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VENTURA SUPERIOR COURT

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APR 16 2012

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BY: _____ Deputy

6 *[Plaintiff's Counsel Continued on Attached]*

MARTHA MCLAUGHLIN

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF VENTURA

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

14 Plaintiff,

15 v.

16 **CVS PHARMACY, INC.,**

18 Defendant.

Case No. 56-2012-00415450-CU-MC-VTA

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION

Action Filed:

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WHEREAS, this Stipulation for Entry of Final Judgment and Permanent Injunction (“Final Judgment”) is entered into by Plaintiff, the People of the State of California (“People”) and Defendant CVS Pharmacy, Inc. (“Defendant”) by their respective attorneys. The People and Defendant shall be referred to collectively as “Parties.” The Parties have stipulated and consented to the entry of this Final Judgment prior to trial. The Parties have agreed to settle the above captioned matter without further litigation, as set forth below.

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

NOW THEREFORE, upon the consent of the 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 Ventura, has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment.

2. SETTLEMENT OF DISPUTED CLAIMS.

This Final Judgment is not an admission or a denial by Defendant regarding any issue of law or fact in the above-captioned matter or any violation of any law. The Parties enter into this Final Judgment pursuant to a compromise and settlement of disputed claims, as set forth in the Complaint filed in this action (the “Complaint”), for the purpose 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; and that except as provided in this Final Judgment, no further action is warranted concerning the allegations contained in the Complaint. Defendant agrees that this Final Judgment is a fair and reasonable resolution of the matters alleged in the Complaint.

All Parties have stipulated and consented to the entry of this Final Judgment prior to the taking of any proof, and without trial or adjudication of any fact or law herein. The Parties also waive their right to appeal.

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3. DEFINITIONS

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

“California Facilities” means the CVS/pharmacy® retail pharmacy stores and CVS® retail stores, specialty pharmacies and specialty retail pharmacies, distribution centers, medical walk-in clinics, and tractor trailers used to transport products and materials to and from such facilities, located in the State of California that, as of April 9, 2012, are owned, operated, licensed, or leased by Defendant (in its own capacity and/or through affiliates identified in **Exhibit A-1**), including certain retail pharmacy stores, retail stores, specialty pharmacies and specialty retail pharmacies, distribution centers, and medical walk-in clinics, that had previously been owned and operated by third parties not named in this action (and who are collectively identified in **Exhibit A-2**), that were thereafter converted to CVS/pharmacy® retail pharmacy stores and CVS® retail stores, specialty pharmacies and specialty retail pharmacies, distribution centers, medical walk-in clinics owned, operated, licensed and/or leased by Defendant, either directly or indirectly. A list of the locations of the California Facilities is provided in **Exhibit B-1**, attached. The specific list of the locations of the California Facilities attached as **Exhibit B-1** shall not be to the exclusion of other locations that may have been inadvertently omitted from the list, where the Parties agree in writing that an omitted location should be included. As to any locations that have been omitted, Defendant shall provide the following to the People within thirty (30) days after the omission comes to the attention of Defendant: (a) written notice of such additional locations; and (b) to the best of Defendant’s knowledge and belief, copies of any notices of violation and/or governmental inspection reports applicable to such locations that have been received by that location since April 30, 2005. If, after the People have had sufficient time in which to review the alleged reason for the omission, and after Defendant has established to the satisfaction of the People that the omission was inadvertent, the Parties shall agree in writing that the additional location be included in the Final Judgment.

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2 “Certified Unified Program Agency” or “CUPA” is an agency certified by the California
3 Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of the Health and
4 Safety Code and California Code of Regulations, Title 27, to implement certain State
5 environmental programs within the local agency’s jurisdiction.

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

8 “CVS Facilities” means the California Facilities, and each of them, and any additional
9 CVS/pharmacy® retail pharmacy stores and CVS® retail stores, specialty pharmacies and
10 specialty retail pharmacies, distribution centers, medical walk-in clinics, and tractor trailers used
11 to transport products and materials to and from such facilities, in the State of California, that
12 Defendant may in the future directly or indirectly open, operate, license, or lease in California
13 that are not listed on Exhibit B-1.

14 “Former CVS Facilities” means those CVS/pharmacy® retail pharmacy stores and CVS®
15 retail stores, specialty pharmacies and specialty pharmacy stores, distribution centers, and
16 medical walk-in clinics that were previously located within the State of California at any time
17 relevant, but which, as of April 6, 2012 are no longer owned, operated, licensed, or leased by
18 Defendant (in its own capacity and/or through affiliates identified in **Exhibit A-1**), including
19 certain retail pharmacy stores, retail stores, specialty pharmacies and specialty retail pharmacies,
20 distribution centers, and medical walk-in clinics, that had previously been owned and operated by
21 third parties not named in this action (and who are collectively identified in **Exhibit A-2**), that
22 were thereafter converted to CVS/pharmacy® retail pharmacy stores and CVS® retail stores,
23 specialty pharmacies and specialty retail pharmacies, distribution centers, medical walk-in clinics
24 owned, operated, licensed and/or leased by Defendant, either directly or indirectly. A list of the
25 locations of the Former CVS Facilities is provided in **Exhibit B-2**, attached. The specific list of
26 the locations of the Former CVS Facilities attached as **Exhibit B-2** shall not be to the exclusion of
27 other locations that may have been inadvertently omitted from the list, where the Parties agree in
28 writing that an omitted location should be included.

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4. INJUNCTIVE RELIEF

Pursuant to the provisions of Health and Safety Code sections 25181, 25516, 25516.2, and Business and Professions Code section 17203, and subject to Paragraph 24 below, Defendant is permanently enjoined to comply with Chapters 6.5 and 6.95 of Division 20 of the Health and Safety Code; Health & Safety Code sections 117600, *et seq.*; and the regulations promulgated under these chapters, at CVS Facilities. Failure to comply with this injunction or any of the specific additional injunctive provisions that follow, may subject Defendant to sanctions, including, but not limited to, contempt and/or additional penalties. Paragraph 15, below, applies to any application or motion for failure to comply with the injunctive provisions of this Final Judgment.

4.1 Specific Injunctive Provisions:

Defendant shall comply with each of the following provisions at and from the CVS Facilities:

4.1.a. Defendant 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 (“DTSC”), in violation of Health & Safety Code section 25189, including, without limitation, to any trash compactor, dumpster, drain, sink, or toilet at any of the CVS Facilities, or onto the surface or subsurface of the ground at any unauthorized location, or at a landfill or transfer station not authorized to receive hazardous waste.

4.1.b. Defendant shall determine, at each CVS Facility, whether each item returned by a customer to that facility is a waste and if so, is a “hazardous waste” as required by California Code of Regulations, title 22, section 66262.11.

4.1.c. Defendant shall determine, at each CVS Facility, whether each waste generated at that facility as a result of a spill, container breakage or other means rendering the product not usable for its intended purpose, is a “hazardous waste” as required by California Code of Regulations, title 22, section 66262.11.

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4.1.d. Defendant shall manage every hazardous waste so identified pursuant to paragraphs 4.1.a., 4.1.b. and 4.1.c 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.

4.1.e. Defendant shall not transport, transfer custody of, or cause to be transported, any hazardous waste unless the transporter is properly licensed and registered to do so, as required by Health & Safety Code section 25163. This prohibition includes, without limitation, the transportation of any hazardous waste by a person that is not properly licensed and registered to transport hazardous waste on a tractor and/or trailer owned or operated by Defendant.

