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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

FILED
ALAMEDA COUNTY

JUN 01 2012

CLERK OF THE SUPERIOR COURT
By Charlotte Marin
Deputy

PEOPLE OF THE STATE OF CALIFORNIA,

v.

COSTCO WHOLESALE CORPORATION,

Plaintiff,

Defendant.

Case No. **HG 12632446**
STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION

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 Costco Wholesale Corporation ("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
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1 Final Judgment prior to trial. The Parties have agreed to settle the above captioned matter without
2 further litigation, as set forth below.

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

5 NOW THEREFORE, upon the consent of the Parties, it is hereby ORDERED, ADJUDGED,
6 AND DECREED:

7 **FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT**

8 **1. JURISDICTION**

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

12 **2. SETTLEMENT OF DISPUTED CLAIMS.**

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

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

24 **3. DEFINITIONS**

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

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

5 "DTSC" means the California Department of Toxic Substances Control.

6 "Facility" means any facility in the State of California listed on Exhibit A, except for the
7 gasoline dispensing operations that may occur at or in connection with such Facilities. Such gasoline
8 dispensing operations are specifically excluded from the scope of this Final Judgment. The specific
9 list of the locations of the Facilities attached as Exhibit A shall not be to the exclusion of other
10 locations that may have been inadvertently omitted from the list, where the Parties agree in writing
11 that an omitted location should be included. As to any locations that have been omitted, Defendant
12 shall provide the following to the People within thirty (30) days after the omission comes to the
13 attention of Defendant: (a) written notice of such additional locations; and (b) to the best of
14 Defendant's knowledge and belief, copies of any notices of violation and/or governmental inspection
15 reports applicable to such locations that have been received by that location since December 6, 2006.
16 If, after the People have had sufficient time in which to review the alleged reason for the omission,
17 and after Defendant has established to the satisfaction of the People that the omission was
18 inadvertent, the Parties shall agree in writing that the additional location be included in the Final
19 Judgment.

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

22 "Reverse Distribution" means a management process for returning unused, expired or
23 damaged drugs to specialized brokers for management, sometimes with a monetary credit to the
24 provider.

25 **4. INJUNCTIVE RELIEF**

26 Pursuant to the provisions of Health and Safety Code sections 25181, 25516, 25516.2, and
27 Business and Professions Code section 17203, and subject to Paragraph 24 below, Defendant is
28 permanently enjoined to comply with Chapters 6.5 and 6.95 of Division 20 of the Health and Safety

1 Code; Health & Safety Code sections 117600, et seq.; and the regulations promulgated under these
2 chapters, at each of its Facilities. Failure to comply with this injunction or any of the specific
3 additional injunctive provisions that follow, may subject Defendant to sanctions, including, but not
4 limited to, contempt and/or additional penalties. Paragraph 15, below, applies to any application or
5 motion for failure to comply with the injunctive provisions of this Final Judgment, including the
6 provisions of paragraphs 4.1 and 4.2.

7 **4.1 Specific Injunctive Provisions:**

8 Defendant shall comply with each of the following provisions:

9 4.1.a. Defendant shall lawfully dispose, or cause the disposal of, at a point authorized or
10 permitted by the DTSC, each hazardous waste it generates from (i) its tire centers; (ii) the use of
11 cleaning and maintenance products at its Facilities; and (iii) nicotine replacement therapies (subject to
12 paragraph 4.2 hereof), all in accordance with Health & Safety Code section 25189, at a landfill or
13 transfer station authorized to receive such hazardous waste.

14 4.1.b. Defendant shall determine, at each Facility, whether each item returned by a customer
15 to that facility is a waste and if so, is a "hazardous waste" as required by California Code of
16 Regulations, title 22, section 66262.11.

17 4.1.c. Defendant shall determine, at each Facility, whether each waste generated at that
18 facility as a result of a spill, container breakage or other means rendering the product not usable for
19 its intended purpose, is a "hazardous waste" as required by California Code of Regulations, title 22,
20 section 66262.11.

21 4.1.d. Defendant shall lawfully manage and timely dispose of all accumulated hazardous
22 waste from each Facility at least one time during every ninety (90) day period (unless a longer
23 interval is allowed for by law, in which case Defendant shall provide notice as specified herein).

24 4.1.e. Defendant shall not knowingly cause to be deposited, without the permission of the
25 owner, any hazardous substance upon the land of another.

26 4.1.f. Defendant shall timely cause to be prepared and filed with the DTSC a hazardous
27 waste manifest for all hazardous waste that is transported, or submitted for transportation, for offsite
28 handling, treatment, storage, disposal, or any combination thereof, as provided by Health & Safety

1 Code section 25160(b)(3) and California Code of Regulations, Title 22, section 66262.23; and shall
2 timely notify the DTSC by filing an exception report concerning the treatment, storage, or disposal
3 facility's failure to return any executed manifest.

4 4.1.g. Defendant shall transport, transfer custody of, or cause to be transported, each
5 hazardous waste using a transporter that is properly licensed and registered to do so, as required by
6 Health & Safety Code section 25163.

7 4.1.h. Defendant shall contact the transporter and/or the owner or operator of the designated
8 facility which was to receive any hazardous waste to determine the status of the hazardous waste in
9 the event of non-receipt of a copy of the manifest with the handwritten signature of the owner or
10 operator of the designated facility within thirty-five (35) days of the date the waste was accepted by
11 the initial transporter, as provided by Title 22 of the California Code of Regulations section
12 66262.42.

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

17 4.1.j. Defendant shall maintain properly designated and designed hazardous waste storage
18 areas, which include the segregation of hazardous wastes, and shall conduct weekly inspections of
19 hazardous waste storage areas, at each Facility, as required by California Code of Regulations, Title
20 22, sections 66262.34 and 66265.174.

21 4.1.k. Defendant shall, at each Facility, continuously implement, maintain, and submit to the
22 respective administering agency (as defined in Health and Safety Code sections 25501 and 25502), a
23 complete hazardous materials business plan, as required by Health and Safety Code sections 25504
24 and 25505 and California Code of Regulations, Title 19, section 2729, as applicable. Each hazardous
25 materials business plan shall include procedures for emergency response to a release or threatened
26 release of hazardous materials, as required by Health and Safety Code section 25503.5. Such plan
27 shall also include an employee training program that meets the requirements of Health and Safety
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1 Code section 25504, subdivisions (a) and (c), and California Code of Regulations, Title 19, section
2 2732.

3 4.1.l. Defendant shall comply with all employee training obligations required by
4 California Code of Regulations, Title 22, section 66265.16, pertaining to the handling of hazardous
5 waste, including, but not limited to, the requirement to maintain for a period of three (3) years, all
6 training documentation for each employee involved in hazardous waste handling at any Facility.

7 4.1.m. Defendant shall properly manage, mark, and store universal waste, as provided by
8 Title 22 of the California Code of Regulations sections 66273.13 - 66273.16 (repealer filed 2-4-2009)
9 and sections 66273.33 - 66273.36.

10 4.1.n. Defendant shall keep a record with the information required by section 66273.39,
11 subdivisions (a)(l) - (3), of each shipment of universal waste received at any Facility, as provided by
12 Title 22 of the California Code of Regulations section 66273.39. Such records may be stored
13 electronically.

14 4.1.o. Defendant shall comply with the California Medical Waste Management Act, Health
15 and Safety Code sections 117600, et seq.

