of universal waste (as defined in California Code of Regulations, Title 22, sections 66260.10 ("Universal Waste"), 66261.9 and 66273.9) in compliance with all applicable requirements contained in California Code of Regulations, Title 22, Division 4.5, Chapter 23, section 66273.1, *et seq.*

5.1. l. Target shall comply with employee training obligations as required by California Code of Regulations, Title 22, section 66265.16, pertaining to handling of hazardous waste, including but not limited to the requirement to maintain for a period of three (3) years, all training documentation for each employee involved in hazardous waste handling at any Target Facility. In addition, Target shall maintain an employee training plan designed to enhance

employee awareness of any regulatory or statutory changes in environmental compliance requirements, including, but not limited to, changes in Chapter 6.5 and 6.95 of Division 20 of the Health and Safety Code, or corresponding changes in Target's environmental compliance program(s).

5.1. m. Target shall at all times maintain a current hazardous waste contingency plan and emergency procedures at and for each Target Facility, as required by California Code of Regulations, Title 22, section 66265.51 through 66265.56.

5.1. n. Upon the entry of this Final Judgment on Consent, Target shall continuously maintain and submit to the administering agency (as defined in Health and Safety Code sections 25501 and 25502), a complete hazardous materials business plan for each Target Facility, as required by Health and Safety Code section 25504 and 25505 and California Code of Regulations, Title 19, section 2729. Each hazardous materials business plan shall include procedures for emergency response to a release or threatened release of hazardous materials, as required by Health and Safety Code section 25503.5. Such plan shall also include an employee training program that meets the requirements of Health and Safety Code section 25504(a) and (c), and California Code of Regulations, Title 19, section 2732.

5.1. o. Target shall immediately report any release or threatened release of a hazardous material from any Target Facility as required by Health and Safety Code section 25507.

5.1. p. Within thirty (30) calendar days of the entry of this Final Judgment on Consent, Target shall retain the services of The Shaw Group, Inc. ("Auditor"), who for a period of three (3) years will conduct three annual environmental compliance audits of Target Facilities and submit annual environmental audit reports to Target, with a copy to the People, within fifteen (15) calendar days of each anniversary date of the entry of this Final Judgment on Consent. The Auditor was chosen by Target; the People do not object to Target's choice. The Auditor, in conjunction with Target, will develop an environmental audit protocol meeting the requirements of this Final Judgment on Consent and shall provide it to the People for review and comment. In addition to any other audit objectives deemed appropriate by Target, the environmental

compliance audits shall evaluate Target's compliance with Chapter 6.5 and 6.95 of Division 20 of the Health and Safety Code, and their implementing regulations. The environmental compliance audits shall also evaluate the implementation and effectiveness of Target's ESIM program and any other environmental compliance program implemented by Target to maintain compliance with Chapter 6.5 and 6.95 of Division 20 of the Health and Safety Code. The environmental audit reports referenced above shall include, but not be limited to, a complete description and discussion of all environmental audit objectives, scope, and criteria, audit activities, audit findings and audit conclusions, recommendations and shall identify and discuss all audit evidence considered or relied upon to support the audit conclusions. The environmental audit reports shall also contain a brief description of any written advisements of violation, including formal Notices of Violation and inspection reports directed to any Target Facility by any local, state or federal agency that identifies any violation of any environmental protection law relating to the management of any hazardous material or waste. Such reports shall also include, but not be limited to, a brief description of the disposition of any such noted violations including whether Target paid any fines, costs or other payments and what corrective measures, if any, were taken by Target. Within 30 days after receipt by the People of each environmental audit report, Target shall provide the People with a plan to correct any deficiencies raised in the environmental audit reports.

6. ENFORCEMENT OF FINAL JUDGMENT ON CONSENT 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 injunctive provisions, or additional penalties consistent with the provisions of this Final Judgment on Consent. Nothing in this Final Judgment on Consent shall limit any rights of the People to seek any other relief or remedies provided by law, or the rights of Target 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 alleged by the People in the FAC (attached as **Exhibit A**)

regarding the California Facilities and any claims that could have been alleged based on known conduct. The matters described in the previous sentence are "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 unknown violation, any violation that occurs after January 25, 2011, and any claim, violation, or cause of action against Target's independent contractors or subcontractors. The parties reserve the right to pursue any Reserved Claim and to defend against any Reserved Claim.

7.2. Any claims or causes of action against Target for performance of cleanup, corrective action, or response action for any actual past or future releases, spills, or disposals of hazardous waste or hazardous substances that were caused or contributed to by Target at or from Target Facilities are not Covered Matters.

7.3. In any subsequent action that may be brought by the People based on any Reserved Claim, Target agrees that it will not assert that failing to pursue any Reserved Claim as part of this action constitutes claim-splitting.

7.4. In the event litigation is filed by an entity that is not a party to this action against Target arising out of or related to a Covered Matter, Target shall, within 30 days following service of such litigation upon Target, 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 on Consent and the principle of res judicata. If the People determine that the subsequent litigation is barred by the terms of this Final Judgment on Consent and the principle of res judicata, the People will appear in person or in writing in such subsequent litigation to explain the People's view of the effect of this Final Judgment on Consent on such litigation.

7.5. The provisions of paragraph 7.1 are effective on the date of entry of the Final Judgment on Consent. The continuing effect of paragraph 7.1 is expressly conditioned on Target's full payment of the amounts due under this Final Judgment on Consent.

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. Target 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, Participating Agency or local agency, or against their officers, employees, representatives, agents or attorneys arising out of or related to any Covered Matter.

7.8. Any event that is beyond the control of Target and that prevents Target from timely performing any obligation under Paragraph 5 of this Final Judgment on Consent, despite Target's best efforts to fulfill that obligation, is a "force majeure" event. The requirement that Target exercise its "best efforts to fulfill the obligation" includes the requirement that Target 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 possible. "Force majeure" does not include acts or omissions of Target or its employees or financial inability to fund or complete the obligation.

8. NOTICE

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

For the People:

Timothy R. Patterson
Supervising Deputy Attorney General
Office of the Attorney General
110 West A Street, Suite 1100
San Diego, CA 92101

Brett J. Morris
Deputy Attorney General
Office of the Attorney General
1515 Clay Street, 20th Floor
Oakland, CA 94612

and

David J. Irey
Supervising Deputy District Attorney
San Joaquin County District Attorney
Office of the District Attorney
222 East Weber Avenue, Room 202
Stockton, CA 95202

For Target:

Steve Musser
Senior Investigative Consultant, CRR
Target Corporation
1000 Nicollet Mall, TPS-2074
Minneapolis, MN 55403

Any Party may change its notice name and address by informing the other party in writing, but no change is effective until it is received. All notices and other communications required or permitted under this Final Judgment on Consent that are properly addressed as provided in this paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days following deposit in the United States mail, postage prepaid, if delivered by 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 of entity, or any CUPA from exercising its authority under any law, statute or regulation. Except as expressly provided in this Final Judgment on Consent, Target 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 persons or property resulting from acts or omissions by Target, 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 or any contract entered into by Target, 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 it from later enforcing the same or any other provision of this Final Judgment on Consent. Except

as expressly provided in this Final Judgment on Consent, Target 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 Target from meeting any more stringent requirements that may be imposed by applicable law or by any changes in the applicable law. To the extent future statutory and regulatory changes make Target's obligations less stringent than those provided for in this Final Judgment on Consent, Target may apply to this Court on noticed motion 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 Target and its officers, managers, employees, agents, successors and assigns.

14. CONTINUING JURISDICTION

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) day period referenced above shall be shortened to five (5) days regarding any alleged violation of paragraph 5.1. of this Final Judgment on Consent. If the parties are unable to resolve their dispute after meet and confer discussions, either Party may move this Court seeking a resolution of that dispute by the Court.

15. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS

On reasonable notice, Target shall permit any duly authorized representative of the People to inspect and copy Target's records and documents to determine whether Target is in 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, defenses, exemptions, or immunities afforded to Target under applicable law, nor does it waive any of the objections or defenses to which Target would be entitled in responding to requests for documents made by subpoena or other formal legal process or discovery. This obligation shall not require Target to alter its normal document retention policies (including but not limited to policies regarding backup tapes for electronic documents); provided, however, that Target's policies must comply with Health and Safety Code Chapter 6.5 and California Code of Regulations, Title 22.

16. PAYMENT OF LITIGATION EXPENSES AND FEES

Target shall pay its own attorney fees, expert witness fees and costs and all other costs of litigation and investigation incurred to date.

17. INTERPRETATION

This Final Judgment on Consent was 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.

18. INTEGRATION

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

19. 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.

20. 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, Target shall submit a semi-annual status report to the People's representatives listed in Section 8 above. The status report shall: briefly summarize the actions that Target has taken during the previous six months in order to comply with its

obligations under this Final Judgment on Consent; disclose any notices of violation that Target has received pertaining to environmental matters in the State of California, and disclose any corrective actions taken as a result; and set forth any penalties Target has paid to any governmental agency for noncompliance with any environmental statute or regulation arising from Target's business operations in California. Each status report shall be signed under penalty of perjury that the information contained therein is true and correct.

21. TERMINATION OF FINAL JUDGMENT ON CONSENT

At any time after this Final Judgment on Consent has been in effect for five (5) years, and Target has paid any and all amounts due under the Final Judgment on Consent, Target may file a motion requesting a Court order that the permanent injunctive provisions of Paragraphs 5 and 5.1 shall have no prospective force or effect based on Target's demonstrated history of compliance with the Final Judgment on Consent. If the People agree that Target has substantially complied with the obligations set forth in the Final Judgment on Consent, the People will file a statement of non-opposition to Target's motion. If the People disagree, the People will file an opposition setting forth the People's reasoning and will recommend that the Final Judgment on Consent, including the injunctive provisions, remain in effect. Within thirty (30) days of the filing of Target's motion, the People will file either a statement of non-opposition, or an opposition, and within forty-five (45) days of the filing of Target's motion, Target may file a reply. The parties agree that the Court may grant Target's request upon determining that Target has substantially complied with the obligations set forth in the Final Judgment on Consent.

IT IS ORDERED THAT THE FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT BE ENTERED AS PROVIDED HEREIN.

Dated: March 2, 2011

STEVEN A. BRICK

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

ATTORNEY GENERAL--OFFICE COPY

EXHIBIT A - FIRST AMENDED COMPLAINT

EDMUND G. BROWN JR.
Attorney General of California
J. MATTHEW RODRIQUEZ
Chief Assistant Attorney General
KEN ALEX
Senior Assistant Attorney General
TIMOTHY R. PATTERSON, SBN 072209
Supervising Deputy Attorney General
ANN RUSHTON, SBN 062597
BRETT J. MORRIS, SBN 158408
Deputy Attorneys General
1515 Clay Street, 20th Floor
P.O. Box 70550
Oakland, CA 94612-0550
Telephone: (510) 622-2176
Fax: (510) 622-2270

Attorneys for Plaintiff
The People of the State of California

(Additional counsel on following pages)

ENDORSED
FILED
ALAMEDA COUNTY
JUL - 7 2009
CLERK OF THE SUPERIOR COURT
By: E. GRACE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, **v.** **TARGET CORPORATION, a Minnesota Corporation; and DOES 1 through 25, inclusive,** Defendants.	**Case No. RG09457686** **FIRST AMENDED COMPLAINT FOR PRELIMINARY AND PERMANENT INJUNCTION, CIVIL PENALTIES AND OTHER EQUITABLE RELIEF** (Health & Saf. Code, Div. 20, Chapters 6.5 and 6.95; Bus & Prof. Code, § 17200, *et seq.*)

THOMAS J. ORLOFF
District Attorney of Alameda County
KENNETH A. MIFSUD, SBN 144000
MICHAEL J. ROEMER, SBN 100155
Deputy District Attorneys
Consumer and Environmental Protection Division
7677 Oakport Street, Suite 650
Oakland, CA 94621-1934
Telephone: (510) 569-8816

ROBERT J. KOCHLY
District Attorney of Contra Costa County
LAUREN R. WIXSON, SBN 117178
Deputy District Attorney
900 Ward Street
P.O. Box 670
Martinez, CA 94553-0150
Telephone: (925) 957-8786

ELIZABETH A. EGAN
District Attorney of Fresno County
MICHAEL BRUMMEL, SBN 236116
Deputy District Attorney
929 L Street
Fresno, CA 93721
Telephone: (559) 488-3156

PAUL V. GALLEGOS
District Attorney of Humboldt County
MATTHEW C. MACLEAR, SBN 209228
Deputy District Attorney
825 5th Street
Eureka, CA 95501
Telephone: (707) 445-7411

RONALD CALHOUN
District Attorney of Kings County
MATTHEW C. MACLEAR, SBN 209228
Deputy District Attorney
1400 W. Lacey Boulevard
Hanford, CA 93230-5962
Telephone: (559) 582-0326

ROCKARD J. DELGADILLO
City Attorney of Los Angeles
VAUGHN G. MINASSIAN, SBN 203574
Deputy City Attorney
City Hall East
200 N. Main Street, 5th Floor
Los Angeles, CA 90012
Telephone: (213) 978-8080