4.1.f. Defendant shall not transport, or cause to be transported, any hazardous waste to an unauthorized location, in violation of Health & Safety Code section 25189.5.

4.1.g. Defendant shall not transport, or cause to be transported, any item that would be considered hazardous in California pursuant to chapter 11 of Title 22, Division 4.5 of the California Code of Regulations, as part of its “reverse logistics” process to centralize the management of returned items at distribution centers owned by Defendant, unless pursuant to a contractual agreement expressly providing for the return of the item to the manufacturer or the manufacturer’s designated agent, and unless the item is in sufficiently good condition that it may be donated, resold, reused, or recycled in a manner that does not constitute discard, pursuant to California Code of Regulations, Title 22, section 66261.2.

4.1.h. Defendant shall lawfully and timely dispose of all accumulated hazardous waste from each CVS Facility at least one time during every ninety (90) day period; and shall timely cause to be prepared and filed with the DTSC a hazardous waste manifest for all hazardous waste that is transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or any combination thereof, as provided by Health & Safety Code section 25160(b)(3) and California Code of Regulations, Title 22, section 66262.23; and shall timely notify the DTSC by filing an exception report concerning the treatment, storage, or disposal facility’s failure to return any executed manifest.

4.1.i. Defendant shall contact the transporter and/or the owner or operator of the designated facility which was to receive any hazardous waste to determine the status of the

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2 hazardous waste in the event of non-receipt of a copy of the manifest with the handwritten
3 signature of the owner or operator of the designated facility within thirty-five (35) days of the
4 date the waste was accepted by the initial transporter, as provided by Title 22 of the California
5 Code of Regulations section 66262.42.

6 4.1.j. Defendant shall not treat, store, dispose of, transport, or offer for transportation,
7 any hazardous waste without having received and used a proper identification number from the
8 U.S. Environmental Protection Agency or DTSC, for the originating facility, as provided by Title
9 22 of the California Code of Regulations section 66262.12, subdivision (a).

10 4.1.k. Defendant shall maintain a program for the lawful storage, handling and
11 accumulation of hazardous waste, and for the lawful segregation of hazardous-waste items that
12 are in leaking containers, as provided by Health & Safety Code section 25123.3 and California
13 Code of Regulations, Title 22, sections 66262.34, 66265.173 and 66265.177.

14 4.1.l. Defendant shall maintain properly designated and designed hazardous waste storage
15 areas, which include the segregation of hazardous wastes, and shall conduct weekly inspections of
16 hazardous waste storage areas, at each CVS Facility, as required by California Code of
17 Regulations, Title 22, sections 66262.34 and 66265.174.

18 4.1.m. Defendant shall comply with all employee training obligations required by
19 California Code of Regulations, Title 22, section 66265.16, pertaining to the handling of
20 hazardous waste, including, but not limited to, the requirement to maintain for a period of three
21 (3) years, all training documentation for each employee involved in hazardous waste handling at
22 any CVS Facility. In addition, Defendant shall establish and maintain an employee training plan
23 designed to enhance employee awareness of any regulatory or statutory changes in environmental
24 compliance requirements, including, but not limited to, changes in Chapters 6.5 and 6.95 of
25 Division 20 of the Health & Safety Code, and of any corresponding changes in Defendant's
26 environmental compliance program(s).

27 4.1.n. Defendant shall have in place at all times a hazardous waste contingency plan and
28 emergency procedures for each CVS Facility, as required by California Code of Regulations,
Title 22, sections 66265.51 through 66265.56.

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4.1.o. Defendant shall, at each CVS Facility, continuously implement, maintain, and submit to the respective administering agency (as defined in Health and Safety Code sections 25501 and 25502), a complete hazardous materials business plan, as required by Health and Safety Code sections 25504 and 25505 and California Code of Regulations, Title 19, section 2729, as applicable. 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, subdivisions (a) and (c), and California Code of Regulations, Title 19, section 2732.

4.1.p. Defendant shall immediately report any release or threatened release of a reportable quantity of any hazardous material from any CVS Facility into the environment, as required by Health and Safety Code sections 25507 and 25501.

4.1.q. Defendant shall properly manage, mark, and store universal waste, as provided by Title 22 of the California Code of Regulations sections 66273.13 - 66273.16 (repealer filed 2-4-2009) and sections 66273.33 – 66273.36.

4.1.r. Defendant shall keep a record with the information required by section 66273.39, subdivisions (a)(1) – (3), of each shipment of universal waste received at any CVS Facility, as provided by Title 22 of the California Code of Regulations section 66273.39.

4.1.s. Defendant shall comply with the California Medical Waste Management Act, Health and Safety Code sections 117600, *et seq.*

4.1.t. Defendant shall not knowingly cause to be deposited, without the permission of the owner, any hazardous substance upon the land of another, in violation of Penal Code section 374.8, subdivision (b).

4.2 Reverse Distribution of Pharmaceuticals:

4.2.a. By June 1, 2012, Defendant shall initiate work with appropriate stakeholders from business and government, including the U.S. Environmental Protection Agency, the U.S. Food and Drug Administration, and the California DTSC, to encourage, support, and advocate for federal regulatory reform regarding the proper management of nondispensable pharmaceuticals,

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2 including over-the-counter medications, through “reverse distribution.” Such work shall include
3 coordination and communication with national retail trade associations. Progress on such work
4 shall be included in the status reports required by Paragraph 23 below.

5 4.2.b. During the term of this Final Judgment, the People shall only pursue a violation of
6 this Final Judgment or applicable law regarding the reverse distribution of such nondispensable
7 pharmaceuticals if Defendant has failed to demonstrate reasonable diligence in performing work
8 on the federal regulatory reform described in subparagraph 4.2.a above, and provided further,
9 nothing herein shall prevent the People from pursuing appropriate enforcement of this Final
10 Judgment or applicable law regarding the reverse distribution of nondispensable pharmaceuticals
11 after providing Defendant with ninety (90) days advance written notice as provided by Paragraph
12 8 of their intent to do so, so as to allow the Parties an opportunity to attempt to resolve any such
13 dispute by means of good faith informal negotiations.

14 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS,**
15 **COSTS, AND HAZARDOUS WASTE MINIMIZATION**

16 Defendant shall, within twenty-one (21) business days after entry of this Final Judgment,
17 pay civil penalties, fund the supplemental environmental projects provided for in this Final
18 Judgment, and pay costs, in the total amount of THIRTEEN MILLION, SEVEN HUNDRED
19 AND FIFTY THOUSAND DOLLARS (\$13,750,000.00). Said payment may be made by wire
20 transfer and shall be made as set forth in paragraphs 5.1, 5.2, 5.4, and 5.5 below. On entry of this
21 Final Judgment, Defendant shall deliver all required payments to the District Attorney’s Office
22 for the County of Ventura, attention: Mitchell F. Disney, Senior Deputy District Attorney, for
23 distribution pursuant to the terms of this Final Judgment.

24 **5.1 Civil Penalties**

25 Defendant shall pay ELEVEN MILLION DOLLARS (\$11,000,000.00) as civil penalties
26 pursuant to Health and Safety Code sections 25189 and 25514, and Business and Professions
27 Code section 17206, to the prosecuting agencies/regulatory agencies identified in, and in
28 accordance with the terms of, **Exhibits C-1 and C-2**, attached.