16 **4.2. Reverse Distribution of Pharmaceuticals:**

17 4.2.a. By August 1, 2012, Defendant shall initiate work with appropriate stakeholders from
18 business and government, including the U.S. Environmental Protection Agency, the U.S. Food and
19 Drug Administration, and the DTSC, and thereafter either directly or through trade associations or
20 informal coalitions of interested parties, undertake to promote federal regulatory reform regarding the
21 proper management of nondispensable pharmaceuticals, including over-the-counter medications,
22 through Reverse Distribution. Such work shall include coordination and communication with
23 national retail trade associations. Progress on such work shall be included in the status reports
24 required by Paragraph 23 below.

25 4.2.b. During the term of this Final Judgment, the People shall only pursue a violation of this
26 Final Judgment or applicable law regarding the Reverse Distribution of such nondispensable
27 pharmaceuticals if Defendant has failed to demonstrate reasonable diligence in performing work on
28 the federal regulatory reform described in subparagraph 4.2.a. above, and provided further, nothing

1 herein shall prevent the People from pursuing appropriate enforcement of this Final Judgment or
2 applicable law regarding the reverse distribution of :

3 1. as to nondispensable pharmaceuticals for acts or omissions occurring on or
4 after ninety (90) days following receipt by Defendant of written notice as provided by
5 Paragraph 8 of the People's intent to do so, or;

6 2. as to nondispensable over-the-counter drugs for acts or omissions occurring on
7 or after one hundred eighty (180) days following receipt by Defendant of written notice as
8 provided by Paragraph 8 of the People's intent to do so, so as to allow the Parties an
9 opportunity to attempt to resolve any such dispute by means of good faith informal
10 negotiations.

11 **4.3 Compliance Program**

12 Prior to the date of filing of this Final Judgment, Defendant provided to the People its
13 program for proper handling, storage and transportation and disposal of hazardous materials and
14 wastes. Defendant shall maintain such program, or an equivalent program, as long as the injunction
15 is in effect. As used in this paragraph, "equivalent program" shall mean a program that is designed to
16 achieve compliance with Chapters 6.5 and 6.95 of Division 20 of the Health and Safety Code and the
17 regulations promulgated under these chapters in all material respects..

18 **4.4 Additional Environmental Program**

19 Within one hundred and twenty (120) days following entry of this Final Judgment, Defendant
20 shall establish a director position, one of whose primary responsibilities shall be to ensure compliance
21 with California's hazardous waste laws and regulations. It is recognized that this director may also
22 have other responsibilities including, without limitation, health and safety matters not related to
23 hazardous waste. Defendant shall maintain this position for a period of no less than three years
24 following its establishment.

25 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS,**
26 **COSTS, AND HAZARDOUS WASTE MINIMIZATION**

27 Defendant shall, within twenty-one (21) business days after entry of this Final Judgment, pay
28 civil penalties in the amount of ONE MILLION NINE HUNDRED SIXTY-SIX THOUSAND

1 DOLLARS (\$1,966,000.00), fund the supplemental environmental projects provided for in this Final
2 Judgment, in the amount of THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS
3 (\$325,000.00), and pay costs in the amount of TWO HUNDRED SIXTY- FOUR THOUSAND,
4 SEVEN HUNDRED DOLLARS (\$264,700.00). Said payments may be made as set forth in
5 paragraphs 5.1, 5.2, 5.3, and 5.4 below. On entry of this Final Judgment, Defendant shall deliver all
6 required payments to the District Attorney's Office for the County of San Joaquin, Attention: David
7 J. Irej, Supervising Deputy District Attorney, for distribution pursuant to the terms of this Final
8 Judgment.

9 **5.1 Civil Penalties**

10 5.1.a. Defendant shall pay ONE MILLION NINE HUNDRED SIXTY-SIX THOUSAND
11 DOLLARS (\$1,966,000.00) as civil penalties pursuant to Health and Safety Code sections 25189 and
12 25514, and Business and Professions Code section 17206, to the prosecuting agencies/regulatory
13 agencies identified in, and in accordance with the terms of, Exhibits B-1 and B-2, attached.

14 5.1.b. Additionally, Defendant shall pay ONE MILLION, SIXTY-ONE THOUSAND,
15 FOUR HUNDRED DOLLARS (\$1,061,400.00) as civil penalties to the prosecuting agencies
16 pursuant to section 17206 of the Business and Professions Code. However, payment of the entire
17 ONE MILLION, SIXTY-ONE THOUSAND, FOUR HUNDRED DOLLARS (\$1,061,400.00) of
18 civil penalties set forth in this paragraph 5.1.b., shall be stayed ("Stayed Penalty") for a period of five
19 (5) years from the date of entry of this Final Judgment. The Stayed Penalty shall become due and
20 payable in the event Defendant materially violates Health and Safety Code Section 25189,
21 subdivision (c) (the "Stayed Penalty Provision"). If Defendant fails to comply as set forth above
22 during the five (5) year period, then Defendant shall, subject to the provisions of section 5.1 herein,
23 pay the Stayed Penalty amount to the prosecuting agencies as follows:

- 24 (i) Upon the first instance of any violation of the Stayed Penalty Provision at or by a
25 Facility, Defendant shall pay between ONE THOUSAND DOLLARS (\$1,000.00) and FIVE
26 THOUSAND DOLLARS (\$5,000.00) depending on the facts and circumstances of each such
27 violation;

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1 (ii) Upon the second instance of any violation(s) of the Stayed Penalty Provision at a
2 Facility which has previously paid a Stayed Penalty for a violation of the Stayed Penalty
3 Provision, Defendant shall pay between FIVE THOUSAND DOLLARS (\$5,000.00) and
4 TWENTY THOUSAND DOLLARS (\$20,000.00) depending on the facts and circumstances
5 of each such violation;

6 (iii) Upon a third instance or any subsequent instance of any violation of the Stayed
7 Penalty Provision at a Facility that has paid a Stayed Penalty for at least two prior violations
8 of the Stayed Penalty Provision, Defendant shall pay between TEN THOUSAND DOLLARS
9 (\$10,000.00) and FIFTY THOUSAND DOLLARS (\$50,000.00) depending on the facts and
10 circumstances of each such subsequent violation.

11 In no event shall the total of all penalties paid pursuant to this paragraph 5.1.b exceed ONE
12 MILLION, SIXTY-ONE THOUSAND, FOUR HUNDRED DOLLARS (\$1,061,400.00).

13 **5.2 Supplemental Environmental Projects**

14 Defendant shall pay THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS
15 (\$325,000.00) for supplemental environmental projects identified in, and in accordance with the
16 terms of, Exhibit C, attached.

17 **5.3 Reimbursement of Costs of Investigation and Enforcement**

18 Defendant shall pay TWO HUNDRED SIXTY- FOUR THOUSAND, SEVEN HUNDRED
19 DOLLARS (\$264,700.00), for reimbursement of attorney's fees, costs of investigation, and other
20 costs of enforcement, to the entities identified in, and in accordance with the terms of, Exhibits D-1
21 and D-2, attached.

22 **5.4 Copy of Payments to Plaintiff's Representatives**

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

25 **6. ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES**

26 The People may move this Court for additional relief for any violation of any provision of this
27 Final Judgment, including but not limited to contempt, additional injunctive provisions, or additional
28 penalties consistent with the provisions of this Final Judgment. Nothing in this Final Judgment shall

1 limit any rights of the People to seek any other relief or remedies provided by law, or the rights of
2 Defendant to defend against any request of the People for such other relief or remedies.