STEVE COOLEY
District Attorney of Los Angeles County
DANIEL J. WRIGHT, SBN 129309
Deputy District Attorney
Consumer Protection Division
Environmental Law Section
201 N. Figueroa Street, Suite 1200
Los Angeles, CA 90012
Telephone: (213) 580-3209

LARRY D. MORSE
District Attorney of Merced County
MATTHEW C. MACLEAR, SBN 209228
Deputy District Attorney
2222 M. Street
Merced, CA 95340
Telephone: (209) 385-7381

DEAN D. FLIPPO
District Attorney of Monterey County
ANNE M. MICHAELS, SBN 136134
Managing Deputy District Attorney
DIJE NDREU, SBN 251278
Deputy District Attorney
1200 Aguajito Road, Room 301
Monterey, CA 93940
Telephone: (831) 647-7770

TONY RACKAUCKAS
District Attorney of Orange County
WILLIAM G. FALLON, SBN 190986
Deputy District Attorney
401 Civic Center Drive West
Santa Ana, CA 92701
Telephone: (714) 648-3622

ROD PACHECO
District Attorney of Riverside County
STEPHANIE WEISSMAN, SBN 155454
Supervising Deputy District Attorney
DALE C. HOY, SBN 226182
Deputy District Attorney
4075 Main Street, First Floor
Riverside, CA 92501
Telephone: (951) 955-6207

JAN SCULLY
District Attorney of Sacramento County
JANE CRUE, SBN 210122
Deputy District Attorney
Consumer & Environmental Protection Division
906 G Street, Suite 700
Sacramento, CA 95814
Telephone: (916) 874-6174

MICHAEL A. RAMOS
District Attorney of San Bernardino County
R. GLENN YABUNO, SBN 109471
Lead Deputy District Attorney
412 W. Hospitality Lane, Suite 301
San Bernardino, CA 92415-0023
Telephone: (909) 891-3330

BONNIE M. DUMANIS
District Attorney of San Diego County
KAREN I. DOTY, SBN 126448
JAMES WATERS, SBN 102489
Deputy District Attorneys
Hall of Justice
330 W. Broadway, Suite 750
San Diego, CA 92101
Telephone: (619) 685-6531

JAMES P. WILLETT
District Attorney of San Joaquin County
DAVID J. IREY, SBN 142864
Supervising Deputy District Attorney
BRENDA M. VILLALPANDO, SBN 258976
Deputy District Attorney
343 East Main Street, Suite 400
Stockton, CA 95202
Telephone: (209) 468-2400

JAMES P. FOX
District Attorney of San Mateo County
ELIZABETH M. HILL, SBN 212234
Deputy District Attorney
400 County Center, 3rd Floor
Redwood City, CA 94063
Telephone: (650) 363-4002

DOLORES A. CARR
District Attorney of Santa Clara County
KENNETH ROSENBLATT, SBN 104847
Supervising Deputy District Attorney
MATT HARRIS, SBN 136462
NAHAL IRAVANI-SANI, SBN 169372
TINA NUNES OBER, SBN 162750
Deputy District Attorneys
County Government Center, West Wing
70 W. Hedding Street
San Jose, CA 95110
Telephone: (408) 792-2572

DAVID W. PAULSON
District Attorney of Solano County
LINDSAY D. HORVATH, SBN 241273
Deputy District Attorney
Consumer and Environmental Crimes Unit
675 Texas Street, Suite 4500
Fairfield, CA 94533-6340
Telephone: (707) 784-6859

BIRGIT A. FLADAGER
District Attorney of Stanislaus County
MATTHEW C. MACLEAR, SBN 209228
Deputy District Attorney
832 12th Street, Suite 300
Modesto, CA 95354
Telephone: (209) 525-5550

GREGORY D. TOTTEN
District Attorney of Ventura County
MITCHELL F. DISNEY, SBN 138114
Senior Deputy District Attorney
Consumer and Environmental Protection Division
5720 Ralston Street, Suite 300
Ventura, CA 93003
Telephone: (805) 662-1750

JEFF W. REISIG
District Attorney of Yolo County
LARRY BARLLY, SBN 114456
Supervising Deputy District Attorney
Consumer Fraud and Environmental Protection Division
301 Second Street
Woodland, CA 95695
Telephone: (530) 666-8180

Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, based on information and belief, allege as follows:

PLAINTIFF

1. Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA ("Plaintiff"), brings this action by and through Edmund G. Brown Jr., Attorney General of the State of California ("Attorney General"), Timothy R. Patterson, Supervising Deputy Attorney General, Ann Rushton and Brett J. Morris, Deputy Attorneys General; Thomas J. Orloff, District Attorney for Alameda County, Kenneth A. Mifsud and Michael J. Roemer, Deputy District Attorneys; Robert J. Kochly, District Attorney for County of Contra Costa, Lauren R. Wixson, Deputy District Attorney; Elizabeth A. Egan, District Attorney for Fresno County, Michael Brummel, Deputy District Attorney; Paul V. Gallegos, District Attorney for County of Humboldt, Matthew C. Maclear, Deputy District Attorney; Ronald Calhoun, District Attorney for County of Kings; Matthew C. Maclear, Deputy District Attorney; Rockard J. Delgadillo, City Attorney for the City of Los Angeles, Vaughn G. Minassian, Deputy City Attorney; Steve Cooley, District Attorney for the County of Los Angeles, Daniel Wright, Deputy District Attorney; Larry D. Morse, District Attorney for County of Merced, Matthew C. Maclear, Deputy District Attorney; Dean D. Flippo, Monterey County District Attorney, Anne M. Michaels, Managing Deputy District Attorney and Dije Ndreu, Deputy District Attorney; Tony Rackauckas, District Attorney of Orange County, William G. Fallon, Deputy District Attorney; Rod Pacheco, District Attorney of Riverside County, Stephanie Weissman, Supervising Deputy District Attorney and Dale C. Hoy, Deputy District Attorney; Jan Scully, District Attorney for Sacramento County, Jane Crue, Deputy District Attorney; Michael A. Ramos, District Attorney for County of San Bernardino, R. Glenn Yabuno, Lead Deputy District Attorney; Bonnie M. Dumanis, District Attorney for San Diego County, Karen I. Doty and James Waters, Deputy District Attorneys; James P. Willett, District Attorney for the County of San Joaquin, David J. Irey, Supervising Deputy District Attorney and Brenda M. Villalpando, Deputy District Attorney; James P. Fox, District Attorney for the County of San Mateo, Elizabeth M. Hill, Deputy District Attorney; Dolores A. Carr, District Attorney for the County of Santa Clara, Kenneth Rosenblatt, Supervising Deputy District, Matt Harris, Nahal

Iravani-Sani, and Tina Nunes Ober, Deputy District Attorneys; David W. Paulson, District Attorney for the County of Solano, Lindsay D. Horvath, Deputy District Attorney; Birgit A. Fladager, District Attorney for County of Stanislaus, Matthew C. Maclear, Deputy District Attorney; Gregory Totten, District Attorney for the County of Ventura, Mitchell F. Disney, Senior Deputy District Attorney; and Jeff W. Reisig, District Attorney for Yolo County, Larry Barlly, Supervising Deputy District Attorney (collectively "Local Prosecutors").

2. Pursuant to California Health and Safety Code sections 25145.4 and 25182, the Attorney General and the Local Prosecutors may bring a civil action in the name of the People of the State of California to enjoin any violation of Chapter 6.5 of Division 20 of the California Health and Safety Code ("Chapter 6.5") and to seek civil penalties for violations of Chapter 6.5.

3. Pursuant to California Health and Safety Code sections 25516 and 25516.1, the Local Prosecutors and the Attorney General, respectively, may bring a civil action in the name of the People of the State of California to enjoin any violation of California Heath and Safety Code sections 25503.5 and 25505, inclusive, and/or sections 25508 to 25520, inclusive.

4. Pursuant to California Business and Professions Code sections 17203, 17204 and 17206, the Attorney General and the Local Prosecutors may bring a civil action in the name of the People of the State of California to enjoin any person who engages, has engaged, or proposes to engage in unfair competition, as defined in California Business and Professions Code section 17200, and for civil penalties for each act of unfair competition.

5. Plaintiff brings this action without prejudice to any other actions or claims which Plaintiff may have based upon separate, independent and unrelated violations arising out of matters or allegations that are not set forth in this Complaint.

DEFENDANTS

6. Defendant Target Corporation ("Target") is now, and at all times mentioned in this Complaint was, a Minnesota corporation which does and did business in its own capacity and/or through affiliates in the State of California at retail stores and distribution centers identified in Exhibit A, which is incorporated herein by reference (collectively referred to as "Covered Facilities"). Target handled hazardous materials and hazardous wastes at Covered Facilities

throughout California, including one or more Covered Facility in each of the counties represented by the Local Prosecutors herein.

7. Target is, and at all times relevant to the claims in this Complaint was, legally responsible for compliance with the provisions of the California Health and Safety Code, including, but not limited to, Chapters 6.5 and 6.95 of Division 20, and the corresponding implementing regulations, in connection with Target's ownership and/or operation of the Covered Facilities.

8. Target is a "person" as defined in California Health and Safety Code section 25118. Target is a "business" as defined in California Health and Safety Code section 25501, subdivision (d).

9. In this Complaint when reference is made to any act or omission of Target, such allegations shall include the acts and omissions of owners, officers, directors, agents, employees, contractors, vendors, affiliates, and/or representatives of Target while acting within the course and scope of their employment or agency on behalf of Target.

10. The identities of DOES 1-25 are unknown to Plaintiff at this time. At such time as the identities of DOE defendants become known, Plaintiff will amend this Complaint accordingly. DOES 1-25 are, and at all times relevant to the claims in this Complaint were, legally responsible for compliance with the provisions of the California Health and Safety Code, including, but not limited to, Chapters 6.5 and 6.95 of Division 20, and the corresponding implementing regulations, in connection with the ownership and/or operation of the Covered Facilities. Target and DOES 1-25 are collectively referred to herein as "Defendants."

11. At all times relevant hereto, DOES 1-10 were in a position of responsibility allowing them to influence corporate policies or activities with respect to Target's compliance with California environmental laws and regulations at the Covered Facilities, and had, by reason of their position in the corporation, responsibility and authority either to prevent in the first instance, or promptly to correct, the violations complained of herein, but failed to do so. In addition to any direct personal liability of these individuals, DOES 1-10 also are personally liable under the

/ / /

"responsible corporate officer doctrine" for violations of law committed by Target as alleged herein.

JURISDICTION AND VENUE

12. Venue is proper in this county pursuant to California Health and Safety Code sections 25183 and 25516, in that the violations alleged in this Complaint occurred in the County of Alameda and throughout the State of California. This court has jurisdiction pursuant to Article 6, section 10 of the California Constitution and section 393 of the Code of Civil Procedure.

13. Plaintiff and Target have entered into a series of agreements to toll any applicable statutes of limitation. As a result of those agreements, a total of 820 days (the "Tolling Period") will not be included in computing the time limited by any statutes of limitation applicable to the causes of action brought against Target based on claims covered by the tolling agreement. Those claims include the claims alleged in this action against Target.

STATUTORY AND REGULATORY BACKGROUND

14. The State of California has enacted a comprehensive statutory and regulatory framework governing the generation, handling, treatment, storage, transportation, and disposal of hazardous waste. This framework, contained in Chapter 6.5 of Division 20 of the Health and Safety Code section 25100 et seq. ("Chapter 6.5") and its implementing regulations, which are found at Title 22 of the California Code of Regulations section 66260.1 et seq., mandates a "cradle to grave" system known as the Hazardous Waste Control Law ("HWCL"). The HWCL system is maintained to record the generation, registration, tracking, storage, treatment, and disposal of hazardous waste and to provide for the protection of the public and the environment from the potential risks posed by hazardous waste.

15. The State of California has enacted a comprehensive statutory and regulatory framework for the notification, handling, training and spill/release reporting of hazardous materials. This framework is contained in Chapter 6.95 of the Health and Safety Code section 25500 et seq. ("Chapter 6.95") and its implementing regulations, known as the Hazardous Materials Release Response Plans and Inventory Law. In order to better inform the public and to assist emergency responders, Chapter 6.95 has, for over twenty (20) years, mandated that basic

information on the location, type, quantity, and the health risks of hazardous materials handled, used, stored, or disposed of in the State, which could be accidentally released into the environment be made available to firefighters, health officials, planners, public safety officers, health care providers, regulatory agencies and other interested persons.

ENFORCEMENT AUTHORITY UNDER THE HWCL AND CHAPTER 6.95

16. Section 25189 of the Health and Safety Code provides for civil liability for any negligent or intentional violation of the HWCL, or for any violation of any permit, rule, regulation, standard, or requirement issued or promulgated pursuant to the HWCL. Section 25189.2 of the Health and Safety Code is an alternative strict liability provision, which provides for civil liability for any violation of the HWCL, or for any violation of any permit, rule, regulation, standard, or requirement issued or promulgated pursuant to the HWCL.

17. The HWCL, pursuant to Health and Safety Code sections 25145.4, 25181 and 25184, authorizes the Court to issue an order that enjoins any ongoing or potential violation of the HWCL, or any applicable rule, regulation, permit, standard, requirement, or order issued or promulgated pursuant to the HWCL.