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5.2 Supplemental Environmental Projects

Defendant shall pay TWO MILLION DOLLARS (\$2,000,000.00) for supplemental environmental projects identified in, and in accordance with the terms of, **Exhibit D**, attached.

5.3 Hazardous Waste Minimization

As remedial measures to minimize hazardous waste generation in California, and not in mitigation of any penalties sought by the People, Defendant stipulates and agrees that within six (6) months after entry of the Final Judgment, all California photo processing operations will use digital/dry photo processing. Further, within six (6) months after entry of the Final Judgment, Defendant will dedicate, at a minimum, two (2) full-time employees trained in and designated as responsible for environmental, health, and safety compliance assurance within the State of California. Defendant shall also continue the use of new software developed for its radio frequency units to enhance Defendant's management of damaged items at store level.

5.4 Reimbursement of Costs of Investigation and Enforcement

Defendant shall pay SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00), 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, **Exhibits E-1 and E-2**, attached.

5.5 Copy of Payments to Plaintiff's Representatives

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

6. ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES

The People may move this Court for additional relief for any violation of any provision of this Final Judgment, including but not limited to contempt, additional injunctive provisions, or additional penalties consistent with the provisions of this Final Judgment. Nothing in this Final Judgment shall limit any rights of the People to seek any other relief or remedies provided by law, or the rights of Defendant to defend against any request of the People for such other relief or remedies.

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7. MATTERS COVERED BY THIS FINAL JUDGMENT

7.1 This Final Judgment is a final and binding resolution and settlement of all claims, violations or causes of action expressly alleged by the People in the Complaint or claims that could have been asserted within the scope of the allegations set forth in the Complaint (“Covered Matters”), against Defendant and its subsidiaries, affiliates and corporate parents, and each of their affiliates and parents, California Facilities and Former CVS Facilities, successors, heirs, assigns, managed medical groups, and their respective officers, directors, partners, employees, agents, representatives, property owners, and facility operators (“Entities Covered by Final Judgment”). The People further covenant not to sue the Entities Covered by Final Judgment for any Covered Matter. Any claim, violation, or cause of action that is not a Covered Matter is a “Reserved Claim.” Reserved Claims include, without limitation, any violation that occurs after the Court's entry of this Final Judgment. Nothing herein shall be interpreted to restrict any claims that the People may assert against any independent contractors or subcontractors of the California Facilities or the Former CVS Facilities for violations of applicable laws by such parties. The People reserve the right to pursue any Reserved Claim, and Defendant reserves its defenses against any Reserved Claim.

7.2 Any claims or causes of action against Defendant for performance of cleanup, corrective action, or response action for any actual past or future release, spill, or disposal of any hazardous waste, hazardous substance, hazardous material, universal waste, sharps waste, pharmaceutical waste, photo waste with silver, or any other material, substance or waste, that is caused or contributed to by the Defendant at or from its California Facilities, and any claims or causes of action for performance of cleanup, corrective action, or response action relating to Defendant’s disposal of same that are discovered by the People after execution of this Agreement are Reserved Claims.

7.3 In any subsequent action that may be brought by the People based on any Reserved Claim, Defendant agrees that it will not assert that failing to pursue the Reserved Claims as part of this action constitutes claim-splitting. This Paragraph does not affect any statute of limitations, if any, which may be applicable to any Reserved Claim or claims otherwise excluded from this

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Final Judgment and does not prohibit Defendant from asserting any statute of limitations or other legal or equitable defenses that may be applicable to any Reserved Claims.

7.4 In the event litigation is filed by an entity that is not a party to this action against Defendant or any affiliates arising out of or related to a Covered Matter, Defendant may, within thirty (30) days following service of such litigation, notify the People of such litigation. Upon such timely notice, the People will undertake a good faith effort to determine whether the subsequent litigation is barred by the terms of this Final Judgment and the principle of *res judicata*. If the People determine that the subsequent litigation is barred by the terms of this Final Judgment and the principle of *res judicata*, the People may appear in person or in writing in such subsequent litigation to explain the People’s view of the effect of this Final Judgment on such litigation and the People will not oppose Defendant in arguing that the subsequent litigation is barred by the principle of *res judicata*. No language in this paragraph will preclude Defendant from asserting in any subsequent litigation any and all applicable legal and equitable defenses regarding compliance with any provision in this Final Judgment or the laws or regulations cited in this Final Judgment or cited in the Complaint, including, but not limited to, *res judicata*.

7.5 The provisions of paragraph 7.1 are effective on the date of entry of the Final Judgment. The continuing effect of paragraph 7.1 is expressly conditioned on Defendant’s full payment of the amounts due under this Final Judgment and compliance with its injunctive terms.

7.6 Paragraph 7.1 does not limit the ability of the People to enforce the terms of this Final Judgment.

7.7 Defendant covenants not to pursue any civil or administrative claims against the People or against any agency of the State of California, any county in the State of California or any CUPA, Participating Agency or local agency (collectively "Agencies"), or against any of their officers, employees, representatives, agents or attorneys, arising out of or related to any Covered Matter; provided, however, that if any Agencies initiate claims against Defendant, Defendant reserves any and all rights, claims, demands and defenses against such Agencies.

7.8 Any event that is beyond the control of Defendant and that prevents it from timely performing any obligation under Paragraph 4 of this Final Judgment, despite its best efforts to

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fulfill that obligation, is a “force majeure” event. The requirement that Defendant exercise its “best efforts to fulfill the obligation” includes the requirement that Defendant use its best efforts to anticipate any potential force majeure event and use best efforts to address the effects of any potential force majeure event: (1) as it is occurring, and (2) following the force majeure event, such that the delay is minimized to the greatest extent possible. “Force majeure” does not include financial inability to fund or complete the obligation.

8. NOTICE

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

For the People:

Mitchell F. Disney
Senior Deputy District Attorney
Office of the District Attorney
Special Prosecutions Division
5720 Ralston Street, No. 300
Ventura, CA 93003

With a copy to:

David J. Irely
Supervising Deputy District Attorney
Office of the District Attorney San Joaquin County
222 E. Weber Ave., Room 202
Stockton, CA 95202

For Defendant:

Vice President and Corporate Secretary
CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895

With copy to:

Director of Environmental Management
CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895

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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 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, or the day that electronic mail is sent if sent before 5 p.m. to the electronic mail addresses of the designated recipients for notice concurrent with sending the notice by overnight mail.

9. EFFECT OF FINAL JUDGMENT

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

10. LIABILITY OF THE PEOPLE

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

11. NO WAIVER OF RIGHT TO ENFORCE

The failure of the People to enforce any provision of this Final Judgment shall neither be deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The failure of the People to enforce any such provision shall not preclude them from later enforcing the same or any other provision of this Final Judgment, subject to Paragraph 24. Except as expressly provided in this Final Judgment, Defendant retains all defenses allowed by law to any such later enforcement. No oral advice, guidance, suggestions or comments by employees or

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officials of any Party regarding matters covered in this Final Judgment shall be construed to relieve any Party of its obligations under this Final Judgment.

12. FUTURE REGULATORY CHANGES

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

13. APPLICATION OF FINAL JUDGMENT

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

14. AUTHORITY TO ENTER FINAL JUDGMENT

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

15. CONTINUING JURISDICTION

The Court shall retain continuing jurisdiction to enforce the terms of this Final Judgment and to address any other matters arising out of or regarding this Final Judgment. 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, 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 4.1.a of this Final Judgment. If the Parties are unable to resolve their dispute after meet-and-confer discussions, any Party may move this Court seeking a resolution of that dispute by the Court.

16. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS

On reasonable notice, Defendant shall permit any duly authorized representative of the People to inspect and copy records and documents as they deem reasonably necessary to determine compliance with the terms of this Final Judgment. Nothing in this paragraph is

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intended to require access to or production of any documents that are protected from production or disclosure by the attorney-client privilege, attorney work product doctrine, any other applicable privilege, defense, exemption, or immunity afforded to Defendant under applicable law, nor does it waive any of the objections or defenses to which Defendant would be entitled in responding to requests for documents made by subpoena or other formal legal process or discovery. This obligation shall not require Defendant to alter its normal document-retention policies (including but not limited to policies regarding backup tapes for electronic documents); provided, however, that Defendant's policies must comply with Health and Safety Code Chapters 6.5 and 6.95; Health and Safety Code sections 117600, et seq.; and their implementing regulations. The Parties agree that Defendant may not be deemed in violation of this Paragraph for failure to maintain such records unless Defendant fails to exercise reasonable diligence in administering this record retention requirement. Nothing in this paragraph is intended to limit the authority of any governmental agency to inspect Defendant or its records and documents under applicable law.

17. PAYMENT OF LITIGATION EXPENSES AND FEES

Defendant shall make no request of the People to pay its attorneys fees, expert witness fees and costs and all other costs of litigation and investigation incurred to date.

18. INTERPRETATION

This Final Judgment 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.

19. COUNTERPART SIGNATURES

This Final Judgment may be executed by the Parties in counterpart.

20. ENTRY AFTER NOTICED MOTION

The Parties seek approval of this Final Judgment on noticed motion and have requested that the Court make a determination that the Final Judgment is fair and in the public interest.

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21. INTEGRATION

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

22. MODIFICATION OF FINAL JUDGMENT

This Final Judgment 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.

23. STATUS REPORTS

Beginning six (6) months after entry of this Final Judgment, for as long as this Final Judgment remains in effect, Defendant shall submit an annual status report to the People’s representative listed in Section 8 above. The status report shall: briefly summarize the actions that Defendant has taken at the corporate level related to California and the CVS Facilities during the previous year in order to comply with its obligations under this Final Judgment; disclose and provide copies of any notices of violation that Defendant has received pertaining to environmental matters in the State of California, and disclose any corrective measures taken as a result; and set forth any penalties Defendant has paid to any governmental agency for alleged noncompliance with any environmental statute or regulation arising from business operations in California. Each status report shall be signed by an Officer of Defendant under penalty of perjury that to the best of his or her knowledge based on information and belief and after reasonable investigation the information contained therein is true and correct. Provided, further, that beginning one year after entry of this Final Judgment, and continuing for as long as this Final Judgment remains in effect, Defendant shall, at the People’s request, on an annual basis, meet to describe to the People’s representatives the status of Defendant’s reverse logistics program and compliance with Paragraph 4, 4.1, and 4.2 of this Judgment.

24. TERMINATION OF FINAL JUDGMENT

At any time after this Final Judgment has been in effect for five (5) years, and Defendant has paid any and all amounts due under the Final Judgment, any party may provide notice to the Court (which shall be served on all parties) that the injunctive provisions of this Final Judgment

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should expire and have no further force and effect (“Notice of Termination”). The injunctive provisions of this Final Judgment will be of no further force or effect sixty (60) days thereafter, unless the People file a motion contesting the expiration of any injunctive provisions within forty (40) days of receipt of the Notice of Termination. In the event that such motion is filed, none of the injunctive provisions of the Final Judgment contested in the People’s motion will terminate pending the Court’s ruling on the motion. The People reserve the right to contest termination exclusively on the grounds that Defendant has not substantially complied in all material respects with the injunctive provisions of the Final Judgment or has not been reasonably diligent in pursuing the actions described in Paragraph 4.2(a), and to offer any evidence relevant to such motion. Defendant reserves its rights to respond to any ground raised in the People’s motion and to offer any evidence relevant to such motion. The injunctive provisions in the Final Judgment will expire and be of no further force or effect unless the Court (upon consideration of the Parties’ pleadings and arguments, if any) determines that the expiration of the provision at issue would not be in the interest of justice, because Defendant has not substantially complied in material respects with such provision or has not been reasonably diligent in pursuing the actions described in Paragraph 4.2(a). The termination of the injunctive provisions of the Final Judgment shall have no effect on Defendant’s obligation to comply with the requirements imposed by statute, regulation, ordinance, or law.

IT IS SO STIPULATED.

FOR THE PEOPLE:

GREGORY D. TOTTEN, District Attorney
County of Ventura, State of California

DATED: 4/11/12

By: 
MITCHELL F. DISNEY
Senior Deputy District Attorney
Attorneys for Plaintiff

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CARMEN A. TRUTANICH, City Attorney
City of Los Angeles, State of California

DATED: 4/9/12

By: 
DONALD KASS
Assistant City Attorney
Attorneys for Plaintiff

STEVE COOLEY, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney
Attorneys for Plaintiff

BONNIE M. DUMANIS, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
KAREN I. DOTY
Deputy District Attorney
Attorneys for Plaintiff

JAMES P. WILLETT, District Attorney
County of San Joaquin, State of California

DATED: _____

By: _____
DAVID J. IREY
Supervising Deputy District Attorney
Attorneys for Plaintiff

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CARMEN A. TRUTANICH, City Attorney
City of Los Angeles, State of California

DATED: _____

By: _____

DONALD KASS
Assistant City Attorney
Attorneys for Plaintiff

STEVE COOLEY, District Attorney
County of Los Angeles, State of California

DATED: 4-9-12

By: *Daniel J. Wright*

DANIEL J. WRIGHT
Deputy District Attorney
Attorneys for Plaintiff

BONNIE M. DUMANIS, District Attorney
County of San Diego, State of California

DATED: _____

By: _____

KAREN I. DOTY
Deputy District Attorney
Attorneys for Plaintiff

JAMES P. WILLETT, District Attorney
County of San Joaquin, State of California

DATED: _____

By: _____

DAVID J. IREY
Supervising Deputy District Attorney
Attorneys for Plaintiff

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CARMEN A. TRUTANICH, City Attorney
City of Los Angeles, State of California

DATED: _____

By: _____
DONALD KASS
Assistant City Attorney
Attorneys for Plaintiff

STEVE COOLEY, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney
Attorneys for Plaintiff

BONNIE M. DUMANIS, District Attorney
County of San Diego, State of California

DATED: April 9, 2012

By: Karen I. Doty
KAREN I. DOTY
Deputy District Attorney
Attorneys for Plaintiff

JAMES P. WILLETT, District Attorney
County of San Joaquin, State of California

DATED: _____

By: _____
DAVID J. IREY
Supervising Deputy District Attorney
Attorneys for Plaintiff

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CARMEN A. TRUTANICH, City Attorney
City of Los Angeles, State of California

DATED: _____

By: _____

DONALD KASS
Assistant City Attorney
Attorneys for Plaintiff

STEVE COOLEY, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____

DANIEL J. WRIGHT
Deputy District Attorney
Attorneys for Plaintiff

BONNIE M. DUMANIS, District Attorney
County of San Diego, State of California

DATED: _____

By: _____

KAREN I. DOTY
Deputy District Attorney
Attorneys for Plaintiff

JAMES P. WILLETT, District Attorney
County of San Joaquin, State of California

DATED: 4/9/12

By: _____

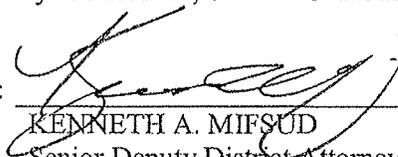
DAVID J. IREY
Supervising Deputy District Attorney
Attorneys for Plaintiff