3 7. **MATTERS COVERED BY THIS FINAL JUDGMENT**

4 7.1 This Final Judgment is a final and binding resolution and settlement of all claims,
5 violations or causes of action expressly alleged by the People in the Complaint or claims that could
6 have been asserted within the scope of the allegations set forth in the Complaint ("Covered Matters"),
7 against Defendant and its subsidiaries, affiliates, predecessors and corporate parents and each of their
8 affiliates and parents, successors, heirs, assigns and their respective shareholders, officers, directors,
9 partners, employees, agents, representatives, property owners, and facility operators ("Entities
10 Covered by Final Judgment"). The People further covenant not to sue the Entities Covered by Final
11 Judgment for any Covered Matter. Any claim, violation, or cause of action that is not a Covered
12 Matter is a "Reserved Claim." Reserved Claims include, without limitation, any violation that occurs
13 after the Court's entry of this Final Judgment. Nothing herein shall be interpreted to restrict any
14 claims that the People may assert against any independent contractors or subcontractors of the
15 Facilities for violations of applicable laws by such parties. The People reserve the right to pursue any
16 Reserved Claim, and Defendant reserves its defenses against any Reserved Claim.

17 7.2 Any claims or causes of action against Defendant for performance of cleanup,
18 corrective action, or response action for any actual past or future release, spill, or disposal of any
19 hazardous waste, hazardous substance, hazardous material, universal waste, sharps waste,
20 pharmaceutical waste, photo waste with silver, or any other material, substance or waste, that is
21 caused or contributed to by the Defendant at or from its California Facilities, and any claims or
22 causes of action for performance of cleanup, corrective action, or response action relating to
23 Defendant's disposal of same that are discovered by the People after execution of this Agreement are
24 Reserved Claims.

25 7.3 In any subsequent action that may be brought by the People based on any Reserved
26 Claim, Defendant agrees that it will not assert that failing to pursue the Reserved Claims as part of
27 this action constitutes claim-splitting. This Paragraph does not affect any statute of limitations, if
28 any, which may be applicable to any Reserved Claim or claims otherwise excluded from this Final

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

3 7.4 In the event litigation is filed by an entity that is not a party to this action against
4 Defendant or any affiliates arising out of or related to a Covered Matter, Defendant may, within thirty
5 (30) days following service of such litigation, notify the People of such litigation. Upon such timely
6 notice, the People will undertake a good faith effort to determine whether the subsequent litigation is
7 barred by the terms of this Final Judgment and the principle of *res judicata*. If the People determine
8 that the subsequent litigation is barred by the terms of this Final Judgment and the principle of *res*
9 *judicata*, the People may appear in person or in writing in such subsequent litigation to explain the
10 People's view of the effect of this Final Judgment on such litigation and the People will not oppose
11 Defendant in arguing that the subsequent litigation is barred by the principle of *res judicata*. No
12 language in this paragraph will preclude Defendant from asserting in any subsequent litigation any
13 and all applicable legal and equitable defenses regarding compliance with any provision in this Final
14 Judgment or the laws or regulations cited in this Final Judgment or cited in the Complaint, including,
15 but not limited to, *res judicata*.

16 7.5 The provisions of paragraph 7.1 are effective on the date of entry of the Final
17 Judgment. The continuing effect of paragraph 7.1 is expressly conditioned on Defendant's full
18 payment of the amounts due under paragraphs 5.1, 5.2 and 5.3 of this Final Judgment and compliance
19 with its injunctive terms.

20 7.6 Paragraph 7.1 does not limit the ability of the People to enforce the terms of this Final
21 Judgment.

22 7.7 Defendant covenants not to pursue any civil or administrative claims against the
23 People or against any agency of the State of California, any county in the State of California, or any
24 CUPA, Participating Agency or local agency (collectively "Agencies"), or against any of their
25 officers, employees, representatives, agents or attorneys, arising out of or related to any Covered
26 Matter; provided, however, that if any Agencies initiate claims against Defendant, Defendant reserves
27 any and all rights, claims, demands and defenses against such Agencies.

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1 7.8 Any event that is beyond the control of Defendant and that prevents it from timely
2 performing any obligation under paragraph 4 of this Final Judgment, despite its good faith efforts to
3 fulfill that obligation, is a "force majeure" event. The requirement that Defendant act in good faith to
4 fulfill the obligation includes the requirement that Defendant use its good faith efforts to anticipate
5 any potential force majeure event and use best efforts to address the effects of any potential force
6 majeure event: (1) as it is occurring, and (2) following the force majeure event, such that the delay is
7 minimized to the greatest extent possible. "Force majeure" does not include financial inability to
8 fund or complete the obligation.

9 **8. NOTICE**

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

11 For the People: David J. Irely
12 Supervising Deputy District Attorney
13 Office of the District Attorney of San Joaquin County
14 222 E. Weber Ave., Room 202
 Stockton, CA 95202

15 For Defendant: John Christopher Sullivan
16 Associate General Counsel
17 Costco Wholesale Corporation
18 Legal Department
 999 Lake Drive
 Issaquah, WA 98027

19 With Copies to: Michael Jacob Steel
20 Morrison & Foerster LLP
21 425 Market Street, 31st Floor
 San Francisco California 94105
 MSteel@mofo.com

22 Any Party may change its notice name and address by informing the other party in writing,
23 but no change is effective until it is received. All notices and other communications required or
24 permitted under this Final Judgment that are properly addressed as provided in this paragraph are
25 effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days
26 following deposit in the United States mail, postage prepaid, if delivered by mail, or the day that
27 electronic mail is sent if sent before 5 p.m. to the electronic mail addresses of the designated
28 recipients for notice concurrent with sending the notice by overnight mail.

1 **9. EFFECT OF FINAL JUDGMENT**

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

7 **10. LIABILITY OF THE PEOPLE**

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

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

15 The failure of the People to enforce any provision of this Final Judgment shall neither be
16 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The
17 failure of the People to enforce any such provision shall not preclude them from later enforcing the
18 same or any other provision of this Final Judgment, subject to Paragraph 24. Except as expressly
19 provided in this Final Judgment, Defendant retains all defenses allowed by law to any such later
20 enforcement. No oral advice, guidance, suggestions or comments by employees or officials of any
21 Party regarding matters covered in this Final Judgment shall be construed to relieve any Party of its
22 obligations under this Final Judgment.

23 **12. FUTURE REGULATORY CHANGES**

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

1 **13. APPLICATION OF FINAL JUDGMENT**

2 This Final Judgment shall apply to and be binding upon the People and upon Defendant and
3 its officers, managers, employees, agents, successors and assigns. No third party beneficiaries are
4 created through this Judgment, which shall be enforced only upon motion of one of the Parties or by
5 the Court *sua sponte*.