18. Health and Safety Code section 25184 provides that in civil actions brought pursuant to the HWCL in which an injunction or temporary restraining order is sought, it shall not be necessary to allege or prove at any stage of the proceeding that irreparable damage will occur should the temporary restraining order, preliminary injunction, or permanent injunction not be issued; or that the remedy at law is inadequate, and the temporary restraining order, preliminary injunction, or permanent injunction shall issue without such allegations and without such proof.

19. Section 25514 of the Health and Safety Code provides for civil liability for violations of Chapter 6.95.

20. Chapter 6.95, pursuant to Health and Safety Code sections 25516, 25516.1 and 25516.2, authorizes the Court to issue an order that enjoins any ongoing or potential violation of Chapter 6.95.

/ / /

/ / /

21. Health and Safety Code section 25516.2 provides that in civil actions brought pursuant to Chapter 6.95 in which an injunction or temporary restraining order is sought, it is not necessary to allege or prove at any stage of the proceeding that irreparable damage will occur should the temporary restraining order, preliminary injunction, or permanent injunction not be issued; or that the remedy at law is inadequate, and the temporary restraining order, preliminary injunction, or permanent injunction shall issue without such allegations and without such proof.

GENERAL ALLEGATIONS

22. At all times relevant hereto and continuing from and after the date of filing of this Complaint, Defendants owned and/or operated, and continue to own and/or operate, over 180 Covered Facilities throughout California, including retail stores and regional distribution centers. Defendants, and each of them, handle at the Covered Facilities enormous volumes of hazardous materials, including but not limited to, bleaches, pool chlorine and acids, pesticides, fertilizers, paints and varnishes, lamp oil and other ignitable liquids, aerosol products, oven cleaners and various other cleaning agents, automotive products and solvents, and other flammable and corrosive materials. Most of those hazardous materials are sold to the public in the ordinary course of business. However, at all times relevant hereto and continuing from and after the date of filing of this Complaint, hazardous materials handled by Defendants at the Covered Facilities were and are rendered unsalable and unusable for their intended purpose as the result of spillage, expiration of sell-by dates, contamination, damage to containers or labeling, and other causes, and must be handled and disposed of as hazardous waste in compliance with the HWCL.

23. At all times relevant to this Complaint, Defendants, and each of them, are and were responsible for the operation of the Covered Facilities in California. At all times relevant to this Complaint, Defendants, and each of them, were aware of and conducted, approved and/or controlled the hazardous materials, medical waste, and hazardous waste management activities at the Covered Facilities. At all times relevant to this Complaint, Defendants' actions and/or omissions, as part of a continuing course of conduct, are or were the legal cause of the violations alleged herein, and Defendants, and each of them, reasonably could have taken action to prevent the unlawful actions and/or omissions.

24. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant to this Complaint each of the Covered Facilities generated hazardous waste during every ninety (90) day period.

25. Examples of acts and/or omissions committed by Defendants which constitute violations of California environmental laws and regulations are listed in the subparagraphs below. These instances of violations of California law are not an exhaustive list of violations but are alleged herein by way of examples of past, ongoing and persistent violations:

a. On June 26, 2009, Defendants, at a Covered Facility in Alameda County, disposed mercury-containing light bulbs, batteries, and ignitable aerosol wastes into a trash compactor for transportation by a garbage hauler not registered to transport hazardous waste, and bound for a point not authorized to receive hazardous waste or universal waste.

b. On June 17, 2009, Defendants, at a Covered Facility in Alameda County, disposed photo processing waste and ignitable aerosol waste into a trash compactor for transportation by a garbage hauler not registered to transport hazardous waste, and bound for a point not authorized to receive hazardous waste or universal waste.

c. On May 27, 2009, Defendants, at a Covered Facility in Monterey County, disposed ignitable aerosol wastes, regulated electronic waste ("e-waste"), mercury-containing light bulbs, and other hazardous waste into a trash compactor for transportation by a garbage hauler not registered to transport hazardous waste, and bound for a point not authorized to receive hazardous waste, e-waste or other universal waste.

d. On May 21, 2009, Defendants, at a Covered Facility in Alameda County, disposed photo processing waste, ignitable aerosol wastes, canisters of propane, e-waste, mercury-containing light bulbs, corrosive liquid waste, medical waste, and other hazardous waste into a trash compactor for transportation by a garbage hauler not registered to transport hazardous waste, and bound for a point not authorized to receive hazardous waste, e-waste or other universal waste.

e. On May 14, 2009, Defendants, at a Covered Facility in Alameda County, disposed ignitable aerosol waste, e-waste, a mercury-containing light bulb and other universal

waste and hazardous waste into a trash compactor for transportation by a garbage hauler not registered to transport hazardous waste, and bound for a point not authorized to receive hazardous waste, e-waste or other universal waste.

f. On March 9, 2009, Defendants, at a Covered Facility in San Bernardino County, disposed ignitable aerosol waste and universal waste into a trash compactor for transportation by a garbage hauler not registered to transport hazardous waste, and bound for the Mid-Valley Landfill in Fontana, San Bernardino County, which is a point not authorized to receive hazardous waste or universal waste.

g. On February 25, 2009, Defendants, at a Covered Facility in Yolo County, disposed ignitable aerosol waste, other universal waste and explosive waste into a trash compactor for transportation by a garbage hauler not registered to transport hazardous waste, and bound for the Yolo County Landfill in Woodland, which is a point not authorized to receive hazardous waste or universal waste.

h. On February 4, 2009, Defendants, at a Covered Facility in Yolo County, disposed ignitable aerosol waste and other hazardous waste, into a trash compactor for transportation by a garbage hauler not registered to transport hazardous waste, and bound for the Yolo County Landfill in Woodland, which is a point not authorized to receive hazardous waste or universal waste.

i. In December 2008, a Target employee at a Covered Facility in San Joaquin County admitted to county inspectors that hazardous waste, including waste pesticides, were routinely disposed of into a trash compactor at the Covered Facility, which is a point not authorized to receive hazardous waste or universal waste.

j. On July 28, 2008, Defendants, at a covered facility in Riverside County, disposed of 20 pounds of explosive/flammable waste into a trash compactor for transportation by a garbage hauler not registered to transport hazardous waste, and bound for a Riverside County landfill in Riverside, which is a point not authorized to receive hazardous waste.

k. In January 2008, Defendants, at a Covered Facility in Los Angeles County, caused the transportation of several tons of hazardous waste, including 2,300 pounds of

flammable, toxic, or corrosive wastes and 2,250 pounds of aerosol wastes, to representatives of a regional food bank, which is a point not authorized to receive hazardous waste or universal waste.

l. In March 2002, containers of liquid pool chlorine were disposed of by a Target employee into a trash compactor at a Covered Facility in Sacramento County, which is a point not authorized to receive hazardous waste. The liquid pool chlorine reacted with other incompatible materials in the trash compactor, resulting in a release of irritating fumes that led to evacuation of the Covered Facility, an emergency response, and several individuals transported to local hospitals.

26. Plaintiff alleges that Defendants, and each of them, at all times relevant hereto and continuing from and after the date of filing of this Complaint, caused and/or performed each of the acts and/or omissions in violation of California law in the ownership and/or operation of the Covered Facilities as alleged below:

a. Delivered, or otherwise transferred custody or possession of, hazardous waste to a person or entity that was not properly licensed and registered to transport hazardous waste, in violation of California Health and Safety Code section 25163, subdivision (a)(1);

b. Transported hazardous waste without being properly licensed and registered to transport hazardous waste, in violation of California Health and Safety Code section 25163, subdivision (a)(1);

c. Disposed, or caused the disposal of, hazardous waste at a point not authorized, in violation of Health and Safety Code section 25189;

d. Stored hazardous waste onsite beyond the time permitted by law at a facility which did not have a hazardous waste storage permit from the California Department of Toxic Substances Control ("DTSC"), in violation of Title 22 of the California Code of Regulations section 66262.34, and California Health and Safety Code section 25123.3, subdivision (h);

e. Failed to obtain and keep current all required hazardous waste generator permits required by county and local ordinances;

f. Failed to comply with employee training obligations as set forth in Title 22 of the California Code of Regulations section 66265.16, pertaining to the handling of hazardous

waste, including but not limited to the requirements to maintain, for a period of three (3) years, training documentation for each employee involved in the handling of hazardous waste;

g. Treated, stored, disposed of, transported, and offered for transportation, hazardous waste without having received and used a proper identification number from the U.S. Environmental Protection Agency or DTSC for the originating facility, in violation of Title 22 of the California Code of Regulations section 66262.12, subdivision (a);

h. Failed to determine if a generated waste was a "hazardous waste" as required by Title 22 of the California Code of Regulations section 66262.11, and, where such waste was hazardous, failed to handle the hazardous waste in accordance with the requirements of Chapter 6.5 of the Health and Safety Code and its implementing regulations in Title 22 of the California Code of Regulations, including but not limited to section 66265.172 (compatible contents), and section 66265.177 (placing incompatible waste streams in the same container);

i. Failed to properly label containers of accumulated hazardous waste, in violation of Title 22 of the California Code of Regulations section 66262.34, subdivision (f);

j. Failed to keep containers of hazardous waste closed, except when removing or adding hazardous waste, in violation of Title 22 of the California Code of Regulations section 66265.173;

k. Failed to retain copies of all consolidated hazardous waste manifests for three years, in violation of Health and Safety Code section 25160.2, subdivision (b)(3), and Title 22 of the California Code of Regulations section 66262.40, subdivision (a). As used in this paragraph "manifest" means a shipping document originated and signed by a generator of hazardous waste that contains all of the information required by law and that complies with all applicable federal and state regulations, and includes but is not limited to, receipts;

l. Failed to at all times have in place a hazardous waste contingency plan and emergency procedures for each Covered Facility in the State of California, in violation of Title 22 of the California Code of Regulations sections 66265.51 through 66265.56;

m. Failed to maintain and operate the Covered Facilities so as to minimize the possibility of a fire, explosion, or any unplanned sudden or non-sudden release of hazardous

waste or hazardous waste constituents to air, soil or surface water which could threaten human health or the environment, in violation of Title 22 of the California Code of Regulations section 66265.31;

n. Failed to maintain containers holding hazardous waste at the Covered Facilities so as to prevent leaks, in violation of Title 22 of the California Code of Regulations section 66265.173;

o. Failed to conduct weekly inspections of hazardous waste storage areas at the Covered Facilities, in violation of Title 22 of the California Code of Regulations section 66264.174;

p. Failed to determine if hazardous waste had to be treated before it could be land disposed by testing the waste or using knowledge of the waste, in violation of Title 22 of the California Code of Regulations section 66268.7, subdivision (a);

q. Failed to submit to DTSC a legible copy of each manifest used within thirty (30) days of each shipment of hazardous waste off-site or into California, in violation of Title 22 of the California Code of Regulations section 66262.23, subdivision (a)(4);

r. Failed to keep a copy of each manifest signed in accordance with Title 22 of the California Code of Regulations section 66262.23, subdivision (a), for three (3) years or until the generator received a signed copy from the designated facility which received the hazardous waste, in violation of Title 22 of the California Code of Regulations section 66262.40, subdivision (a);

s. Failed to contact the transporter and/or the owner or operator of the designated facility which was to receive the hazardous waste to determine the status of the hazardous waste after the generator did not receive a copy of the manifest with the handwritten signature of the owner or operator of the designated facility within 35 days of the date the waste was accepted by the initial transporter, in violation of Title 22 of the California Code of Regulations section 66262.42;

t. Failed to submit an Exception Report to DTSC after the generator did not receive a copy of the manifest with the handwritten signature of the owner or operator of the

designated facility which was to receive the hazardous waste within forty-five (45) days of the date the waste was accepted by the initial transporter, in violation of Title 22 of the California Code of Regulations section 66262.42, subdivision (b);

u. Failed to comply with the requirements of Title 40 of the Code of Federal Regulations section 262.34, subdivisions (d) – (f), requiring generators to designate an employee at all times as the emergency coordinator and post the required information listed on Section 262.34, subdivision (d)(5)(i) - (iv), in violation of Title 22 of the California Code of Regulations section 66262.34, subdivision (d)(2);

v. Failed to properly manage, mark, and store hazardous waste aerosol cans, in violation of section 25201.16 of the California Health and Safety Code;

w. Failed to properly manage, mark store and relinquish universal waste, in violation of Title 22 of the California Code of Regulations sections 66273.31(a), 66273.8(b), 66273.13 - 66273.16 (repealer filed 2-4-2009) and sections 66273.33 – 66273.36, by improperly disposing of such waste;

x. Failed to keep a record with the information required by section 66273.39, subdivision (a)(1) – (3), of each shipment of universal waste received at the universal waste handler's facility, in violation of Title 22 of the California Code of Regulations section 66273.39;

y. Failed to implement, maintain and comply with, an employee training program meeting the requirements of Health and Safety Code section 25504, subdivisions (a) and (c), and Title 19 of the California Code of Regulations section 2732, pertaining to hazardous materials, and business and area plans;

z. Failed to implement and maintain a business emergency plan for emergency response to a release or threatened release of hazardous materials, in violation of Health and Safety Code section 25503.5;

aa. Failed to implement, maintain or to submit to the administering agency (as defined in Health and Safety Code sections 25501 and 25502), a complete hazardous materials business plan for each Covered Facility, in violation of Health and Safety Code sections 25504 and 25505 and Title 19 of the California Code of Regulations section 2729;

bb. Failed to comply with the California Medical Waste Management Act, Health and Safety Code section 117600 et seq., by improperly storing, transporting, and disposing of pharmaceutical wastes;

cc. Failed to prevent the dilution of a restricted waste, or the residual from treatment of a restricted waste, as a substitute for adequate treatment to achieve compliance with Article 3 or Article 10 of Chapter 18 of Title 22 of the California Code of Regulations, or to circumvent a land disposal prohibition imposed by 42 U.S.C. section 6924, in violation of Title 22 of the California Code of Regulations section 66268.3; and,

dd. Knowingly caused hazardous substances to be deposited into or upon the land of another, without the permission of the owner, in violation of Penal Code section 374.8.