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ADDITIONAL COUNSEL FOR PLAINTIFF:

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

DATED: 4-9-12

By: 
KENNETH A. MIFSUD
Senior Deputy District Attorney
Attorneys for Plaintiff

TODD D. RIEBE, District Attorney
County of Amador, State of California

DATED: _____

By: _____ David J. Irej for
TODD D. RIEBE
District Attorney
Attorneys for Plaintiff

MICHAEL L. RAMSEY, District Attorney
County of Butte, State of California

DATED: _____

By: _____ David J. Irej for
MICHAEL L. RAMSEY
District Attorney
Attorneys for Plaintiff

BARBARA M. YOOK, District Attorney
County of Calaveras, State of California

DATED: _____

By: _____ David J. Irej for
BARBARA M. YOOK
District Attorney
Attorneys for Plaintiff

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ADDITIONAL COUNSEL FOR PLAINTIFF:

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

DATED: _____

By: _____
KENNETH A. MIFSUD
Senior Deputy District Attorney
Attorneys for Plaintiff

TODD D. RIEBE, District Attorney
County of Amador, State of California

DATED: 4/9/12

By: _____ David J. Irej for
TODD D. RIEBE
District Attorney
Attorneys for Plaintiff

MICHAEL L. RAMSEY, District Attorney
County of Butte, State of California

DATED: 4/9/12

By: _____ David J. Irej for
MICHAEL L. RAMSEY
District Attorney
Attorneys for Plaintiff

BARBARA M. YOOK, District Attorney
County of Calaveras, State of California

DATED: 4/9/12

By: _____ David J. Irej for
BARBARA M. YOOK
District Attorney
Attorneys for Plaintiff

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MARK A. PETERSON, District Attorney
County of Contra Costa, State of California

DATED: Apr. 19, 2012

By: Stacey Grassini
STACEY GRASSINI
Deputy District Attorney
Attorneys for Plaintiff

VERN PIERSON, District Attorney
County of El Dorado, State of California

DATED: _____

By: _____ David J. Irely for
VERN PIERSON
District Attorney
Attorneys for Plaintiff

ELIZABETH A. EGAN, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
MICHAEL BRUMMEL
Deputy District Attorney
Attorneys for Plaintiff

ROBERT MALONEY, District Attorney
County of Glenn, State of California

DATED: _____

By: _____ David J. Irely for
ROBERT MALONEY
District Attorney
Attorneys for Plaintiff

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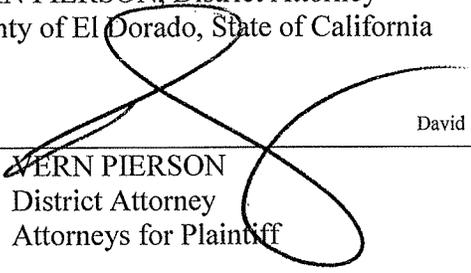
MARK A. PETERSON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY GRASSINI
Deputy District Attorney
Attorneys for Plaintiff

VERN PIERSON, District Attorney
County of El Dorado, State of California

DATED: 4/9/12

By: _____ David J. Irej for

VERN PIERSON
District Attorney
Attorneys for Plaintiff

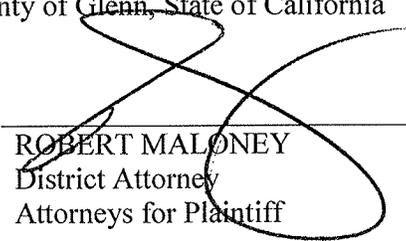
ELIZABETH A. EGAN, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
MICHAEL BRUMMEL
Deputy District Attorney
Attorneys for Plaintiff

ROBERT MALONEY, District Attorney
County of Glenn, State of California

DATED: 4/9/12

By: _____ David J. Irej for

ROBERT MALONEY
District Attorney
Attorneys for Plaintiff

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MARK A. PETERSON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____

STACEY GRASSINI
Deputy District Attorney
Attorneys for Plaintiff

VERN PIERSON, District Attorney
County of El Dorado, State of California

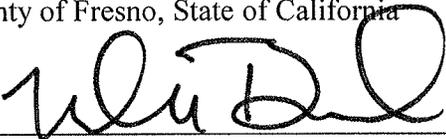
DATED: _____

By: _____ David J. Irely for

VERN PIERSON
District Attorney
Attorneys for Plaintiff

ELIZABETH A. EGAN, District Attorney
County of Fresno, State of California

DATED: APRIL 9, 2012

By:  _____

MICHAEL BRUMMEL
Deputy District Attorney
Attorneys for Plaintiff

ROBERT MALONEY, District Attorney
County of Glenn, State of California

DATED: _____

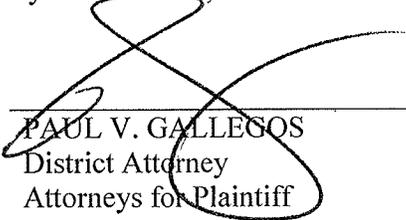
By: _____ David J. Irely for

ROBERT MALONEY
District Attorney
Attorneys for Plaintiff

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PAUL V. GALLEGOS, District Attorney
County of Humboldt, State of California

DATED: 4/9/12

By: 
PAUL V. GALLEGOS
District Attorney
Attorneys for Plaintiff

David J. Irely for

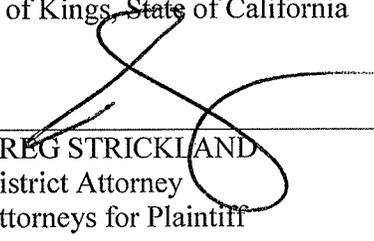
LISA S. GREEN, District Attorney
County of Kern, State of California

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy District Attorney
Attorneys for Plaintiff

GREG STRICKLAND, District Attorney
County of Kings, State of California

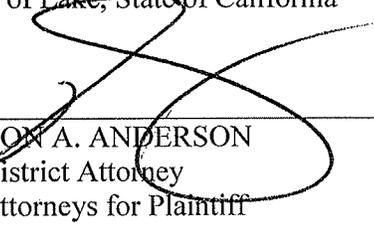
DATED: 4/9/12

By: 
GREG STRICKLAND
District Attorney
Attorneys for Plaintiff

David J. Irely for

DON A. ANDERSON, District Attorney
County of Lake, State of California

DATED: 4/9/12

By: 
DON A. ANDERSON
District Attorney
Attorneys for Plaintiff

David J. Irely for

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PAUL V.G ALLEGOS, District Attorney
County of Humboldt, State of California