6 **14. AUTHORITY TO ENTER FINAL JUDGMENT**

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

10 **15. CONTINUING JURISDICTION**

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

19 **16. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

20 On reasonable notice, Defendant shall permit any duly authorized representative of the People
21 to inspect and copy records and documents as they deem reasonably necessary to determine
22 compliance with the terms of this Final Judgment. Nothing in this paragraph is intended to require
23 access to or production of any documents that are protected from production or disclosure by the
24 attorney-client privilege, attorney work product doctrine, any other applicable privilege, defense,
25 exemption, or immunity afforded to Defendant under applicable law, nor does it waive any of the
26 objections or defenses to which Defendant would be entitled in responding to requests for documents
27 made by subpoena or other formal legal process or discovery. This obligation shall not require
28 Defendant to alter its normal document-retention policies (including but not limited to policies

1 regarding backup tapes for electronic documents); provided, however, that Defendant's policies must
2 comply with Health and Safety Code Chapters 6.5 and 6.95; Health and Safety Code sections
3 117600, et seq.; and their implementing regulations. The Parties agree that Defendant may not be
4 deemed in violation of this Paragraph for failure to maintain such records unless Defendant fails to
5 exercise reasonable diligence in administering this record retention requirement. Nothing in this
6 paragraph is intended to limit the authority of any governmental agency to inspect Defendant or its
7 records and documents under applicable law.

8 **17. PAYMENT OF LITIGATION EXPENSES AND FEES**

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

11 **18. INTERPRETATION**

12 This Final Judgment was drafted equally by all Parties. The Parties agree that the rule of
13 construction holding that ambiguity is construed against the drafting party shall not apply to the
14 interpretation of this Final Judgment.

15 **19. COUNTERPART SIGNATURES**

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

17 **20. ENTRY AFTER SUBMISSION TO COURT**

18 The Parties seek approval of this Final Judgment upon submission to the Court and have
19 requested that the Court make a determination that the Final Judgment is fair and in the public
20 interest.

21 **21. INTEGRATION**

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

25 **22. MODIFICATION OF FINAL JUDGMENT**

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

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1 **23. STATUS REPORTS**

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

17 **24. TERMINATION OF FINAL JUDGMENT**

18 At any time after this Final Judgment has been in effect for five (5) years, and Defendant has
19 paid any and all amounts due under the Final Judgment, any party may provide notice to the Court
20 (which shall be served on all parties) that the injunctive provisions of this Final Judgment should
21 expire and have no further force and effect ("Notice of Termination"). The injunctive provisions of
22 this Final Judgment will be of no further force or effect sixty (60) days thereafter, unless the People
23 file a motion contesting the expiration of any injunctive provisions within forty (40) days of receipt
24 of the Notice of Termination. In the event that such motion is filed, none of the injunctive provisions
25 of the Final Judgment contested in the People's motion will terminate pending the Court's ruling on
26 the motion. The People reserve the right to contest termination exclusively on the grounds that
27 Defendant has not substantially complied in all material respects with the injunctive provisions of the
28 Final Judgment or has not been reasonably diligent in pursuing the actions described in Paragraph

1 4.2.a., and to offer any evidence relevant to such motion. Defendant reserves its rights to respond to
2 any ground raised in the People's motion and to offer any evidence relevant to such motion. The
3 injunctive provisions in the Final Judgment will expire and be of no further force or effect unless the
4 Court (upon consideration of the Parties' pleadings and arguments, if any) makes findings of fact and
5 determines that the expiration of the provision at issue would not be in the interest of justice, because
6 Defendant has not substantially complied in material respects with such provision or has not been
7 reasonably diligent in pursuing the actions described in Paragraph 4.2.a. The termination of the
8 injunctive provisions of the Final Judgment shall have no effect on Defendant's obligation to comply
9 with the requirements imposed by statute, regulation, ordinance, or law.

10 **IT IS SO STIPULATED.**

11 FOR THE PEOPLE:

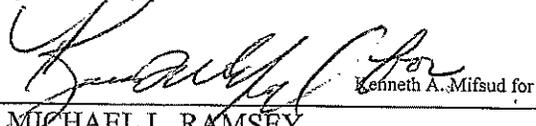
NANCY E. O'MALLEY, District Attorney
County of Alameda, State of California

12
13
14 DATED: 5-24-12

15 By: 
16 KENNETH A. MIFSUD
17 Senior Deputy District Attorney
18 Attorneys for Plaintiff

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

20
21 DATED: 5-24-12

22 By: 
23 MICHAEL L. RAMSEY
24 District Attorney
25 Attorneys for Plaintiff
26
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MARK A. PETERSON, District Attorney
County of Contra Costa, State of California

DATED: 5/21/12

By: *Stacey Grassini*
~~STACEY GRASSINI~~
Deputy 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

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

DATED: _____

By: _____ *David J. Irey for*
PAUL V. GALLEGOS
District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy 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

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

DATED: 5/21/2012

By: 
MICHAEL BRUMMEL
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____ David J. Irey for
PAUL V. GALLEGOS
District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy 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

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

DATED: _____

By: _____
MICHAEL BRUMMEL
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: 5/22/12

By: _____ David J. Irey for
PAUL V. GALLEGOS
District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy 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

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

DATED: _____

By: _____
MICHAEL BRUMMEL
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____ David J. Irej for
PAUL V. GALLEGOS
District Attorney
Attorneys for Plaintiff

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

DATED: 5-21-12

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

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

DATED: 5/18/2012

By: *Daniel J. Wright*
DANIEL J. WRIGHT
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy 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

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

DATED: _____

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

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

DATED: _____

By: _____

DANIEL J. WRIGHT
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: 5/21/2012

By: Andres H. Perez

ANDRES H. PEREZ
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____ David J. Irey for

LARRY D. MORSE
District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____

ANNE M. MICHAELS
Managing Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____

DANIEL J. WRIGHT
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____

ANDRES H. PEREZ
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: 5/22/12

By: _____ David J. Irey for

LARRY D. MORSE
District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____

ANNE M. MICHAELS
Managing Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____

DANIEL J. WRIGHT
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____

ANDRES H. PEREZ
Deputy 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

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

DATED: May 21, 2012

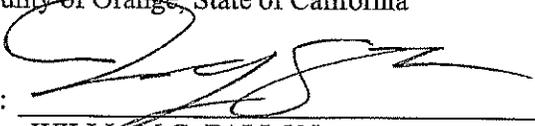
By: Anne M. Michaels

ANNE M. MICHAELS
Managing Deputy District Attorney
Attorneys for Plaintiff

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

DATED: 5/22/12

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

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

DATED: _____

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

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

DATED: _____

By: _____
TIFFANY GRANT
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

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

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

DATED: 5/22/12

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

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

DATED: _____

By: _____
TIFFANY GRANT
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

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

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: 5.23.12

By: *Tiffany Grant*
TIFFANY GRANT
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

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

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

DATED: _____

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

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

DATED: _____

By: _____
TIFFANY GRANT
Deputy District Attorney
Attorneys for Plaintiff

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

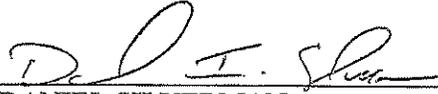
DATED: 5/24/12

By: Jane Crue
JANE CRUE
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: 5/23/2012

By: 
DANIEL SILVERMAN
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

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

DATED: _____

By: _____
JUNE D. CRAVETT
Chief 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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MICHAEL A. RAMOS, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DANIEL SILVERMAN
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: May 18, 2012

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

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

DATED: _____

By: _____
JUNE D. CRAVETT
Chief 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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MICHAEL A. RAMOS, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DANIEL SILVERMAN
Deputy District Attorney
Attorneys for Plaintiff