27. Pursuant to California Code of Civil Procedure section 128.7(b)(3), Plaintiff alleges that the allegations set forth in Paragraph 26 of this Complaint are likely to have additional evidentiary support after a reasonable opportunity for further investigation or discovery.

28. Each of the acts and/or omissions pleaded in Paragraph 26 of this Complaint is part of a continuing course of conduct by Defendant Target to violate California environmental laws and regulations, such that the statutes of limitation have not yet begun to run on said acts.

FIRST CAUSE OF ACTION

(Intentional Disposal of Hazardous Waste at a Point Not Authorized;

Against all Defendants)

(Health & Safety Code § 25189, subd. (c))

29. Plaintiff realleges paragraphs 1 through 25, 26c., and 27 through 28, inclusive.

30. Health and Safety Code section 25189, subdivision (c), prohibits the intentional disposal of hazardous waste at an unauthorized point.

31. Defendants, and each of them, have intentionally disposed or caused the disposal of hazardous waste originating from the Covered Facilities at unauthorized points, in violation of California Health and Safety Code section 25189, subdivision (c), and unless enjoined by order of the Court, Defendants, and each of them, may or will continue in the course of conduct as alleged herein.

32. Each intentional disposal of hazardous waste at an unauthorized point discovered within five years of commencing this action, exclusive of any applicable tolling periods and those set forth in paragraph 13 herein, subjects Defendants, and each of them, to a separate and additional civil penalty under Health and Safety Code section 25189, subdivision (c).

33. Based on the above, Plaintiff requests injunctive relief against Defendants, and each of them, under Health and Safety Code section 25181, and civil penalties against Defendants, and each of them, under Health and Safety Code section 25189, subdivision (c) as set forth in Plaintiff's prayer for relief.

SECOND CAUSE OF ACTION

(Negligent Disposal of Hazardous Waste at a Point Not Authorized;

Against all Defendants)

(Health & Safety Code § 25189, subd. (d))

34. Plaintiff realleges paragraphs 1 though 25, 26c., and 27 through 28, inclusive.

35. Health and Safety Code section 25189, subdivision (d), prohibits the negligent disposal of hazardous waste at an unauthorized point.

36. Defendants, and each of them, have negligently disposed or caused the disposal of hazardous waste from the Covered Facilities at unauthorized points in violation of California Health and Safety Code section 25189, subdivision (d), and unless enjoined by order of the Court, Defendants, and each of them, may or will continue in the course of conduct as alleged herein.

37. Each negligent disposal of hazardous waste at an unauthorized point discovered within five years of commencing this action, exclusive of any applicable tolling periods and those set forth in paragraph 13 herein, subjects Defendants, and each of them, to a separate and additional civil penalty under Health and Safety Code section 25189, subdivision (d).

38. Based on the above, Plaintiff requests injunctive relief against Defendants, and each of them, under Health and Safety Code section 25181, and civil penalties against Defendants, and each of them, under Health and Safety Code section 25189, subdivision (d), as set forth in Plaintiff's prayer for relief.

/ / /

THIRD CAUSE OF ACTION

(Strict Liability for Disposal of Hazardous Waste at a Point Not Authorized; Against all Defendants)

(Health & Safety Code, § 25189.2, subd. (c))

39. Plaintiff realleges paragraphs 1 through 25, 26c., and 27 through 28, inclusive.

40. Health and Safety Code sections 25189.2, subdivision (c), prohibits the disposal of hazardous waste at an unauthorized point.

41. Defendants, and each of them, have disposed or caused the disposal of hazardous waste from the Covered Facilities at unauthorized points, in violation of California Health and Safety Code section 25189.2, subdivision (c), and unless enjoined by order of the Court, Defendants, and each of them, may or will continue in the course of conduct as alleged herein.

42. Each disposal of hazardous waste at an unauthorized point discovered within five years of commencing this action, exclusive of any applicable tolling periods and those set forth in paragraph 13 herein, subjects Defendants, and each of them, to a separate and additional civil penalty under Health and Safety Code section 25189.2, subdivision (c).

43. Based on the above, Plaintiff requests injunctive relief against Defendants, and each of them, under Health and Safety Code section 25181, and civil penalties against Defendants, and each of them, under Health and Safety Code section 25189.2, subdivision (c), as set forth in Plaintiff's prayer for relief.

FOURTH CAUSE OF ACTION

(Intentional Unauthorized Transportation of Hazardous Waste; Against all Defendants)

(Health & Safety Code, §§ 25163 and 25189, subd. (b); Cal. Code Regs., Tit. 22, § 66263.23)

44. Plaintiff realleges paragraphs 1 through 25, 26a., 26b., and 27 through 28, inclusive.

45. Chapter 6.5 of the Health and Safety Code prohibits the unauthorized transportation of hazardous waste. Section 25163 prohibits the transportation of hazardous waste without a valid registration from DTSC. Title 22 of the California Code of Regulations section 66263.23,

subdivision (b), prohibits the transportation of hazardous waste to a location not permitted or otherwise authorized by DTSC to receive the waste.

46. Defendants, and each of them, intentionally engaged in the transportation of hazardous waste without a valid registration from DTSC from the Covered Facilities to unauthorized locations, in violation of Health and Safety Code section 25163 and Title 22 of the California Code of Regulations section 66263.23, and unless enjoined by order of the Court, Defendants, and each of them, may or will continue in the course of conduct as alleged herein.

47. Each act of unauthorized transportation discovered within five years of commencing this action, exclusive of any applicable tolling periods and those set forth in paragraph 13 herein, subjects Defendants, and each of them, to a separate and additional civil penalty under Health and Safety Code section 25189, subdivision (b), for each intentional violation of Health and Safety Code section 25163 and Title 22 of the California Code of Regulations section 66263.23.

48. Based on the above, Plaintiff requests injunctive relief against Defendants, and each of them, under Health and Safety Code section 25181, and civil penalties against Defendants, and each of them, under Health and Safety Code section 25189, subdivision (b), for each intentional violation of Health and Safety Code section 25163 and Title 22 of the California Code of Regulations section 66263.23, as set forth in Plaintiff's prayer for relief.

FIFTH CAUSE OF ACTION

(Negligent Unauthorized Transportation of Hazardous Waste;

Against all Defendants)

(Health & Safety Code, §§ 25163 and 25189, subd. (b);

Cal. Code Regs., Tit. 22, § 66263.23)

49. Plaintiff realleges paragraphs 1 through 25, 26a., 26b., and 27 through 28, inclusive.

50. Chapter 6.5 of the Health and Safety Code prohibits the unauthorized transportation of hazardous waste. Section 25163 prohibits the transportation of hazardous waste without a valid registration from DTSC. Title 22 of the California Code of Regulations section 66263.23, subdivision (b), prohibits the transportation of hazardous waste to a location not permitted or otherwise authorized by DTSC to receive the waste.

51. Defendants, and each of them, have negligently engaged in the transportation of hazardous waste without a valid registration from DTSC, from the Covered Facilities to unauthorized locations, in violation of Health and Safety Code section 25163 and Title 22 of the California Code of Regulations section 66263.23, and unless enjoined by order of the Court, Defendants, and each of them, may or will continue in the course of conduct as alleged herein.

52. Each act of unauthorized transportation discovered within five years of commencing this action, exclusive of any applicable tolling periods and those set forth in paragraph 13 herein, subjects Defendants, and each of them, to a separate and additional civil penalty under Health and Safety Code section 25189, subdivision (b), for each negligent violation of Health and Safety Code section 25163 and Title 22 of the California Code of Regulations section 66263.23.

53. Based on the above, Plaintiff requests injunctive relief against Defendants, and each of them, under Health and Safety Code section 25181, and civil penalties against Defendants, and each of them, under Health and Safety Code section 25189, subdivision (b), for each negligent violation of Health and Safety Code section 25163 and Title 22 of the California Code of Regulations section 66263.23, as set forth in Plaintiff's prayer for relief.

SIXTH CAUSE OF ACTION

(Strict Liability for Unauthorized Transportation of Hazardous Waste; Against all Defendants)

(Health & Safety Code, §§ 25163 and 25189.2, subd. (b); Cal. Code Regs., Tit. 22, § 66263.23)

54. Plaintiff realleges paragraphs 1 through 25, 26a., 26b., and 27 through 28, inclusive.

55. Chapter 6.5 of the Health and Safety Code prohibits the unauthorized transportation of hazardous waste. Section 25163 prohibits the transportation of hazardous waste without a valid registration from DTSC. Title 22 of the California Code of Regulations section 66263.23, subdivision (b), prohibits the transportation of hazardous waste to a location not permitted or otherwise authorized by DTSC to receive the waste.

56. Defendants, and each of them, have engaged in the transportation of hazardous waste without a valid registration from DTSC from the Covered Facilities to unauthorized locations, in

violation of Health and Safety Code section 25163 and Title 22 of the California Code of Regulations section 66263.23, and unless enjoined by order of the Court, Defendants, and each of them, may or will continue in the course of conduct as alleged herein.

57. Each act of unauthorized transportation discovered within five years of commencing this action, exclusive of any applicable tolling periods and those set forth in paragraph 13 herein, subjects Defendants, and each of them, to a separate and additional civil penalty under Health and Safety Code section 25189, subdivision (b), for each intentional violation of Health and Safety Code section 25163 and Title 22 of the California Code of Regulations section 66263.23.

58. Based on the above, Plaintiff requests injunctive relief against Defendants, and each of them, under Health and Safety Code section 25181, and civil penalties against Defendants, and each of them, under Health and Safety Code section 25189.2, subdivision (b), for each strict liability violation of Health and Safety Code section 25163 and Title 22 of the California Code of Regulations section 66263.23, as set forth in Plaintiff's prayer for relief.

SEVENTH CAUSE OF ACTION

(Intentional Violations of Hazardous Waste Control Laws for Hazardous Waste Handling, Training and Storage Requirements; Against all Defendants)

(Health & Safety Code, §§ 25100, et seq., and 25189, subd. (b); Cal. Code Regs., Tit. 22, § 66260.1, *et seq.*)

59. Plaintiff realleges Paragraphs 1 through 25, 26d. through 26x., and 27 through 28, inclusive.

60. Defendants, and each of them, have intentionally violated, and continue to violate, the hazardous waste handling, training and storage requirements of Chapter 6.5 of Division 20 of the Health and Safety Code section 25100 et seq., and its implementing regulations at Title 22 of the California Code of Regulations section 66260.1 et seq., at the Covered Facilities, and unless enjoined by order of the Court, Defendants, and each of them, may or will continue in the course of conduct as alleged herein.

/ / /

61. Each intentional violation by Defendants, and each of them, of the hazardous waste handling, training, and storage requirements discovered within the five years of commencing this action, exclusive of any applicable tolling periods and those set forth in paragraph 13 herein, subjects Defendants, and each of them, to a separate and additional civil penalty under Health and Safety Code section 25189, subdivision (b).

62. Based on the above, Plaintiff requests injunctive relief against Defendants, and each of them, under Health and Safety Code section 25181, and civil penalties against Defendants, and each of them, under Health and Safety Code section 25189, subdivision (b), for each intentional violation of the hazardous waste handling, training and storage requirements of Chapter 6.5 of Division 20 of the Health and Safety Code section 25100 et seq., and its implementing regulations at Title 22 of the California Code of Regulations section 66260.1 et seq., at the Covered Facilities, as set forth in Plaintiff's prayer for relief.

EIGHTH CAUSE OF ACTION

(Negligent Violations of Hazardous Waste Control Laws for Hazardous Waste Handling, Training and Storage Requirements; Against all Defendants)

(Health & Safety Code, §§ 25100, et seq., and 25189, subd. (b); Cal. Code Regs., Tit. 22, § 66260.1, *et seq.*)

63. Plaintiff realleges Paragraphs 1 through 25, 26d. through 26x., and 27 through 28, inclusive.

64. Defendants, and each of them, have negligently violated and continue to violate the hazardous waste handling, training and storage requirements of Chapter 6.5 of Division 20 of the Health and Safety Code section 25100 et seq., and its implementing regulations at Title 22 of the California Code of Regulations section 66260.1 et seq., at the Covered Facilities, and unless enjoined by order of the Court, Defendants, and each of them, may or will continue in the course of conduct as alleged herein.

65. Each negligent violation by Defendants, and each of them, of the hazardous waste handling, training, and storage requirements discovered within the five years of commencing this

action, exclusive of any applicable tolling periods and those set forth in paragraph 13 herein, subjects Defendants, and each of them, to a separate and additional civil penalty under Health & Safety Code section 25189, subdivision (b).