DATED: _____

By: _____ David J. Irey for

PAUL V.G ALLEGOS
District Attorney
Attorneys for Plaintiff

LISA S. GREEN, District Attorney
County of Kern, State of California

DATED: 4-10-12

By: _____

JOHN T. MITCHELL
Deputy District Attorney
Attorneys for Plaintiff

GREG STRICKLAND, District Attorney
County of Kings, State of California

DATED: _____

By: _____ David J. Irey for

GREG STRICKLAND
District Attorney
Attorneys for Plaintiff

DON A. ANDERSON, District Attorney
County of Lake, State of California

DATED: _____

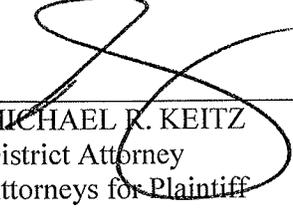
By: _____ David J. Irey for

DON A. ANDERSON
District Attorney
Attorneys for Plaintiff

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MICHAEL R. KEITZ, District Attorney
County of Madera, State of California

DATED: 4/9/12

By: 
MICHAEL R. KEITZ
District Attorney
Attorneys for Plaintiff

David J. Ireys for

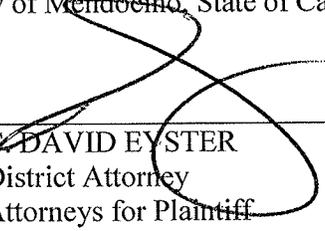
EDWARD S. BERBERIAN, JR., District
Attorney
County of Marin, State of California

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney
Attorneys for Plaintiff

C. DAVID EYSTER, District Attorney
County of Mendocino, State of California

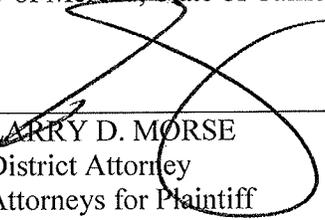
DATED: 4/9/12

By: 
C. DAVID EYSTER
District Attorney
Attorneys for Plaintiff

David J. Ireys for

LARRY D. MORSE, District Attorney
County of Merced, State of California

DATED: 4/9/12

By: 
LARRY D. MORSE
District Attorney
Attorneys for Plaintiff

David J. Ireys for

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MICHAEL R. KEITZ, District Attorney
County of Madera, State of California

DATED: _____

By: _____ David J. Irej for

MICHAEL R. KEITZ
District Attorney
Attorneys for Plaintiff

EDWARD S. BERBERIAN, JR., District
Attorney
County of Marin, State of California

DATED: 4/9/2012

By: Andres H Perez
ANDRES H. PEREZ

Deputy District Attorney
Attorneys for Plaintiff

C. DAVID EYSTER, District Attorney
County of Mendocino, State of California

DATED: _____

By: _____ David J. Irej for

C. DAVID EYSTER
District Attorney
Attorneys for Plaintiff

LARRY D. MORSE, District Attorney
County of Merced, State of California

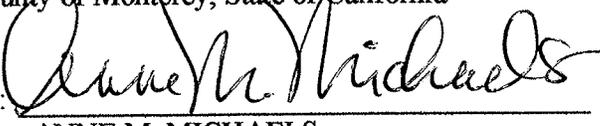
DATED: _____

By: _____ David J. Irej for

LARRY D. MORSE
District Attorney
Attorneys for Plaintiff

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DEAN D. FLIPPO, District Attorney
County of Monterey, State of California

DATED: April 10, 2012 By: 

ANNE M. MICHAELS
Managing Deputy District Attorney
Attorneys for Plaintiff

GARY LIEBERSTEIN, District Attorney
County of Napa, State of California

DATED: _____ By: _____

CATHERINE C. BORSETTO
Deputy District Attorney
Attorneys for Plaintiff

CLIFFORD NEWELL, District Attorney
County of Nevada, State of California

DATED: _____ By: _____ David J. Irey for

CLIFFORD NEWELL
District Attorney
Attorneys for Plaintiff

TONY RACKAUCKAS, District Attorney
County of Orange, State of California

DATED: _____ By: _____

WILLIAM G. FALLON
Deputy District Attorney
Attorneys for Plaintiff

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DEAN D. FLIPPO, District Attorney
County of Monterey, State of California

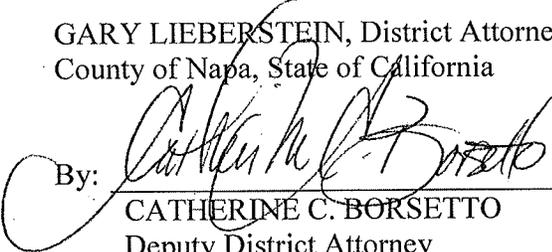
DATED: _____

By: _____

ANNE M. MICHAELS
Managing Deputy District Attorney
Attorneys for Plaintiff

GARY LIEBERSTEIN, District Attorney
County of Napa, State of California

DATED: April 9, 2012

By:  _____

CATHERINE C. BORSETTO
Deputy District Attorney
Attorneys for Plaintiff

CLIFFORD NEWELL, District Attorney
County of Nevada, State of California

DATED: _____

By: _____ David J. Irey for

CLIFFORD NEWELL
District Attorney
Attorneys for Plaintiff

TONY RACKAUCKAS, District Attorney
County of Orange, State of California

DATED: _____

By: _____

WILLIAM G. FALLON
Deputy District Attorney
Attorneys for Plaintiff

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DEAN D. FLIPPO, District Attorney
County of Monterey, State of California

DATED: _____

By: _____
ANNE M. MICHAELS
Managing Deputy District Attorney
Attorneys for Plaintiff

GARY LIEBERSTEIN, District Attorney
County of Napa, State of California

DATED: _____

By: _____
CATHERINE C. BORSETTO
Deputy District Attorney
Attorneys for Plaintiff

CLIFFORD NEWELL, District Attorney
County of Nevada, State of California

DATED: 4/9/12 _____

By: _____ David J. Irey for
CLIFFORD NEWELL
District Attorney
Attorneys for Plaintiff

TONY RACKAUCKAS, District Attorney
County of Orange, State of California

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney
Attorneys for Plaintiff

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DEAN D. FLIPPO, District Attorney
County of Monterey, State of California

DATED: _____

By: _____

ANNE M. MICHAELS
Managing Deputy District Attorney
Attorneys for Plaintiff

GARY LIEBERSTEIN, District Attorney
County of Napa, State of California

DATED: _____

By: _____

CATHERINE C. BORSETTO
Deputy District Attorney
Attorneys for Plaintiff

CLIFFORD NEWELL, District Attorney
County of Nevada, State of California

DATED: _____

By: _____ David J. Irey for

CLIFFORD NEWELL
District Attorney
Attorneys for Plaintiff

TONY RACKAUCKAS, District Attorney
County of Orange, State of California

DATED: 4/9/12

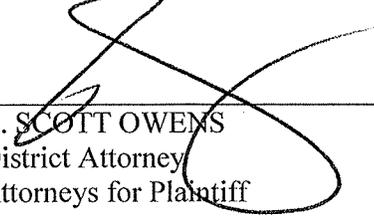
By:  _____

WILLIAM G. FALLON
Deputy District Attorney
Attorneys for Plaintiff

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R. SCOTT OWENS, District Attorney
County of Placer, State of California

DATED: 9/9/12

By:  _____
David J. Irely for
R. SCOTT OWENS
District Attorney
Attorneys for Plaintiff

PAUL ZELLERBACH, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
DALE C. HOY II
Deputy District Attorney
Attorneys for Plaintiff

JAN SCULLY, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Deputy District Attorney
Attorneys for Plaintiff

MICHAEL A. RAMOS, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DANIEL SILVERMAN
Deputy District Attorney
Attorneys for Plaintiff