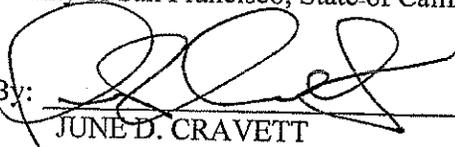
BONNIE M. DUMANIS, District Attorney
County of San Diego, State of California

DATED: _____

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

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

DATED: 5/18/12

By: 
JUNE D. CRAVETT
Asst. Chief 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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MICHAEL A. RAMOS, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DANIEL SILVERMAN
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

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

DATED: _____

By: _____
JUNE D. CRAVETT
Chief Deputy District Attorney
Attorneys for Plaintiff

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

DATED: 5/22/12

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

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

DATED: 5-25-12

By:  Kenneth A. Massey 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: _____ David J. Irely for
JOHN E. WILSON
Deputy District Attorney In Charge
Attorneys for Plaintiff

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

DATED: _____

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

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: 5/22/12

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

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

DATED: 5/22/12

By: _____ David J. Irey 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

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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: _____ David J. Irej for
JOHN E. WILSON
Deputy District Attorney In Charge
Attorneys for Plaintiff

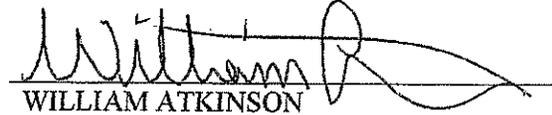
JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: _____

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

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

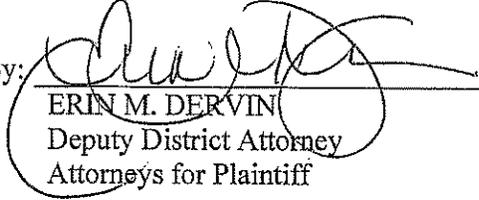
DATED: 5.21.12

By: 
WILLIAM ATKINSON
Supervising Assistant District Attorney
Attorneys for Plaintiff

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

DATED: 5/21/2012

By: 
ERIN M. DERVIN
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____
DIANE TAIRA
Deputy District Attorney
Attorneys for Plaintiff

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: _____

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

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

DATED: _____

By: _____

ERIN M. DERVIN
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: 5/24/12

By: *Diane Taira*

DIANE TAIRA
Deputy District Attorney
Attorneys for Plaintiff

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: _____

By: _____ David J. Irely for

BIRGIT A. FLADAGER
District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____
ERIN M. DERVIN
Deputy District Attorney
Attorneys for Plaintiff

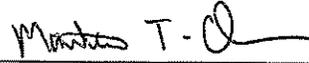
DONALD A. DU BAIN, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE TAIRA
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: 5/22/12

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

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

DATED: _____

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

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

DATED: _____

By: _____

ERIN M. DERVIN
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____

DIANE TAIRA
Deputy District Attorney
Attorneys for Plaintiff

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: 5/22/12

By: _____ David J. Irey for

BIRGIT A. FLADAGER
District Attorney
Attorneys for Plaintiff

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

DATED: May 23, 2012

By: 

RODNEY M. BLACO
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

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

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

DATED: _____

By: _____
JONATHAN H. RAVEN
Chief Deputy District Attorney
Attorneys for Plaintiff

FOR DEFENDANT:

DATED: _____

By: _____
JOHN CHRISTOPHER SULLIVAN
Associate General Counsel, Chief Compliance
Officer, Assistant Secretary, Vice President
COSTCO WHOLESALE CORPORATION

DATED: _____

By: _____
MICHAEL JACOB STEEL
MORRISON & FOERSTER LLP
Attorney for COSTCO WHOLESALE
CORPORATION

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

DATED: _____

By: _____

RODNEY M. BLACO
Deputy District Attorney
Attorneys for Plaintiff

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

DATED: 5/22/12

By: *Mitchell F. Disney*

MITCHELL F. DISNEY
Senior Deputy District Attorney
Attorneys for Plaintiff

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

DATED: _____

By: _____

JONATHAN H. RAVEN
Chief Deputy District Attorney
Attorneys for Plaintiff

FOR DEFENDANT:

DATED: _____

By: _____

JOHN CHRISTOPHER SULLIVAN
Associate General Counsel, Chief Compliance
Officer, Assistant Secretary, Vice President
COSTCO WHOLESALE CORPORATION

DATED: _____

By: _____

MICHAEL JACOB STEEL
MORRISON & FOERSTER LLP
Attorney for COSTCO WHOLESALE
CORPORATION

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

DATED: _____

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

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

DATED: _____

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

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

DATED: 5-22-12

By: 
JONATHAN H. RAVEN
Chief Deputy District Attorney
Attorneys for Plaintiff

FOR DEFENDANT:

DATED: _____

By: _____
JOHN CHRISTOPHER SULLIVAN
Associate General Counsel, Chief Compliance
Officer, Assistant Secretary, Vice President
COSTCO WHOLESALE CORPORATION

DATED: _____

By: _____
MICHAEL JACOB STEEL
MORRISON & FOERSTER LLP
Attorney for COSTCO WHOLESALE
CORPORATION

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

DATED: _____

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

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

DATED: _____

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

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

DATED: _____

By: _____
JONATHAN H. RAVEN
Chief Deputy District Attorney
Attorneys for Plaintiff

FOR DEFENDANT:

DATED: 23 May

By: John Sullivan
JOHN CHRISTOPHER SULLIVAN
Associate General Counsel, Chief Compliance
Officer, Assistant Secretary, Vice President
COSTCO WHOLESALE CORPORATION

DATED: May 24, 2012

By: Michael J. Steel GP
MICHAEL JACOB STEEL
MORRISON & FOERSTER LLP
Attorney for COSTCO WHOLESALE
CORPORATION

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IT IS SO ORDERED.