66. Based on the above, Plaintiff requests injunctive relief against Defendants, and each of them, under Health & Safety Code section 25181, and civil penalties against Defendants, and each of them, under Health and Safety Code section 25189, subdivision (b), for each negligent violation of the hazardous waste handling, training and storage requirements of Chapter 6.5 of Division 20 of the Health and Safety Code section 25100 et seq., and its implementing regulations at Title 22 of the California Code of Regulations section 66260.1 et seq., at the Covered Facilities, as set forth in Plaintiff's prayer for relief.

NINTH CAUSE OF ACTION

(Strict Liability for Violations of Hazardous Waste Control Laws for Hazardous Waste Handling, Training and Storage Requirements; Against all Defendants)

(Health & Safety Code, §§ 25100, et seq., and 25189.2, subd. (b); Cal. Code Regs., Tit. 22, § 66260.1, *et seq.*)

67. Plaintiff realleges Paragraphs 1 through 25, 26d. through 26x., and 27 through 28, inclusive.

68. Defendants, and each of them, have violated and continue to violate the hazardous waste handling, training and storage requirements of Chapter 6.5 of Division 20 of the Health and Safety Code section 25100 et seq., and its implementing regulations at Title 22 of the California Code of Regulations section 66260.1 et seq., at the Covered Facilities, and unless enjoined by order of the Court, Defendants, and each of them, may or will continue in the course of conduct as alleged herein.

69. Each violation by Defendants, and each of them, of the hazardous waste handling, training, and storage requirements discovered within the five years of commencing this action, exclusive of any applicable tolling periods and those set forth in paragraph 13 herein, subjects

/ / /

Defendants, and each of them, to a separate and additional civil penalty under Health and Safety Code section 25189.2, subdivision (b).

70. Based on the above, Plaintiff requests injunctive relief against Defendants, and each of them, under Health and Safety Code section 25181, and civil penalties against Defendants, and each of them, under Health and Safety Code section 25189.2, subdivision (b), for each violation of the hazardous waste handling, training and storage requirements of Chapter 6.5 of Division 20 of the Health and Safety Code section 25100 et seq., and its implementing regulations at Title 22 of the California Code of Regulations section 66260.1 et seq., at the Covered Facilities, as set forth in Plaintiff's prayer for relief.

TENTH CAUSE OF ACTION

(Violations of Hazardous Materials Release Response Plans and Inventory Laws; Against all Defendants)

(Health & Safety Code, §§ 25503.5, 25504, 25505 and 25514; Cal. Code Regs., Tit. 19, § 2729)

71. Plaintiff realleges Paragraphs 1 through 25, 26y. through 26aa., and 27 through 28, inclusive.

72. Defendants, and each of them, failed to maintain the required hazardous materials response plans and inventories required for the Covered Facilities pursuant to Chapter 6.95, Division 20, of the Health and Safety Code, and unless enjoined by order of the Court, Defendants, and each of them, may or will continue in the course of conduct as alleged herein.

73. Each violation by Defendants, and each of them, of California Health and Safety Code sections 25503.5, 25504, 25505, and Title 19 of the California Code of Regulations section 2729, discovered within one year of commencing this action, exclusive of any applicable tolling periods and those set forth in paragraph 13 herein, subjects Defendants, and each of them, to a separate and additional civil penalty under Health and Safety Code section 25514.5, subdivision (a), for each violation of Chapter 6.95.

74. Based on the above, Plaintiff requests injunctive relief against Defendants, and each of them, under Health and Safety Code sections 25116 and 25516.2, and civil penalties against

Defendants, and each of them, under Health and Safety Code section 25514, subdivision (a), for each violation of the required hazardous materials response plans and inventories and training and updating requirements of Chapter 6.95 of Division 20 of the Health and Safety Code section 25500 et seq., and its implementing regulations, at the Covered Facilities, as set forth in Plaintiff's prayer for relief.

ELEVENTH CAUSE OF ACTION

(Knowing Violations of Hazardous Materials Release Response Plans and Inventory Laws; Against all Defendants)

(Health & Safety Code, §§ 25503.5, 25504, 25505 and 25514; Cal. Code Regs., Tit. 19, § 2729)

75. Plaintiff realleges Paragraphs 1 through 25, 26y. through 26aa., and 27 through 28, inclusive.

76. Defendants, and each of them, knowingly failed to maintain the required hazardous materials response plans and inventories required for the Covered Facilities pursuant to Chapter 6.95, Division 20, of the Health and Safety Code, and unless enjoined by order of the Court, Defendants, and each of them, may or will continue in the course of conduct as alleged herein.

77. Each knowing violation by Defendants, and each of them, of California Health and Safety Code sections 25503.5, 25504, 25505, and Title 19 of the California Code of Regulations section 2729, discovered within one year of commencing this action, exclusive of any applicable tolling periods and those set forth in paragraph 13 herein, subjects Defendants, and each of them, to a separate and additional civil penalty under Health and Safety Code section 25514.5(b) for each violation of Chapter 6.95.

78. Based on the above, Plaintiff requests injunctive relief against Defendants, and each of them, under Health and Safety Code sections 25116 and 25516.2, and civil penalties against Defendants, and each of them, under Health and Safety Code section 25514, subdivision (b), for each violation of the required hazardous materials response plans and inventories and training and updating requirements of Chapter 6.95 of Division 20 of the Health and Safety Code section

/ / /

25500 et seq., and its implementing regulations, at the Covered Facilities, as set forth in Plaintiff's prayer for relief.

TWELFTH CAUSE OF ACTION

(Violations of Unfair Competition Laws; Against all Defendants

Bus. & Prof. Code §§ 17200 - 17208)

79. Plaintiff realleges paragraphs 1 through 78, inclusive.

80. Within four (4) years of commencing this action, exclusive of any applicable tolling periods and those set forth in paragraph 13 herein, Defendants, and each of them, have engaged in, and continue to engage in, unlawful acts, omissions, and practices that constitute unfair competition within the meaning of Business and Professions Code sections 17200 through 17208, including but not limited to, the acts or omissions and practices alleged in paragraphs 25, 26 and in the First through Eleventh Causes of Action, above. Unless enjoined by order of the Court, Defendants, and each of them, may or will continue in the course of conduct as alleged herein.

81. Each and every separate act constitutes an unlawful and/or unfair business practice. Each day that Defendants, and each of them, engaged in each separate unlawful act, omission or practice is a separate and distinct violation of Business and Professions Code section 17200.

82. Pursuant to Business and Professions Code section 17206, Defendants, and each of them, are liable for civil penalties for each and every separate act of unfair competition as alleged herein.

83. Defendants, and each of them, must be immediately and permanently enjoined, pursuant to Business and Professions Code section 17203, from engaging in acts or practices that, as alleged in this Complaint, violate Chapter 6.5 and/or 6.95 of Division 20 of the Health and Safety Code and their implementing regulations, Health and Safety Code section 117600 et seq., and county and local ordinances pertaining to hazardous waste generator permits, which thereby constitute unfair competition within the meaning of Business and Professions Code section 17200.

/ / /

/ / /

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief as to each Defendant:

1. A preliminary and permanent injunction requiring Defendants, and each of them, to comply with those provisions of Health and Safety Code, Division 20, Chapter 6.5 and implementing regulations, which Defendants, and each of them, are alleged to have violated;

2. A preliminary and permanent injunction requiring Defendants, and each of them, to comply with those provisions of Health and Safety Code, Division 20, Chapter 6.95 and implementing regulations, which Defendants, and each of them, are alleged to have violated;

3. A preliminary and permanent injunction, issued pursuant to Business and Professions Code section 17203, prohibiting Defendants, and each of them, from engaging in activity that violates the provisions of Chapter 6.5 and/or 6.95 of Division 20 of the Health and Safety Code, Health and Safety Code section 117600 et seq., and county and local ordinances pertaining to hazardous waste generator permits, as alleged in this Complaint, which thereby constitute unfair competition within the meaning of Business and Professions Code section 17200;

4. Civil penalties against Defendants, and each of them, pursuant to Health and Safety Code section 25189, subdivisions (b), (c) and (d), in an amount according to proof.

5. Civil penalties against Defendants, and each of them, pursuant to section Health and Safety Code 25189.2, subdivision (b), in an amount according to proof;

6. Civil penalties against Defendants, and each of them, pursuant to Health and Safety Code section 25514, subdivision (a), in an amount according to proof;

7. Civil penalties against Defendants, and each of them, pursuant to Health and Safety Code section 25514, subdivision (b), in an amount according to proof;

8. Civil penalties against Defendants, and each of them, pursuant to Business and Professions Code section 17206 for each act of unfair competition engaged in by Defendants, and each of them, in an amount according to proof;

9. Plaintiff's costs of inspection, investigation, attorneys' fees, enforcement, prosecution, and suit herein, including but not limited to such costs as are authorized for reimbursement pursuant to Code of Civil Procedure section 1021.8; and,

10. Such other and further relief as the Court deems just and proper.

Dated: July 7, 2009

Respectfully Submitted,

EDMUND G. BROWN JR.
Attorney General of California

BRETT J. MORRIS
Deputy Attorney General
Attorneys for Plaintiff

EXHIBIT B

EXHIBIT B - COVERED FACILITIES

STORE/DC #	COUNTY	CITY	CATEGORY	STREET ADDRESS
T-0181	Ventura	Oxnard	TARGET STORE	2505 Vineyard Avenue
T-0182	Los Angeles	Northridge	TARGET STORE	8999 Balboa Blvd.
T-0183	Los Angeles	Pacoima	TARGET STORE	9725 Laurel Canyon Blvd.
T-0184	Los Angeles	Alhambra	TARGET STORE	2120 West Main Street
T-0185	Los Angeles	Covina	TARGET STORE	1151 North Azusa Avenue
T-0186	San Bernardino	Ontario	TARGET STORE	1333 North Mountain Avenue
T-0187	San Bernardino	San Bernardino	TARGET STORE	1055 West 21st Street
T-0188	San Bernardino	San Bernardino	TARGET STORE	499 Orange Show Road
T-0189	Los Angeles	Commerce	TARGET STORE	5600 East Whittier Blvd.
T-0190	Los Angeles	South Gate	TARGET STORE	5700 Firestone Blvd.
T-0191	Orange	Anaheim	TARGET STORE	1881 West Lincoln Avenue
T-0192	Orange	Garden Grove	TARGET STORE	12100 Harbor Blvd.
T-0193	Orange	Garden Grove	TARGET STORE	13831 Brookhurst Street
T-0194	Orange	Huntington Beach	TARGET STORE	9882 Adams Avenue
T-0195	Los Angeles	Long Beach	TARGET STORE	2270 N. Bellflower Blvd.
T-0196	Los Angeles	Long Beach	TARGET STORE	3705 East South Street
T-0197	Los Angeles	Long Beach	TARGET STORE	4550 Atlantic Avenue
T-0198	Los Angeles	Culver City	TARGET STORE	10820 Jefferson Blvd.
T-0199	Los Angeles	Manhattan Beach	TARGET STORE	1200 North Sepulveda Blvd.
T-0200	Los Angeles	Torrance	TARGET STORE	3433 Sepulveda Blvd.
T-0201	San Diego	San Diego	TARGET STORE	3245 Sports Arena Blvd.
T-0202	San Diego	San Diego	TARGET STORE	5454 Balboa Avenue
T-0203	San Diego	Chula Vista	TARGET STORE	1240 Broadway
T-0204	San Diego	Chula Vista	TARGET STORE	40 North 4th Avenue
T-0205	San Diego	San Diego	TARGET STORE	8001 Othello Avenue
T-0206	San Diego	San Diego	TARGET STORE	6611 University Avenue
T-0207	San Diego	La Mesa	TARGET STORE	8800 Grossmont Blvd.
T-0208	San Diego	El Cajon	TARGET STORE	345 North Magnolia
T-0212	Riverside	Riverside	TARGET STORE	3520 Tyler Avenue
T-0222	Los Angeles	Rowland Heights	TARGET STORE	17751 Colima Road
T-0226	Los Angeles	La Verne	TARGET STORE	2462 Foothill Blvd.
T-0227	Los Angeles	Santa Fe Springs	TARGET STORE	10621 Carmenita Road
T-0228	Los Angeles	West Hills	TARGET STORE	6635 Fallbrook Avenue
T-0229	Orange	Cypress	TARGET STORE	6835 Katella Avenue
T-0230	Orange	Orange	TARGET STORE	2191 North Tustin Street
T-0245	Los Angeles	Lancaster	TARGET STORE	43525 North 10th Street
T-0246	Ventura	Simi Valley	TARGET STORE	2907 Cochran Street
T-0247	Riverside	Moreno Valley	TARGET STORE	25211 Sunnymead Blvd.
T-0248	Orange	La Habra	TARGET STORE	1000 East Imperial Hwy.
T-0249	Orange	Westminster	TARGET STORE	16400 Beach Blvd.
T-0250	Orange	Santa Ana	TARGET STORE	3300 S. Bristol Street
T-0257	Los Angeles	Valencia	TARGET STORE	24425 W Magic Mountain Pkwy.
T-0258	San Bernardino	Chino	TARGET STORE	555 Philadelphia Street
T-0259	Orange	Aliso Viejo	TARGET STORE	26932 La Paz Road
T-0267	Placer	Roseville	TARGET STORE	1925 Douglas Blvd.
T-0268	Sacramento	Rancho Cordova	TARGET STORE	10881 Olson Drive
T-0269	Sacramento	Sacramento	TARGET STORE	6051 Mack Road
T-0273	Stanislaus	Modesto	TARGET STORE	3405 McHenry Avenue
T-0274	San Diego	Escondido	TARGET STORE	1280 Auto Parkway South
T-0275	Fresno	Fresno	TARGET STORE	3150 West Shaw Avenue
T-0276	San Bernardino	Victorville	TARGET STORE	15321 Palmdale Road
T-0277	Yolo	Woodland	TARGET STORE	1280 East Gibson Road