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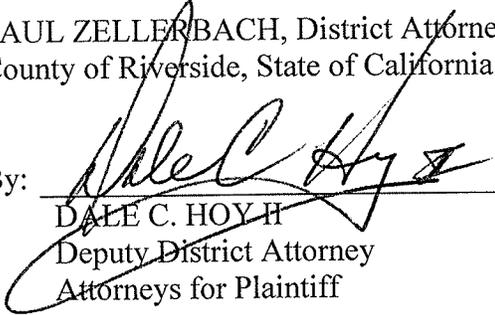
R. SCOTT OWENS, District Attorney
County of Placer, State of California

DATED: _____

By: David J. Irey for
R. SCOTT OWENS
District Attorney
Attorneys for Plaintiff

PAUL ZELLERBACH, District Attorney
County of Riverside, State of California

DATED: 4/9/2012

By: 
DALE C. HOYT
Deputy District Attorney
Attorneys for Plaintiff

JAN SCULLY, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Deputy District Attorney
Attorneys for Plaintiff

MICHAEL A. RAMOS, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DANIEL SILVERMAN
Deputy District Attorney
Attorneys for Plaintiff

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R. SCOTT OWENS, District Attorney
County of Placer, State of California

DATED: _____

By: _____ David J. Irey for

R. SCOTT OWENS
District Attorney
Attorneys for Plaintiff

PAUL ZELLERBACH, District Attorney
County of Riverside, State of California

DATED: _____

By: _____

DALE C. HOY II
Deputy District Attorney
Attorneys for Plaintiff

JAN SCULLY, District Attorney
County of Sacramento, State of California

DATED: 4/9/12

By:  _____

DOUGLAS WHALEY
Deputy District Attorney
Attorneys for Plaintiff

MICHAEL A. RAMOS, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____

DANIEL SILVERMAN
Deputy District Attorney
Attorneys for Plaintiff

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R. SCOTT OWENS, District Attorney
County of Placer, State of California

DATED: _____

By: _____ David J. Irey for

R. SCOTT OWENS
District Attorney
Attorneys for Plaintiff

PAUL ZELLERBACH, District Attorney
County of Riverside, State of California

DATED: _____

By: _____

DALE C. HOY II
Deputy District Attorney
Attorneys for Plaintiff

JAN SCULLY, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____

DOUGLAS WHALEY
Deputy District Attorney
Attorneys for Plaintiff

MICHAEL A. RAMOS, District Attorney
County of San Bernardino, State of California

DATED: 4/9/12

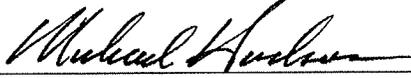
By:  _____

DANIEL SILVERMAN
Deputy District Attorney
Attorneys for Plaintiff

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JAN GOLDSMITH, City Attorney
City of San Diego, State of California

DATED: 4.9.12

By: 
MICHAEL R. HUDSON
Deputy City Attorney
Attorneys for Plaintiff

GEORGE GASCÓN, District Attorney
County of San Francisco, State of California

DATED: _____

By: _____
MAXWELL S. PELTZ
Assistant District Attorney
Attorneys for Plaintiff

GERALD T. SHEA, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____
STEVEN D. VON DOHLEN
Deputy District Attorney
Attorneys for Plaintiff

STEPHEN M. WAGSTAFFE, District Attorney
County of San Mateo, State of California

DATED: _____

By: _____
JOHN E. WILSON
Deputy District Attorney In Charge
Attorneys for Plaintiff

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JAN GOLDSMITH, City Attorney
City of San Diego, State of California

DATED: _____

By: _____

MICHAEL R. HUDSON
Deputy City Attorney
Attorneys for Plaintiff

GEORGE GASCÓN, District Attorney
County of San Francisco, State of California

DATED: 4/9/12

By: 

MAXWELL S. PELTZ
Assistant District Attorney
Attorneys for Plaintiff

GERALD T. SHEA, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____

STEVEN D. VON DOHLEN
Deputy District Attorney
Attorneys for Plaintiff

STEPHEN M. WAGSTAFFE, District Attorney
County of San Mateo, State of California

DATED: _____

By: _____

JOHN E. WILSON
Deputy District Attorney In Charge
Attorneys for Plaintiff

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JAN GOLDSMITH, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
MICHAEL R. HUDSON
Deputy City Attorney
Attorneys for Plaintiff

GEORGE GASCÓN, District Attorney
County of San Francisco, State of California

DATED: _____

By: _____
MAXWELL S. PELTZ
Assistant District Attorney
Attorneys for Plaintiff

GERALD T. SHEA, District Attorney
County of San Luis Obispo, State of California

DATED: 4/9/12

By: _____ David J. Irey for
STEVEN D. VON DOHLEN
Deputy District Attorney
Attorneys for Plaintiff

STEPHEN M. WAGSTAFFE, District Attorney
County of San Mateo, State of California

DATED: _____

By: _____
JOHN E. WILSON
Deputy District Attorney In Charge
Attorneys for Plaintiff

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JAN GOLDSMITH, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
MICHAEL R. HUDSON
Deputy City Attorney
Attorneys for Plaintiff

GEORGE GASCÓN, District Attorney
County of San Francisco, State of California

DATED: _____

By: _____
MAXWELL S. PELTZ
Assistant District Attorney
Attorneys for Plaintiff

GERALD T. SHEA, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____
STEVEN D. VON DOHLEN
Deputy District Attorney
Attorneys for Plaintiff

STEPHEN M. WAGSTAFFE, District Attorney
County of San Mateo, State of California

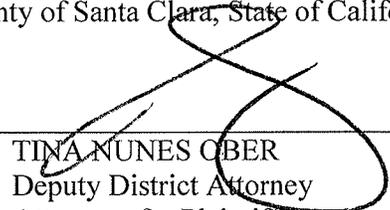
DATED: 4-9-12

By: 
JOHN E. WILSON
Deputy District Attorney In Charge
Attorneys for Plaintiff

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JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: 9/9/12

By:  David J. Irely for
TINA NUNES OBER
Deputy District Attorney
Attorneys for Plaintiff

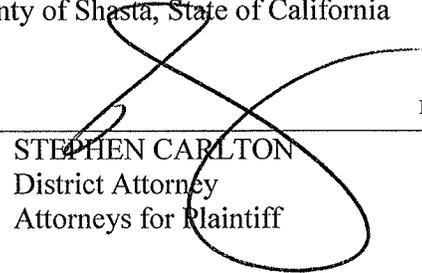
BOB LEE, District Attorney
County of Santa Cruz, State of California

DATED: _____

By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney
Attorneys for Plaintiff

STEPHEN CARLTON, District Attorney
County of Shasta, State of California

DATED: 9/9/12

By:  David J. Irely for
STEPHEN CARLTON
District Attorney
Attorneys for Plaintiff

DONALD A. DU BAIN, District Attorney
County of Solano, State of California

DATED: _____

By: _____
CRISELDA B. GONZALEZ
Senior Deputy District Attorney
Attorneys for Plaintiff

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JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: _____

By: _____
TINA NUNES OBER
Deputy District Attorney
Attorneys for Plaintiff

BOB LEE, District Attorney
County of Santa Cruz, State of California

DATED: 4.9.12

By: 
WILLIAM ATKINSON
Supervising Assistant District Attorney
Attorneys for Plaintiff

STEPHEN CARLTON, District Attorney
County of Shasta, State of California

DATED: _____

By: _____ David J. Irej for
STEPHEN CARLTON
District Attorney
Attorneys for Plaintiff