JUN 01 2012

DATED: _____

By: *Wesley J. Smith*
Judge of the Superior Court

EXHIBIT A

EXHIBIT A - FACILITIES LIST

Store No	Address	City	County	Zip
778	43621 Pacific Commons Blvd.	Fremont	Alameda	94538
1061	28505 Hesperian Blvd.	Hayward	Alameda	94545
823	22330 Hathaway Avenue	Hayward	Alameda	94541
146	2800 Independence Drive	Livermore	Alameda	94550
118	1900 Davis St.	San Leandro	Alameda	94577
1011	2100 Dr. Martin Luther King Jr. Parkway	Chico	Butte	95928
1002	2201 Verne Roberts Circle	Antioch	Contra Costa	94509
663	2400 Monument Blvd.	Concord	Contra Costa	94518
21	3150 Fostoria Way	Danville	Contra Costa	94526
482	4801 Central Ave.	Richmond	Contra Costa	94804
135	380 West Ashlan Blvd.	Clovis	Fresno	93612
31	4500 West Shaw Ave.	Fresno	Fresno	93722
657	7100 N Abby St.	Fresno	Fresno	93720
125	1006 West Wasbash Ave.	Eureka	Humboldt	95501
121	2030 N. Imperial Ave.	El Centro	Imperial	92243
688	3800 Rosedale Highway	Bakersfield	Kern	93308
643	4900 Panama Lane	Bakersfield	Kern	93313
428	2207 W. Commonwealth	Alhambra	Los Angeles	91803
412	1220 W. Foothill Blvd.	Azusa	Los Angeles	91702
677	1051 Burbank Blvd.	Burbank	Los Angeles	91506
44	21300 Roscoe Blvd.	Canoga Park	Los Angeles	91304
679	17550 Castleton St.	City of Industry	Los Angeles	91748
569	6333 Telegraph Rd.	Commerce	Los Angeles	90040
671	14501 Hindry Avenue	Hawthorne	Los Angeles	90250
564	12530 Prairie Ave.	Hawthorne	Los Angeles	90250
769	3560 West Century Blvd.	Inglewood	Los Angeles	90303
1050	340 Lakewood Center Mall	Lakewood	Los Angeles	90712
762	1141 West Avenue L	Lancaster	Los Angeles	93534
130	2901 Los Feliz Blvd.	Los Angeles	Los Angeles	90039
479	13463 Washington Blvd.	Marina del Rey	Los Angeles	90292
459	1345 Montebello Boulevard	Montebello	Los Angeles	90640
437	8810 Tampa Avenue	Northridge	Los Angeles	91324
410	12324 Hoxie Avenue	Norwalk	Los Angeles	90650
1071	13550 W. Paxton Street	Pacoima	Los Angeles	91331
1015	520 N. Lone Hill Ave.	San Dimas	Los Angeles	91773
447	18649 Via Princessa	Santa Clarita	Los Angeles	91351
424	2200 E Willow St.	Signal Hill	Los Angeles	90806
476	2751 Sky Park Drive	Torrance	Los Angeles	90505
48	6100 Sepulveda Blvd.	Van Nuys	Los Angeles	91411

EXHIBIT A - FACILITIES LIST

Store No	Address	City	County	Zip
117	5700 Lindero Canyon Road	West Lake Village	Los Angeles	91362
141	300 Vintage Way	Novato	Marin	94945
142	1445 R Street	Merced	Merced	95340
472	1339 N. Davis Road	Salinas	Monterey	93907
131	801 Tioga Avenue	Sand City	Monterey	93955
748	5401 Katella Avenue	Cypress	Orange	90630
411	17900 Newhope Street	Fountain Valley	Orange	92708
418	900 South Harbor Blvd.	Fullerton	Orange	92832
126	11000 Garden Grove Blvd.	Garden Grove	Orange	92843
454	115 Technology Drive West	Irvine	Orange	92618
777	101 N. Beach Blvd.	La Habra	Orange	90631
28	27972 Cabot Road	Laguna Niguel	Orange	92677
690	27220 Heather Ridge Road	Laguna Niguel	Orange	92677
429	33961 Doheny Park Road	San Juan Capistrano	Orange	92675
122	2655 El Camino Real	Tustin	Orange	92782
1001	2700 Park Ave.	Tustin	Orange	92782
445	22633 Savi Ranch Parkway	Yorba Linda	Orange	92887
29	6750 Stanford Ranch Road	Roseville	Placer	95678
432	480 McKinley St.	Corona	Riverside	91719
1032	215 Deininger Circle	Corona	Riverside	92880
638	79795 Highway 111	La Quinta	Riverside	92253
746	29315 Central Ave.	Lake Elsinore	Riverside	92532
960/961	11600 Riverside Drive	Mira Loma	Riverside	91752
455	12700 Day Street	Moreno Valley	Riverside	92553
441	72-800 Dinah Shore Drive	Palm Desert	Riverside	92211
491	26610 Ynez Road	Temecula	Riverside	92591
771	7000 Auburn Blvd.	Citrus Heights	Sacramento	95621
765	1800 Cavitt Drive	Folsom	Sacramento	95630
438	11260 White Rock Road	Rancho Cordova	Sacramento	95742
471	1600 Expo Parkway	Sacramento	Sacramento	95815
464	7981 E. Stockton Blvd.	Sacramento	Sacramento	95823
1043	970 Riverside Parkway, Suite 20	Sacramento	Sacramento	95605
473	13111 Peyton Drive	Chino Hills	San Bernardino	91709
627	16505 Sierra Lakes Parkway	Fontana	San Bernardino	92336
686	9404 Central Avenue	Montclair	San Bernardino	91763
678	11800 4th Street	Rancho Cucamonga	San Bernardino	91730
478	1099 E. Hospitality Lane	San Bernardino	San Bernardino	92408
1010	14555 Valley Center Drive	Victorville	San Bernardino	92392
462	951 Palomar Airport Rd.	Carlsbad	San Diego	92009

EXHIBIT A - FACILITIES LIST

Store No	Address	City	County	Zip
781	1136 Broadway	Chula Vista	San Diego	91910
460	895 East H Street	Chula Vista	San Diego	91910
469	8125 Fletcher Parkway	La Mesa	San Diego	91941
908	1001 W. 19th St.	National City	San Diego	91950
910	2222 Enrico Fermi	Otay Mesa	San Diego	92154
775	12155 Tech Center Drive	Poway	San Diego	92064
452	12350 Carmel Mountain Road	San Diego	San Diego	92128
488	2345 Fenton Parkway	San Diego	San Diego	92108
401	4605 Morena Blvd.	San Diego	San Diego	92117
578	7803 Othello Ave	San Diego	San Diego	92111
483	650 Gateway Center Drive	San Diego	San Diego	92102
400	4649 Morena Blvd.	San Diego	San Diego	92117
1080	725 Center Drive	San Marcos	San Diego	92069
403	101 Town Center Parkway	Santee	San Diego	92071
124	1755 Hacienda Drive	Vista	San Diego	92083
144	450 Tenth Street	San Francisco	San Francisco	94103
1091	2680 Reynolds Ranch Parkway	Lodi	San Joaquin	95240
38	1616 E Hammer Lane	Stockton	San Joaquin	95210
658	3250 W. Grant Line Rd.	Tracy	San Joaquin	95377
172/179/210	25862 S. Schulte Court	Tracy	San Joaquin	95377
1031	2440 Daniels St.	Manteca	San Joaquin	95336
741	1540 Froom Ranch Way	San Luis Obispo	San Luis Obispo	93401
147	1001 Metro Center Blvd.	Foster City	San Mateo	94404
1042	2300 Middlefield Road	Redwood City	San Mateo	94063
475	1600 El Camino Real	South San Francisco	San Mateo	94080
422	451 S. Airport Blvd.	South San Francisco	San Mateo	94080
474	7095 Market Place Drive	Goleta	Santa Barbara	93117
24	1335 South Bradley Road	Santa Maria	Santa Barbara	93454
760	7251 Camino Arroyo	Gilroy	Santa Clara	95020
143	1000 North Rengstorff	Mountain View	Santa Clara	94043
470	5301 Almaden Expressway	San Jose	Santa Clara	95118
1004	1709 Automation Parkway	San Jose	Santa Clara	95131
148	2201 Senter Road	San Jose	Santa Clara	95112
129	1601 Coleman Ave.	Santa Clara	Santa Clara	95050
423	150 Lawrence Station Rd.	Sunnyvale	Santa Clara	94086
149	220 Sylvania Ave.	Santa Cruz	Santa Cruz	95060
133	1300 Dana Drive	Redding	Shasta	96003
453	5101 Business Center Drive	Fairfield	Solano	94585
694	1051 Hume Way	Vacaville	Solano	95687