EXHIBIT B - COVERED FACILITIES

STORE/DC #	COUNTY	CITY	CATEGORY	STREET ADDRESS
T-0285	Los Angeles	San Gabriel	TARGET STORE	1635 South San Gabriel
T-0286	Orange	Santa Ana	TARGET STORE	1330 East 17th Street
T-0287	Los Angeles	Granada Hills	TARGET STORE	17055 San Fernando Mission Blvd.
T-0288	Los Angeles	Woodland Hills	TARGET STORE	20801 Ventura Blvd.
T-0289	Los Angeles	Cerritos	TARGET STORE	20200 Bloomfield Avenue
T-0290	Los Angeles	Gardena	TARGET STORE	2169 Redondo Beach Blvd.
T-0291	Riverside	Riverside	TARGET STORE	3333 Arlington Avenue
T-0292	Los Angeles	Long Beach	TARGET STORE	950 East 33rd Street
T-0293	Orange	Fullerton	TARGET STORE	2920 Yorba Linda Blvd.
T-0294	Los Angeles	North Hollywood	TARGET STORE	11051 Victory Blvd.
T-0295	Los Angeles	Carson	TARGET STORE	651 West Sepulveda
T-0296	San Diego	Poway	TARGET STORE	14823 Pomerado Road
T-0297	San Bernardino	San Bernardino	TARGET STORE	2380 North Sterling Avenue
T-0298	Ventura	Ventura	TARGET STORE	4200 East Main Street
T-0299	Los Angeles	Northridge	TARGET STORE	8840 Corbin Avenue
T-0300	Orange	Mission Viejo	TARGET STORE	24500 Alicia Parkway
T-0301	San Bernardino	Rancho Cucamonga	TARGET STORE	10576 Foothill Blvd.
T-0302	Los Angeles	Duarte	TARGET STORE	1050 Huntington Drive
T-0303	San Diego	Oceanside	TARGET STORE	2255 El Camino Real
T-0304	San Diego	El Cajon	TARGET STORE	250 Broadway
T-0305	San Diego	San Diego	TARGET STORE	8251 Mira Mesa Blvd.
T-0306	San Diego	Encinitas	TARGET STORE	201 El Camino Real South
T-0307	Riverside	Cathedral City	TARGET STORE	67750 E Palm Canyon Dr.
T-0308	Riverside	Indio	TARGET STORE	44199 Monroe Street
T-0309	Santa Barbara	Santa Maria	TARGET STORE	223 E. Betteravia Road
T-0310	Sacramento	Sacramento	TARGET STORE	2505 Riverside Blvd.
T-0311	Sacramento	Sacramento	TARGET STORE	5001 Madison Avenue
T-0312	Sacramento	Sacramento	TARGET STORE	1919 Fulton Avenue
T-0313	San Joaquin	Stockton	TARGET STORE	4707 Pacific Avenue
T-0314	Fresno	Fresno	TARGET STORE	3173 East Shields Avenue
T-0315	Tulare	Visalia	TARGET STORE	3434 South Mooney Blvd.
T-0316	Kern	Bakersfield	TARGET STORE	1300 Wible Road
T-0317	Butte	Chico	TARGET STORE	1951 East 20th Street
T-0318	Sutter	Yuba City	TARGET STORE	1153 Butte House Road
T-0320	San Mateo	Colma	TARGET STORE	5001 Junipero Serra Blvd.
T-0321	San Mateo	Redwood City	TARGET STORE	2485 El Camino Real
T-0322	Santa Clara	Mountain View	TARGET STORE	555 Showers Drive
T-0323	Santa Clara	Cupertino	TARGET STORE	20745 Stevens Creek Blvd.
T-0324	Santa Clara	San Jose	TARGET STORE	1811 Hillsdale Avenue
T-0325	Santa Clara	San Jose	TARGET STORE	3155 Silver Creek Road
T-0326	Alameda	Fremont	TARGET STORE	5000 Mowry Avenue
T-0327	Alameda	San Leandro	TARGET STORE	15555 Hesperian Blvd.
T-0328	Alameda	Dublin	TARGET STORE	7200 Amador Plaza Road
T-0329	Contra Costa	Walnut Creek	TARGET STORE	1871 North Main Street
T-0330	Contra Costa	Pleasant Hill	TARGET STORE	560 Contra Costa Blvd.
T-0331	Solano	Vallejo	TARGET STORE	904 Admiral Callaghan Ln.
T-0332	Contra Costa	Pittsburg	TARGET STORE	4301 Century Blvd.
T-0336	Orange	Irvine	TARGET STORE	3750 Barranca Parkway
T-0358	Fresno	Clovis	TARGET STORE	900 Shaw Avenue
T-0359	Riverside	Temecula	TARGET STORE	29676 Rancho California Rd.
T-0553	San Bernardino	Fontana	DISTRIBUTION CENTER	14750 Miller Avenue
T-0555	Yolo	Woodland	DISTRIBUTION CENTER	2050 East Beamer Street

EXHIBIT B - COVERED FACILITIES

STORE/DC #	COUNTY	CITY	CATEGORY	STREET ADDRESS
T-0572	Los Angeles	Commerce	DISTRIBUTION CENTER	5884 East Slauson Avenue
T-0593	Kern	Shafter	DISTRIBUTION CENTER	3880 Zachary Avenue
T-0595	San Bernardino	Ontario	DISTRIBUTION CENTER	1505 S Haven Avenue
T-0597	San Bernardino	Rancho Cucamonga	TARGET STORE	9080 Foothill Blvd.
T-0614	Kern	Bakersfield	TARGET STORE	3401 Mall View Road
T-0615	Shasta	Redding	TARGET STORE	1280 Dana Drive
T-0626	Santa Clara	San Jose	TARGET STORE	2155 Morrill Avenue
T-0640	Santa Clara	Morgan Hill	TARGET STORE	170 Cochrane Plaza
T-0641	Merced	Merced	TARGET STORE	3280 R Street
T-0660	San Bernardino	Fontana	TARGET STORE	16964 Slover Avenue
T-0675	Solano	Fairfield	TARGET STORE	2059 Cadenasso Drive
T-0676	Monterey	Salinas	TARGET STORE	1640 North Main Street
T-0677	Orange	Anaheim	TARGET STORE	8148 East Santa Ana Canyon Rd.
T-0678	Riverside	Menifee	TARGET STORE	30251 Antelope Road
T-0685	Los Angeles	Palmdale	TARGET STORE	39440 10th Street West
T-0692	Marin	Novato	TARGET STORE	200 Vintage Way
T-0697	Contra Costa	El Cerrito	TARGET STORE	11450 San Pablo Avenue
T-0698	Tulare	Porterville	TARGET STORE	1363 West Henderson Avenue
T-0736	Riverside	Norco	TARGET STORE	1290 Hamner Avenue
T-0737	Contra Costa	Pinole	TARGET STORE	1400 Fitzgerald Road
T-0738	San Joaquin	Tracy	TARGET STORE	2800 Naglee Road
T-0761	Riverside	Hemet	TARGET STORE	3527 W. Florida Avenue
T-0767	Los Angeles	San Dimas	TARGET STORE	888 W. Arrow Highway
T-0827	Solano	Vacaville	TARGET STORE	3000 Harbison Drive
T-0828	Alameda	Livermore	TARGET STORE	4300 Las Positas Rd.
T-0852	Sonoma	Rohnert Park	TARGET STORE	475 Rohnert Prk Expy W
T-0853	San Joaquin	Lodi	TARGET STORE	2355 W Kettleman Ln.
T-0883	Los Angeles	Pasadena	TARGET STORE	777 E Colorado Blvd.
T-0911	Fresno	Fresno	TARGET STORE	7600 N. Blackstone Avenue
T-0912	San Bernardino	Chino	TARGET STORE	3944 Grand Avenue
T-0913	Orange	Foothill Ranch	TARGET STORE	26762 Portola Parkway
T-0914	Orange	Rancho Santa Margarita	TARGET STORE	30602 Santa Margarita Pkwy.
T-0937	Sonoma	Santa Rosa	TARGET STORE	1980 Santa Rosa Avenue
T-0938	Stanislaus	Modesto	TARGET STORE	3900 Sisk Road
T-0939	San Bernardino	Apple Valley	TARGET STORE	19201 Bear Valley Road
T-0940	Riverside	Palm Desert	TARGET STORE	72549 Highway 111
T-0941	San Benito	Hollister	TARGET STORE	1790 Airline Highway
T-0949	Contra Costa	San Ramon	TARGET STORE	2610 Bishop Drive
T-0997	San Diego	La Mesa	TARGET STORE	5500 Grossmont Center Drive
T-1025	Sacramento	Elk Grove	TARGET STORE	7505 Laguna Blvd.
T-1026	Napa	Napa	TARGET STORE	205 Soscol Avenue
T-1027	Ventura	Camarillo	TARGET STORE	209 W. Ventura Blvd.
T-1028	Los Angeles	West Covina	TARGET STORE	2831 Eastland Ctr Drive
T-1029	San Diego	Encinitas	TARGET STORE	1010 N. El Camino Real
T-1033	Los Angeles	Baldwin Park	TARGET STORE	3100 Baldwin Park Blvd.
T-1040	San Diego	Vista	TARGET STORE	1751 University Drive
T-1054	San Mateo	San Bruno	TARGET STORE	1150 El Camino Real
T-1062	Monterey	Sand City	TARGET STORE	2040 California Avenue
T-1097	Placer	Auburn	TARGET STORE	2700 Bell Road
T-1098	Sacramento	Folsom	TARGET STORE	430 Blue Ravine Road
T-1100	Ventura	Thousand Oaks	TARGET STORE	2705 Teller Road
T-1119	Alameda	Newark	TARGET STORE	400 Newpark Mall

EXHIBIT B - COVERED FACILITIES

STORE/DC #	COUNTY	CITY	CATEGORY	STREET ADDRESS
T-1120	San Luis Obispo	Paso Robles	TARGET STORE	2305 Theatre Drive
T-1121	Sacramento	Citrus Heights	TARGET STORE	5837 Sunrise Blvd.
T-1122	San Mateo	San Mateo	TARGET STORE	2220 Bridgepointe Pkwy.
T-1140	San Diego	El Cajon	TARGET STORE	2911 Jamacha Road
T-1143	Santa Cruz	Watsonville	TARGET STORE	1415 Main Street
T-1208	Contra Costa	Walnut Creek	TARGET STORE	1871 N Main Street
T-1238	Orange	Irvine	TARGET STORE	13200 Jamboree Road
T-1283	Riverside	Murrieta	TARGET STORE	40140 California Oaks Road
T-1293	Orange	Costa Mesa	TARGET STORE	3030 Harbor Blvd.
T-1304	Stanislaus	Turlock	TARGET STORE	3000 Countryside Dr.
T-1305	Los Angeles	Cerritos	TARGET STORE	11525 E South Street
T-1306	Los Angeles	Los Angeles	TARGET STORE	3535 S La Cienega Blvd.
T-1307	Los Angeles	Los Angeles	TARGET STORE	5711 Sepulveda Blvd.
T-1309	Los Angeles	Van Nuys	TARGET STORE	14920 Raymer Street
T-1328	Los Angeles	Seal Beach	TARGET STORE	12300 Seal Beach Blvd.
T-1329	Los Angeles	Inglewood	TARGET STORE	3471 W Century Blvd.
T-1332	Los Angeles	Pasadena	TARGET STORE	3121 Colorado Blvd.
T-1340	Los Angeles	Norwalk	TARGET STORE	10620 Firestone Blvd.
T-1362	Los Angeles	Burbank	TARGET STORE	1800 Empire Avenue
T-1383	Orange	Fullerton	TARGET STORE	18930 Malvern Avenue
T-1384	Kern	Bakersfield	TARGET STORE	9100 Rosedale Hwy.
T-1407	San Mateo	Daly City	TARGET STORE	133 Serramonte Center
T-1408	Los Angeles	Eagle Rock	TARGET STORE	2700 W. Colorado Blvd.
T-1409	Los Angeles	Lakewood	TARGET STORE	141 Lakewood Center Mall
T-1410	San Diego	San Diego	TARGET STORE	1288 Camino Del Rio N
T-1411	Los Angeles	Rosemead	TARGET STORE	3600 Rosemead Blvd.
T-1412	Santa Clara	Sunnyvale	TARGET STORE	211 West Iowa Street
T-1417	Fresno	Fresno	TARGET STORE	5740 North Blackstone Avenue
T-1418	Orange	Fullerton	TARGET STORE	200 W Orangethorpe Avenue
T-1421	Humboldt	Eureka	TARGET STORE	2525 4th Street
T-1422	Alameda	Fremont	TARGET STORE	39201 Fremont Blvd.
T-1423	San Bernardino	Montclair	TARGET STORE	9052 Central Avenue
T-1424	Los Angeles	Norwalk	TARGET STORE	12051 Imperial Hwy.
T-1425	Los Angeles	Pico Rivera	TARGET STORE	8800 Whittier Road
T-1426	Santa Clara	San Jose	TARGET STORE	450 N Capitol Avenue
T-1427	Santa Clara	San Jose	TARGET STORE	1600 Saratoga Avenue
T-1428	Alameda	San Leandro	TARGET STORE	15555 E 14th Street
T-1438	Napa	Napa	TARGET STORE	4000 Bel Aire Plaza
T-1472	Alameda	Hayward	TARGET STORE	2499 Whipple Road
T-1485	San Diego	Santee	TARGET STORE	9846 Mission Gorge Road
T-1502	Placer	Roseville	TARGET STORE	10451 Fairway Drive
T-1507	Contra Costa	Richmond	TARGET STORE	4500 MacDonald Avenue
T-1526	San Joaquin	Manteca	TARGET STORE	280 Spreckels Avenue
T-1527	Sacramento	Sacramento	TARGET STORE	8101 Cosumnes River Blvd.
T-1547	Ventura	Moorpark	TARGET STORE	800 New Los Angeles Avenue
T-1548	Riverside	Corona	TARGET STORE	2615 Tuscanny Street
T-1805	Tulare	Visalia	TARGET STORE	4247 S Mooney Blvd.
T-1815	San Diego	Chula Vista	TARGET STORE	910 Eastlake Pkwy
T-1816	Imperial	El Centro	TARGET STORE	2295 N Imperial Avenue
T-1819	Contra Costa	Antioch	TARGET STORE	5769 Lone Tree Way
T-1834	San Bernardino	Upland	TARGET STORE	1931 Campus Avenue
T-1843	Riverside	Riverside	TARGET STORE	2755 Canyon Springs Parkway