DONALD A. DU BAIN, District Attorney
County of Solano, State of California

DATED: _____

By: _____
CRISELDA B. GONZALEZ
Senior Deputy District Attorney
Attorneys for Plaintiff

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JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: _____

By: _____
TINA NUNES OBER
Deputy District Attorney
Attorneys for Plaintiff

BOB LEE, District Attorney
County of Santa Cruz, State of California

DATED: _____

By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney
Attorneys for Plaintiff

STEPHEN CARLTON, District Attorney
County of Shasta, State of California

DATED: _____

By: _____ David J. Irey for
STEPHEN CARLTON
District Attorney
Attorneys for Plaintiff

DONALD A. DU BAIN, District Attorney
County of Solano, State of California

DATED: April 9, 2012

By: Cristel B. Gonzalez
CRISELDA B. GONZALEZ
Senior Deputy District Attorney
Attorneys for Plaintiff

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JILL R. RAVITCH, District Attorney
County of Sonoma, State of California

DATED: 4/10/12

By: Matthew T. Cheever
MATTHEW T. CHEEVER
Deputy District Attorney
Attorneys for Plaintiff

BIRGIT A. FLADAGER, District Attorney
County of Stanislaus, State of California

DATED: _____

By: _____ David J. Irely for
BIRGIT A. FLADAGER
District Attorney
Attorneys for Plaintiff

CARL V. ADAMS, District Attorney
County of Sutter, State of California

DATED: _____

By: _____ David J. Irely for
CARL V. ADAMS
District Attorney
Attorneys for Plaintiff

GREGG COHEN, District Attorney
County of Tehama, State of California

DATED: _____

By: _____ David J. Irely for
GREGG COHEN
District Attorney
Attorneys for Plaintiff

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JILL R. RAVITCH, District Attorney
County of Sonoma, State of California

DATED: _____

By: _____
MATTHEW T. CHEEVER
Deputy District Attorney
Attorneys for Plaintiff

BIRGIT A. FLADAGER, District Attorney
County of Stanislaus, State of California

DATED: 4/9/12

By: _____ David J. Irey for
BIRGIT A. FLADAGER
District Attorney
Attorneys for Plaintiff

CARL V. ADAMS, District Attorney
County of Sutter, State of California

DATED: 4/9/12

By: _____ David J. Irey for
CARL V. ADAMS
District Attorney
Attorneys for Plaintiff

GREGG COHEN, District Attorney
County of Tehama, State of California

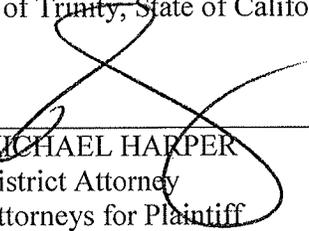
DATED: 4/9/12

By: _____ David J. Irey for
GREGG COHEN
District Attorney
Attorneys for Plaintiff

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MICHAEL HARPER, District Attorney
County of Trinity, State of California

DATED: 4/9/12

By: 
MICHAEL HARPER
District Attorney
Attorneys for Plaintiff

David J. Irej for

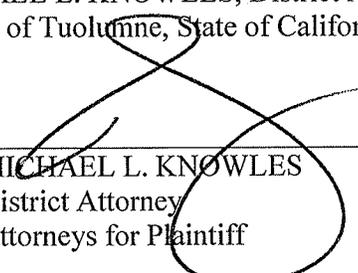
PHILLIP CLINE, District Attorney
County of Tulare, State of California

DATED: _____

By: _____
RODNEY M. BLACO
Deputy District Attorney
Attorneys for Plaintiff

MICHAEL L. KNOWLES, District Attorney
County of Tuolumne, State of California

DATED: 4/9/12

By: 
MICHAEL L. KNOWLES
District Attorney
Attorneys for Plaintiff

David J. Irej for

JEFF W. REISIG, District Attorney
County of Yolo, State of California

DATED: _____

By: _____
LARRY BARLLY
Supervising Deputy District Attorney
Attorneys for Plaintiff

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MICHAEL HARPER, District Attorney
County of Trinity, State of California

DATED: _____

By: _____ David J. Irej for

MICHAEL HARPER
District Attorney
Attorneys for Plaintiff

PHILLIP CLINE, District Attorney
County of Tulare, State of California

DATED: 4/9/12

By:  _____

RODNEY M. BLACO
Deputy District Attorney
Attorneys for Plaintiff

MICHAEL L. KNOWLES, District Attorney
County of Tuolumne, State of California

DATED: _____

By: _____ David J. Irej for

MICHAEL L. KNOWLES
District Attorney
Attorneys for Plaintiff

JEFF W. REISIG, District Attorney
County of Yolo, State of California

DATED: _____

By: _____

LARRY BARLLY
Supervising Deputy District Attorney
Attorneys for Plaintiff

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MICHAEL HARPER, District Attorney
County of Trinity, State of California

DATED: _____

By: _____ David J. Irey for

MICHAEL HARPER
District Attorney
Attorneys for Plaintiff

PHILLIP CLINE, District Attorney
County of Tulare, State of California

DATED: _____

By: _____

RODNEY M. BLACO
Deputy District Attorney
Attorneys for Plaintiff

MICHAEL L. KNOWLES, District Attorney
County of Tuolumne, State of California

DATED: _____

By: _____ David J. Irey for

MICHAEL L. KNOWLES
District Attorney
Attorneys for Plaintiff

JEFF W. REISIG, District Attorney
County of Yolo, State of California

DATED: April 9, 2012

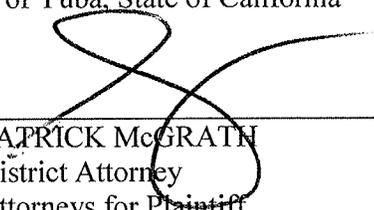
By: *Larry Barilly*

LARRY BARILLY
Supervising Deputy District Attorney
Attorneys for Plaintiff

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PATRICK McGRATH, District Attorney
County of Yuba, State of California

DATED: 4/10/12

By: 
PATRICK McGRATH
District Attorney
Attorneys for Plaintiff

David J. Irely for

FOR DEFENDANT:

DATED: _____

By: _____
Carole A. DeNale
Senior Vice President and Treasurer
CVS Pharmacy, Inc.

REVIEWED AS TO FORM AND
CONTENT:

DATED: _____

By: _____
Stephen J. O'Neil
Sheppard Mullin Richter & Hampton, LLP

IT IS SO ORDERED.

DATED: _____

By: _____
Judge of the Superior Court

PATRICK McGRATH, District Attorney
County of Yuba, State of California

DATED: _____

By: _____ David J. Irey for

PATRICK McGRATH
District Attorney
Attorneys for Plaintiff

FOR DEFENDANT:

DATED: April 10, 2012

By: [Signature]

Carol A. DeNale
Senior Vice President and Treasurer
CVS Pharmacy, Inc.

REVIEWED AS TO FORM AND
CONTENT:

DATED: April 11, 2012

By: [Signature]

Stephen J. O'Neil
Sheppard Mullin Richter & Hampton, LLP

This is a Final Judgment. The clerk is ordered to enter judgment.
The clerk is directed to give notice to Ventura County District Attorney
Gregory D. Totten of the entry of judgment and
his office is directed to serve notice on all other parties

IT IS SO ORDERED.

Lane

DATED: APR 16 2012

By: Barbara A Lane

Judge of the Superior Court