EXHIBIT A - FACILITIES LIST

Store No	Address	City	County	Zip
132	198 Plaza Drive	Vallejo	Solano	94591
659	5901 Redwood Drive	Rohnert Park	Sonoma	94928
41	1900 Santa Rosa Ave.	Santa Rosa	Sonoma	95407
661	3801 Pelandale Avenue	Modesto	Stanislaus	95356
782	2955 North Tegner Road	Turlock	Stanislaus	95380
1017	1405 W. Cameron Ave.	Visalia	Tulare	93277
420	2001 E. Ventura Blvd.	Oxnard	Ventura	93030
128	2660 Park Center Drive	Simi Valley	Ventura	93065
1003	2299 Bronze Star Dr.	Woodland	Yolo	95776
RELOCATED (see relocated locations above)				
136	2100 Dr. Martin Luther King Jr. Pkwy	Chico	Butte	95928
137	2201 Verne Roberts Circle	Antioch	Contra Costa	94509
822	6881 8th Street	Buena Park	Orange	90620
22	14601 Valley Center Drive	Victorville	San Bernardino	92392
787	7130 Miramar Road Suite #300A	San Diego	San Diego	92126
416	725 Center Drive	San Marcos	San Diego	92069
409	2300 Middlefield Road	Redwood City	San Mateo	94063
134	3750 S. Mooney	Visalia	Tulare	93277

EXHIBIT B-1

EXHIBIT B-1 - CIVIL PENALTIES

Agency	Civil Penalties - Business and Professions Code §17206	Civil Penalties - Health and Safety Code §25515.2	Total Prosecutor Penalties
Alameda Co. District Attorney's Office	\$ 96,000.00	\$ 96,000.00	\$ 192,000.00
Butte Co. District Attorney's Office	\$ 4,250.00	\$ -	\$ 4,250.00
Contra Costa Co. District Attorney's Office	\$ 17,000.00	\$ -	\$ 17,000.00
Fresno Co. District Attorney's Office	\$ 16,750.00	\$ -	\$ 16,750.00
Humboldt Co. District Attorney's Office	\$ 4,250.00	\$ -	\$ 4,250.00
Kern Co. District Attorney's Office	\$ 8,500.00	\$ -	\$ 8,500.00
Los Angeles City Attorney's Office	\$ 21,250.00	\$ -	\$ 21,250.00
Los Angeles Co. District Attorney's Office	\$ 38,250.00	\$ 38,250.00	\$ 76,500.00
Marin Co. District Attorney's Office	\$ 4,250.00	\$ -	\$ 4,250.00
Merced Co. District Attorney's Office	\$ 4,250.00	\$ -	\$ 4,250.00
Monterey Co. District Attorney's Office	\$ 8,500.00	\$ -	\$ 8,500.00
Orange Co. District Attorney's Office	\$ 88,000.00	\$ 88,000.00	\$ 176,000.00
Placer Co. District Attorney's Office	\$ 4,250.00	\$ -	\$ 4,250.00
Riverside Co. District Attorney's Office*	\$ 88,000.00	\$ 88,000.00	\$ 176,000.00
Sacramento Co. District Attorney's Office**	\$ 10,625.00	\$ 10,625.00	\$ 21,250.00
San Bernardino Co. District Attorney's Office [Includes \$14,000 CP for the Statewide Circuit Prosecutor Position (SWCPP)]	\$ 19,750.00	\$ 19,750.00	\$ 39,500.00
San Diego Co. District Attorney's Office	\$ 27,625.00	\$ 27,625.00	\$ 55,250.00
San Francisco Co. District Attorney's Office	\$ 4,250.00	\$ -	\$ 4,250.00
San Joaquin Co. District Attorney's Office	\$ 61,250.00	\$ 122,750.00	\$ 184,000.00
San Luis Obispo Co. District Attorney's Office	\$ 4,250.00	\$ -	\$ 4,250.00
San Mateo Co. District Attorney's Office	\$ 17,000.00	\$ -	\$ 17,000.00
Santa Clara Co. District Attorney's Office	\$ 14,875.00	\$ 14,875.00	\$ 29,750.00
Santa Cruz Co. District Attorney's Office	\$ 4,250.00	\$ -	\$ 4,250.00
Shasta Co. District Attorney's Office	\$ 4,250.00	\$ -	\$ 4,250.00
Solano Co. District Attorney's Office	\$ 88,000.00	\$ 88,000.00	\$ 176,000.00
Sonoma Co. District Attorney's Office	\$ 8,500.00	\$ -	\$ 8,500.00
Stanislaus Co. District Attorney's Office	\$ 8,500.00	\$ -	\$ 8,500.00
Tulare Co. District Attorney's Office	\$ 12,250.00	\$ -	\$ 12,250.00
Ventura Co. District Attorney's Office	\$ 12,500.00	\$ -	\$ 12,500.00
Yolo Co. District Attorney's Office - Consumer and Environmental Division	\$ 25,625.00	\$ 25,625.00	\$ 51,250.00
Totals - Prosecutor Civil Penalties***	\$ 727,000.00	\$ 619,500.00	\$ 1,346,500.00

* §25515.2: Costco shall pay \$88,000.00 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: Costco shall pay \$88,000.00 to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

** The money paid to the Sacramento District Attorney as costs and penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

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

EXHIBIT B-2

EXHIBIT B-2 - CIVIL PENALTIES

Agency	Total Civil Penalties Paid to Agency
Alameda Co. CUPAs:	
- City of San Leandro Environmental Services	\$ 4,250.00
- Fremont City Fire Department, Haz Mat Unit	\$ 4,250.00
- Livermore - Pleasanton Fire Department, Haz Mat Unit*	\$ 4,250.00
- Hayward City Fire Dept.	\$ 8,500.00
Butte Co. Environmental Health Dept.	\$ 4,250.00
Calif. Department of Toxic Substances Control	\$ 26,250.00
California Highway Patrol	\$ 4,000.00
Contra Costa Co. Health Services - Hazardous Materials Program	\$ 17,000.00
Fresno Co. Community Health Dept., Environmental Health Division	\$ 11,750.00
Humboldt Co. Division of Environmental Health	\$ 3,250.00
Imperial Co. - DTSC	\$ 3,250.00
Kern Co. - Bakersfield City Fire Department	\$ 7,500.00
Los Angeles Co. - Los Angeles Co. Fire Health Hazmat	\$ 121,500.00
Marin Co. Department of Public Works, Waste Management Division	\$ 3,250.00
Merced Co. Division of Environmental Health	\$ 4,250.00
Monterey Co. Health Dept.	\$ 8,500.00
Orange Co. - Orange Co. Health Care Agency - Env. Health**	\$ 51,000.00
Placer Co. - City of Roseville Fire Department	\$ 4,250.00
Riverside Co. Dept. of Environmental Health	\$ 34,750.00
Sacramento Co. Environmental Management Dept.	\$ 25,250.00
San Bernardino Co. Fire Dept. HAZMAT Div.	\$ 23,500.00
San Diego Co. Dept. of Environmental Health	\$ 70,250.00
San Francisco Co. - CUPA City & County Public Health Department	\$ 3,250.00
San Joaquin Co. - Environmental Health Dept.	\$ 48,500.00
San Luis Obispo Co. Environmental Health Services	\$ 3,250.00
San Mateo Co. - Environmental Health Division	\$ 15,000.00
Santa Barbara Co. Fire Dept.	\$ 7,500.00
Santa Clara Co. CUPAs:	
- Dept. of Environmental Health, Hazardous Materials Compliance Division	\$ 15,000.00
- Sunnyvale Dept. of Public Safety	\$ 3,250.00
- City of Gilroy Fire Dept.	\$ 3,250.00
Santa Clara Co. - City of Santa Clara Fire Department	\$ 3,250.00
Santa Cruz Co. Environmental Health	\$ 3,250.00
Shasta Co. Environmental Health Division	\$ 3,250.00
Solano Co. Environmental Health	\$ 12,750.00
Sonoma Co. CUPAs:	
- Sonoma Co. Fire & Emergency Services Dept.	\$ 3,250.00
- Santa Rosa City Fire Department	\$ 3,250.00
Stanislaus Co. Dept. of Environmental Resources	\$ 8,500.00
Tulare Co. Environmental Health	\$ 12,250.00
Ventura Co. CUPAs:	
- Oxnard Fire-CUPA	\$ 4,250.00
- Ventura County Environmental Health Division	\$ 4,250.00
Yolo Co. Environmental Health Department	\$ 17,250.00
Total - Agency Civil Penalties	\$ 619,500.00
<p>* The agency requested that the check be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account"</p>	
<p>** Fifty-One Thousand Dollars (\$51,000.00) is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.</p>	