EXHIBIT B - COVERED FACILITIES

STORE/DC #	COUNTY	CITY	CATEGORY	STREET ADDRESS
T-1846	San Diego	San Diego	TARGET STORE	3424 College Avenue
T-1851	Santa Clara	Gilroy	TARGET STORE	6705 Camino Arroyo
T-1862	San Joaquin	Stockton	TARGET STORE	10424 Trinity Parkway
T-1867	Riverside	La Quinta	TARGET STORE	78935 U.S. Hwy 111
T-1869	San Bernardino	Redlands	TARGET STORE	27320 W Lugonia Avenue
T-1884	Los Angeles	West Hollywood	TARGET STORE	7100 Santa Monica Blvd.
T-1906	Kings	Hanford	TARGET STORE	140 N 12th Avenue
T-1926	Alameda	Albany	TARGET STORE	1057 Eastshore Hwy.
T-1927	Santa Clara	San Jose	TARGET STORE	879 Blossom Hill Road
T-1936	Orange	Santa Ana	TARGET STORE	1441 W 17th Street
T-1958	San Bernardino	Fontana	TARGET STORE	15272 Summit Avenue
T-1961	Riverside	Mira Loma	TARGET STORE	12471 Limonite Avenue
T-1980	Los Angeles	Redondo Beach	TARGET STORE	1601 Kingsdale Avenue
T-1984	Santa Clara	San Jose	TARGET STORE	1750 Story Road
T-2018	Fresno	Clovis	TARGET STORE	695 W Herndon Avenue
T-2019	Los Angeles	Whittier	TARGET STORE	15614 Whittwood Ln.
T-2020	Los Angeles	Northridge	TARGET STORE	8999 Balboa Blvd.
T-2026	Los Angeles	Carson	TARGET STORE	20700 S Avalon Blvd Ste 750
T-2030	Los Angeles	Santa Clarita	TARGET STORE	19105 Golden Valley Road
T-2051	Orange	Huntington Beach	TARGET STORE	9882 Adams Avenue
T-2082	Los Angeles	Buena Park	TARGET STORE	7530 Orangethorpe Avenue
T-2088	Santa Clara	San Jose	TARGET STORE	533 Coleman Avenue
T-2096	Stanislaus	Riverbank	TARGET STORE	2425 Clarabel Road
T-2115	Sacramento	Sacramento	TARGET STORE	3601 North Freeway Blvd.
T-2128	Orange	Irvine	TARGET STORE	115 Fortune Dr.
T-2143	Los Angeles	Canoga Park	TARGET STORE	6700 Topanga Canyon Blvd.
T-2147	Los Angeles	West Covina	TARGET STORE	2370 S Azusa Avenue
T-2151	Orange	Tustin	TARGET STORE	2300 Park Avenue
T-2163	Orange	Mission Viejo	TARGET STORE	25601 Jeronimo Road
T-2165	San Diego	Vista	TARGET STORE	3150 Business Park Dr.
T-2179	Los Angeles	Diamond Bar	TARGET STORE	747 Grand Avenue
T-2185	Alameda	Hayward	TARGET STORE	19661 Hesperian Blvd.
T-2195	Riverside	Lake Elsinore	TARGET STORE	18287 Collier Avenue
T-2214	Placer	Lincoln	TARGET STORE	950 Groveland Ln.
T-2232	San Diego	National City	TARGET STORE	3060 Plaza Bonita Road
T-2238	Santa Clara	San Jose	TARGET STORE	3155 Silver Creek Road
T-2245	San Bernardino	Ontario	TARGET STORE	4200 E 4th Street
T-2252	Santa Clara	Morgan Hill	TARGET STORE	1061 Cochrane Road
T-2260	San Bernardino	Apple Valley	TARGET STORE	20288 U.S. Highway 18
T-2268	Yolo	West Sacramento	TARGET STORE	2005 Town Center Plaza
T-2270	El Dorado	El Dorado Hills	TARGET STORE	4400 Town Center Blvd.
T-2275	Los Angeles	Compton	TARGET STORE	1621 S Alameda Street
T-2280	Los Angeles	Hawthorne	TARGET STORE	2700 W 120th Street
T-2281	Santa Clara	San Jose	TARGET STORE	2161 Monterey Road
T-2304	Orange	Westminster	TARGET STORE	200 Westminster Mall
T-2306	Monterey	Marina	TARGET STORE	133 General Stilwell Dr.
T-2307	Los Angeles	Glendale	TARGET STORE	241 S Central Avenue
T-2309	Riverside	Moreno Valley	TARGET STORE	27100 Eucalyptus Avenue
T-2319	Los Angeles	Signal Hill	TARGET STORE	950 East 33rd Street
T-2328	Los Angeles	Carson	TARGET STORE	651 West Sepulveda Blvd.
T-2329	Los Angeles	Granada Hills	TARGET STORE	11133 Balboa Blvd.
T-2347	San Joaquin	Lathrop	TARGET STORE	16858 Golden Valley Pkwy.

EXHIBIT B - COVERED FACILITIES

STORE/DC #	COUNTY	CITY	CATEGORY	STREET ADDRESS
T-2349	Tulare	Tulare	TARGET STORE	2195 E Prosperity Avenue
T-2350	Los Angeles	Palmdale	TARGET STORE	38019 47 Street E
T-2359	Merced	Los Banos	TARGET STORE	1405 W Pacheco Blvd.
T-2386	Merced	Atwater	TARGET STORE	1000 Commerce Avenue
T-2397	Orange	La Habra	TARGET STORE	1000 W Imperial Hwy.
T-2398	Ventura	Ventura	TARGET STORE	245 S Mills Road
T-2408	Yolo	Woodland	TARGET STORE	2185 Bronze Star Dr.
T-2420	Tulare	Porterville	TARGET STORE	1363 W Henderson Ave.
T-2421	Orange	Anaheim	TARGET STORE	101 S Euclid Street
T-2424	Los Angeles	Long Beach	TARGET STORE	6750 Cherry Avenue
T-2441	Riverside	Indio	TARGET STORE	42625 Jackson Street
T-2455	Yolo	Davis	TARGET STORE	4601 2nd Street
T-2462	Ventura	Simi Valley	TARGET STORE	51 Tierra Rejada Road
T-2463	Sacramento	Rancho Cordova	TARGET STORE	10881 Olson Drive
T-2465	San Diego	San Diego	TARGET STORE	5454 Balboa Avenue
T-2468	San Bernardino	Hesperia	TARGET STORE	12795 Main Street
T-2469	Tulare	Visalia	TARGET STORE	3308 Dinuba Blvd.
T-2470	Los Angeles	San Pedro	TARGET STORE	1701 N Gaffey Street
T-2471	Riverside	Menifee	TARGET STORE	30340 Haun Road
T-2482	Orange	Brea	TARGET STORE	855 Birch Street
T-2492	Sacramento	Sacramento	TARGET STORE	6507 4th Avenue
T-2499	Riverside	Murrieta	TARGET STORE	27818 Clinton Keith Road
T-2524	Kern	Bakersfield Central	TARGET STORE	2901 Ming Avenue
T-2581	Santa Clara	San Jose	TARGET STORE	95 Holger Way
T-2584	Santa Clara	Sunnyvale	TARGET STORE	298 McKinley Avenue
T-2627	Los Angeles	Azusa	TARGET STORE	809 Azusa Avenue
T-2632	Los Angeles	Culver City	TARGET STORE	6000 Sepulveda Blvd.
T-2715	Kern	Bakersfield	TARGET STORE	11000 Stockdale Hwy
T-3806	San Bernardino	Rialto	DISTRIBUTION CENTER	3105 North Mango Avenue
T-3807	San Bernardino	Rialto	DISTRIBUTION CENTER	3110 North Alder Avenue
T-9479	San Bernardino	Ontario	FULFILLMENT CENTER	1505 S Haven

EXHIBIT C

EXHIBIT C - CIVIL PENALTIES AND COSTS

Agency	Civil Penalties - Business and Professions Code § 17206	Civil Penalties - Health and Safety Code § 25515.2	Total Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	$ 900,000.00	$ -	$ 900,000.00
Attorney General, State of Calif.*	$ 1,875,000.00	$ 250,000.00	$ 2,125,000.00
Butte Co. District Attorney's Office	$ 72,000.00	$ -	$ 72,000.00
Contra Costa Co. District Attorney's Office	$ 85,000.00	$ 85,000.00	$ 170,000.00
El Dorado Co. District Attorney's Office	$ 25,000.00	$ -	$ 25,000.00
Fresno Co. District Attorney's Office	$ 425,000.00	$ -	$ 425,000.00
Humboldt Co. District Attorney's Office	$ 72,000.00	$ -	$ 72,000.00
Kings Co. District Attorney's Office	$ 72,000.00	$ -	$ 72,000.00
Los Angeles City Attorney's Office	$ 635,000.00	$ -	$ 635,000.00
Los Angeles Co. District Attorney's Office	$ 125,000.00	$ 430,000.00	$ 555,000.00
Merced Co. District Attorney's Office	$ 72,000.00	$ -	$ 72,000.00
Monterey Co. District Attorney's Office	$ 680,000.00	$ -	$ 680,000.00
Orange Co. District Attorney's Office	$ 425,000.00		$ 425,000.00
Placer Co. District Attorney's Office	$ 25,000.00	$ -	$ 25,000.00
Riverside Co. District Attorney's Office**	$ 382,500.00	$ 255,000.00	$ 637,500.00
Sacramento Co. District Attorney's Office	$ -	$ 425,000.00	$ 425,000.00
San Benito Co. District Attorney's Office	$ 25,000.00	$ -	$ 25,000.00
San Bernardino Co. District Attorney's Office (Includes $250,000 for the Statewide Circuit Prosecutor Position)	$ 395,000.00	$ 395,000.00	$ 790,000.00
San Diego City Attorney's Office	$ 435,000.00	$ -	$ 435,000.00
San Diego Co. District Attorney's Office	$ 561,250.00	$ 132,500.00	$ 693,750.00
San Joaquin Co. District Attorney's Office	$ -	$ 1,076,250.00	$ 1,076,250.00
San Mateo Co. District Attorney's Office	$ 170,000.00	$ -	$ 170,000.00
Santa Clara Co. District Attorney's Office	$ 720,000.00	$ -	$ 720,000.00
Shasta Co. District Attorney's Office	$ 25,000.00	$ -	$ 25,000.00
Solano Co. District Attorney's Office	$ 300,000.00	$ 125,000.00	$ 425,000.00
Stanislaus Co. District Attorney's Office	$ 72,000.00	$ -	$ 72,000.00
Sutter Co. District Attorney's Office	$ 25,000.00	$ -	$ 25,000.00
Ventura Co. District Attorney's Office	$ 1,000,000.00	$ 126,250.00	$ 1,126,250.00
Yolo Co. District Attorney's Office - Consumer and Environmental Division	$ 601,250.00	$ 100,000.00	$ 701,250.00
Totals - Prosecutor Civil Penalties***	$ 10,200,000.00	$ 3,400,000.00	$ 13,600,000.00

EXHIBIT C - CIVIL PENALTIES AND COSTS

Agency	Civil Penalties - Business and Professions Code § 17206	Civil Penalties - Health and Safety Code § 25515.2	Total Civil Penalties Paid to Agency
Alameda County CUPAs - Alameda County Environmental Health Services	$ -	$ 25,000.00	$ 25,000.00
Alameda County CUPAs - City of San Leandro Environmental Services	$ -	$ 15,000.00	$ 15,000.00
Alameda County CUPAs - Fremont Fire Department, Haz Mat Unit	$ -	$ 25,000.00	$ 25,000.00
Alameda County CUPAs - Livermore - Pleasanton Fire Department, Haz Mat Unit	$ -	$ 20,000.00	$ 20,000.00
Butte Co. Public Health Dept.	$ -	$ 25,000.00	$ 25,000.00
Contra Costa County Health Services - Hazardous Materials Program	$ -	$ 85,000.00	$ 85,000.00
Dept. of Toxic Substances Control (State of Calif.)	$ -	$ 478,125.00	$ 478,125.00
El Dorado Co. Environmental Management Dept.	$ -	$ 10,000.00	$ 10,000.00
Fresno County Department of Public Health, Environmental Health Division	$ -	$ 252,500.00	$ 252,500.00
Humboldt County Division of Environmental Health	$ -	$ 30,000.00	$ 30,000.00
Kern County Environmental Health Services Department	$ -	$ 10,625.00	$ 10,625.00
Kern County CUPA - Bakersfield City Fire Department	$ -	$ 10,625.00	$ 10,625.00
Kings Co. Environmental Health Services	$ -	$ 10,000.00	$ 10,000.00
LA County CUPAs - Los Angeles Co. Fire Health Hazmat	$ -	$ 215,000.00	$ 215,000.00
LA County CUPAs - Sante Fe Springs Fire	$ -	$ 37,500.00	$ 37,500.00
Marin County Department of Public Works, Waste Management Division	$ -	$ 10,625.00	$ 10,625.00
Merced Co. Division of Environmental Health	$ -	$ 25,000.00	$ 25,000.00
Monterey Co. Environmental Health Division	$ -	$ 85,000.00	$ 85,000.00
Napa County Environmental Management Department	$ -	$ 10,625.00	$ 10,625.00
Orange County CUPAs - City of Anaheim Fire Dept.	$ -	$ 6,500.00	$ 6,500.00

EXHIBIT C - CIVIL PENALTIES AND COSTS

Agency	Civil Penalties - Business and Professions Code § 17206	Civil Penalties - Health and Safety Code § 25515.2	Total Civil Penalties Paid to Agency
Orange County CUPAs - Orange Co. Health Care Agency-Env. Health****	$ -	$ 78,500.00	$ 78,500.00
Placer County CUPAs - Placer Co. Environmental Health Division	$ -	$ 7,500.00	$ 7,500.00
Placer County CUPAs - City of Roseville Fire Department	$ -	$ 7,500.00	$ 7,500.00
Riverside Co. Dept. of Environmental Health	$ -	$ 252,500.00	$ 252,500.00
Sacramento Co. Environmental Management Dept.	$ -	$ 252,500.00	$ 252,500.00
San Benito County Health Department	$ -	$ 10,000.00	$ 10,000.00
San Bernardino Co. Fire Dept. HAZMAT Div.	$ -	$ 252,500.00	$ 252,500.00
San Diego Co. Dept. of Environmental Health	$ -	$ 295,000.00	$ 295,000.00
San Joaquin Co. - Environmental Health Dept.	$ -	$ 295,000.00	$ 295,000.00
San Luis Obispo County Environmental Health Services	$ -	$ 10,625.00	$ 10,625.00
San Mateo County - Environmental Health Division	$ -	$ 42,500.00	$ 42,500.00
Santa Barbara County Fire Dept.		$ 10,000.00	$ 10,000.00
Santa Clara Co. Dept. of Environmental Health, Hazardous Materials Compliance Division	$ -	$ 42,500.00	$ 42,500.00
Santa Cruz County Environmental Health		$ 10,000.00	$ 10,000.00
Shasta Co. Environmental Health Division	$ -	$ 10,000.00	$ 10,000.00
Solano County Department of Resource Management	$ -	$ 85,000.00	$ 85,000.00
Sonoma Co. Fire & Emergency Services Dept.	$ -	$ 5,312.50	$ 5,312.50
Sonoma Co. Santa Rosa Fire Department	$ -	$ 5,312.50	$ 5,312.50
Stanislaus Co. Dept. of Environmental Resources	$ -	$ 25,000.00	$ 25,000.00
Sutter Co. Environmental Health Services	$ -	$ 10,000.00	$ 10,000.00
Tulare County Environmental Health	$ -	$ 10,625.00	$ 10,625.00
Ventura County - Oxnard Fire-CUPA	$ -	$ 75,000.00	$ 75,000.00
Ventura County Environmental Health Division	$ -	$ 177,500.00	$ 177,500.00
Yolo County Environmental Health Department	$ -	$ 42,500.00	$ 42,500.00
Total - Agency Civil Penalties		$ 3,400,000.00	$ 3,400,000.00

EXHIBIT C - CIVIL PENALTIES AND COSTS

Agency	Cost Recovery		
Alameda Co. District Attorney's Office	$ 37,500.00		
Attorney General, State of Calif.*	$ 1,250,000.00		
Contra Costa Co. District Attorney's Office	$ 10,000.00		
Fresno Co. District Attorney's Office	$ 10,000.00		
Los Angeles Co. District Attorney's Office	$ 80,000.00		
Monterey Co. District Attorney's Office	$ 40,000.00		
Orange Co. District Attorney's Office	$ 40,000.00		
Riverside Co. District Attorney's Office	$ 40,000.00		
Sacramento Co. District Attorney's Office	$ 10,000.00		
San Bernardino Co. District Attorney's Office (Includes up to $620,000 as reimbursement to the Environmental Protection Prosecution Fund)	$ 670,000.00		
San Diego Co. District Attorney's Office	$ 47,500.00		
San Joaquin Co. District Attorney's Office	$ 120,000.00		
San Mateo Co. District Attorney's Office	$ 10,000.00		
Solano Co. District Attorney's Office	$ 25,000.00		
Ventura Co. District Attorney's Office	$ 70,000.00		
Yolo Co. District Attorney's Office - Consumer and Environmental Division	$ 40,000.00		
Total - Prosecutor Cost Recovery	$ 2,500,000.00		

EXHIBIT C - CIVIL PENALTIES AND COSTS

Agency	Cost Recovery		
Alameda County CUPAs - Alameda County Environmental Health Services	$ 15,000.00		
Alameda County CUPAs - City of San Leandro Environmental Services	$ 5,000.00		
Alameda County CUPAs - Fremont Fire Department, Haz Mat Unit	$ 5,000.00		
Alameda County CUPAs - Livermore - Pleasanton Fire Department, Haz Mat Unit	$ 5,000.00		
Butte Co. Public Health Dept.	$ 3,000.00		
Contra Costa County Health Services - Hazardous Materials Program	$ 15,000.00		
Dept. of Toxic Substances Control (State of Calif.)	$ 100,000.00		
El Dorado Co. Environmental Management Dept.	$ 1,000.00		
Fresno County Department of Public Health, Environmental Health Division	$ 25,000.00		
Humboldt County Division of Environmental Health	$ 3,000.00		
Kern County Environmental Health Services Department	$ 2,500.00		
Kern County CUPA - Bakersfield City Fire Department	$ 2,500.00		
Kings Co. Environmental Health Services	$ 3,000.00		
LA County CUPAs - Los Angeles Co. Fire Health Hazmat	$ 29,000.00		
Marin County Department of Public Works, Waste Management Division	$ 1,000.00		
Merced Co. Division of Environmental Health	$ 3,000.00		
Monterey Co. Environmental Health Division	$ 25,000.00		
Napa County Environmental Management Department	$ 1,000.00		
Orange County CUPAs - City of Anaheim Fire Dept.	$ 750.00		
Orange County CUPAs - Orange Co. Health Care Agency-Env. Health	$ 9,250.00		
Placer County CUPAs - Placer Co. Environmental Health Division	$ 500.00		
Placer County CUPAs - City of Roseville Fire Department	$ 500.00		
Riverside Co. Dept. of Environmental Health	$ 30,000.00		
Sacramento Co. Environmental Management Dept.	$ 30,000.00		
San Benito County Health Department	$ 1,000.00		
San Bernardino Co. Fire Dept. HAZMAT Div.	$ 25,000.00		
San Diego Co. Dept. of Environmental Health	$ 25,000.00		

EXHIBIT C - CIVIL PENALTIES AND COSTS

Agency	Cost Recovery			
San Joaquin Co. - Environmental Health Dept.	$	24,000.00		
San Luis Obispo County Environmental Health Services	$	1,000.00		
San Mateo County - Environmental Health Division	$	15,000.00		
Santa Barbara County Fire Dept.	$	1,000.00		
Santa Clara Co. Sunnyvale Dept. of Public Safety	$	5,000.00		
Santa Clara Co. City of Mountain View Fire Dept.	$	5,000.00		
Santa Clara Co. City of Gilroy	$	5,000.00		
Santa Clara Co. San Jose Fire Dept.	$	5,000.00		
Santa Cruz County Environmental Health	$	1,000.00		
Shasta Co. Environmental Health Division	$	1,000.00		
Solano County Department of Resource Management	$	15,000.00		
Sonoma Co. Fire & Emergency Services Dept.	$	500.00		
Sonoma Co. Santa Rosa Fire Department	$	500.00		
Stanislaus Co. Dept. of Environmental Resources	$	3,000.00		
Sutter Co. Environmental Health Services	$	1,000.00		
Tulare County Environmental Health	$	1,000.00		
Ventura County - Oxnard Fire-CUPA	$	5,000.00		
Ventura County Environmental Health Division	$	20,000.00		
Yolo County Environmental Health Department	$	25,000.00		
Total - Agency Cost Recovery	$	500,000.00		

EXHIBIT C - CIVIL PENALTIES AND COSTS

* Pursuant to the terms of the Stipulation for Entry of Final Judgment, Target shall pay the Attorney General's portion of civil penalties in the total amount of $2,125,000.00 pursuant to Business and Professions Code section 17200 et seq., Health and Safety Code section 25515.2 and costs in the sum of $1,250,000.00. The two separate checks shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The checks shall bear on its face the case name ("People v. Target") and the internal docket number for this matter (OK2009900940). Those separate portions of the money paid to the Attorney General pursuant to this Stipulated Judgment 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; (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 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 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.

** §25515.2: Target shall pay $255,000.00 as civil penalties pursuant to section 25515.2 of the Health and Safety Code, 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.

§17200: Target shall pay $382,500.00 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.

*** 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.

**** Seventy-Eight Thousand and Five Hundred Dollars ($78,500.00) 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 implementation and enforcement of the Hazardous Waste Program for items including, but not limited to, program enhancements, educational materials, training, compliance investigations, personnel cost and program equipment. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.

EXHIBIT D

EXHIBIT D – SUPPLEMENTAL ENVIRONMENTAL PROJECTS*

1. **Environmental Protection Prosecution Fund.** TARGET shall provide the amount of Four Hundred Thousand Dollars ($400,000.00) to be used by the Craig Thompson Environmental Protection Prosecution Fund ("EPPF Fund") for purposes consistent with the mission of the Trust for the EPPF Fund.

2. **California CUPA Forum Board.**

a. TARGET shall provide the amount of Four Hundred Thousand Dollars ($400,000.00) to the Environmental Protection Prosecution Trust Fund, which is administered by the California Certified Unified Program Agency (CUPA) Forum Board, to be used by that Board for purposes consistent with the mission of the Trust for the CUPA Forum Board.

b. TARGET shall provide the amount of One Million, Four Hundred Thousand Dollars ($1,400,000.00) to fund scholarships each year for the next four (4) years for attendance and participation at the annual CUPA Conference. Each of these scholarships shall cover conference registration and hotel at the training conference rate. Travel and per diem expenses will be reimbursed in accordance with the reimbursement policies of the Western States Project, an environmental enforcement association.

3. **California Hazardous Materials Investigators Association (CHMIA).** TARGET shall provide the amount of Fifty Thousand Dollars ($50,000.00) to be used by the CHMIA Board of Directors to fund scholarships for attendance and participation at the annual training conference presented by CHMIA.

4. **California Advanced Environmental Criminal Training Program (Cal-AECTP), in conjunction with the California Hazardous Material Investigators Association (CHMIA).** TARGET shall provide the amount of Fifty Thousand Dollars ($50,000.00) to fund scholarships for attendance and participation at the annual training presented at the Cal-AECTP by CHMIA. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals.

5. **California District Attorneys Association Environmental Project.** TARGET shall provide the amount of One Hundred Thousand Dollars ($100,000.00) to be used by the California District Attorneys Association Environmental Project for the purposes of providing training consistent with the objectives of the Environmental Project.

6. **California District Attorneys Association Environmental Circuit Prosecutor Project.** TARGET shall provide the amount of One Hundred Thousand Dollars ($100,000.00) to be used by the California District Attorneys Association Environmental Circuit Prosecutor Project for the purposes of providing training consistent with the objectives of the Environmental Circuit Prosecutor Project.

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