EXHIBIT C

EXHIBIT C – SUPPLEMENTAL ENVIRONMENTAL PROJECTS

Defendant shall provide funds for the following Supplemental Environmental Projects to be administered by the Plaintiff's representatives identified in this Stipulation for Entry of Final Judgment and Permanent Injunction. Payments shall be made by Defendant on behalf of Plaintiff to the entities listed below, and delivered to Supervising Deputy District Attorney David J. Irely as set forth in Paragraph 5 of the Stipulation for Entry of Final Judgment and Permanent Injunction.

1. **Environmental Protection Prosecution Fund.** DEFENDANT shall provide the amount of Forty Thousand Dollars (\$40,000.00) to be used by the Craig Thompson Environmental Protection Prosecution Fund ("CTEPP Fund") for purposes consistent with the mission of the CTEPP Fund.
2. **California CUPA Forum*.** DEFENDANT shall provide the amount of Eighty-Two Thousand Five Hundred Dollars (\$82,500.00) to the CUPA Forum Environmental Protection Trust Fund, which is administered and to be used by the California Certified Unified Program Agency (CUPA) Forum, for purposes consistent with the mission of the Trust for the CUPA Forum.
3. **Environmental Enforcement and Training Account.** DEFENDANT shall provide the amount of Twenty Thousand Dollars (\$20,000.00), made payable to the "Secretary for the California Environmental Protection Agency" for deposit in the Environmental Enforcement and Training Account as set forth in Penal Code Section 14300 et seq., for purposes consistent with the mission of the Environmental Enforcement and Training Act of 2002.
4. **Western States Project*.** DEFENDANT shall provide the amount of Ten Thousand Dollars (\$10,000.00) to be used by the Western States Project for the purposes of providing training consistent with the objectives of the Western States Project.
5. **California Hazardous Materials Investigators Association (CHMIA)*.** DEFENDANT shall provide the amount of Ten Thousand Dollars (\$10,000.00) to be used by the CHMIA Board of Directors to fund scholarships for attendance and participation at the annual training conference presented by CHMIA.
6. **Cal Recycle.** DEFENDANT shall provide the amount of Eighty-One Thousand Two Hundred Fifty Dollars (\$81,250.00) to be used by the Department of Resources

Recycling and Recovery (Cal Recycle) (hereinafter "CalRecycle") for purposes consistent with the mission of Cal Recycle. The California Integrated Waste Management Act of 1989, which is administered by the Department of Resources Recycling and Recovery, requires each city, county, and regional agency, if any, to develop a source reduction and recycling element of an integrated waste management plan containing specified components, including a source reduction component, a recycling component, and a composting component. Local jurisdictions are responsible for education, outreach, and monitoring for this law, which also sets a statewide goal of recycling 75 percent of solid waste by 2020. The funds provided by Costco shall be used to provide grants designed to help reach that goal.

7. **The California Poison Control System.** DEFENDANT shall provide the amount of Eighty-One Thousand Two Hundred Fifty Dollars (\$81,250.00) to be used by The California Poison Control System for purposes consistent with the mission of The California Poison Control System (hereinafter "CPCS"). The CPCS, managed by the University of California San Francisco, School of Pharmacy, Department of Clinical Pharmacy, consists of four answering sites: UC Davis Medical Center (Sacramento Division), San Francisco General Hospital (San Francisco Division), Children's Hospital Central California (Fresno/Madera Division), UC San Diego Medical Center (San Diego Division). The central administrative office is located at UCSF's Laurel Heights campus in San Francisco. CPCS is a certified member of the American Association of Poison Control Centers.

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

EXHIBIT D-1

EXHIBIT D-1 - COSTS

Agency	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 27,000.00
Butte Co. District Attorney's Office	\$ 500.00
Contra Costa Co. District Attorney's Office	\$ 500.00
Fresno Co. District Attorney's Office	\$ 4,000.00
Humboldt Co. District Attorney's Office	\$ 500.00
Kern Co. District Attorney's Office	\$ 500.00
Los Angeles Co. District Attorney's Office	\$ 500.00
Marin Co. District Attorney's Office	\$ 500.00
Merced Co. District Attorney's Office	\$ 500.00
Monterey Co. District Attorney's Office	\$ 1,400.00
Orange Co. District Attorney's Office	\$ 22,000.00
Placer Co. District Attorney's Office	\$ 500.00
Riverside Co. District Attorney's Office	\$ 12,500.00
Sacramento Co. District Attorney's Office*	\$ 2,000.00
San Bernardino Co. District Attorney's Office [Includes \$3,750 CP for the Statewide Circuit Prosecutor Position (SWCPP)]	\$ 5,500.00
San Diego Co. District Attorney's Office	\$ 2,000.00
San Francisco Co. District Attorney's Office	\$ 500.00
San Joaquin Co. District Attorney's Office	\$ 50,500.00
San Luis Obispo Co. District Attorney's Office	\$ 500.00
San Mateo Co. District Attorney's Office	\$ 750.00
Santa Clara Co. District Attorney's Office	\$ 750.00
Santa Cruz Co. District Attorney's Office	\$ 500.00
Shasta Co. District Attorney's Office	\$ 500.00
Solano Co. District Attorney's Office	\$ 27,000.00
Sonoma Co. District Attorney's Office	\$ 500.00
Stanislaus Co. District Attorney's Office	\$ 500.00
Tulare Co. District Attorney's Office	\$ 1,700.00
Ventura Co. District Attorney's Office	\$ 3,700.00
Yolo Co. District Attorney's Office - Consumer and Environmental Division	\$ 14,000.00
Total - Prosecutor Costs	\$ 181,800.00

* The money paid to the Sacramento District Attorney as costs and penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

EXHIBIT D-2

EXHIBIT D-2 - COSTS

Agency	Total Costs to Agency
Alameda Co. CUPAs:	
- City of San Leandro Environmental Services	\$ 1,000.00
- Fremont City Fire Department, Haz Mat Unit	\$ 1,000.00
- Livermore - Pleasanton Fire Department, Haz Mat Unit*	\$ 1,000.00
- Hayward City Fire Dept.	\$ 1,000.00
Butte Co. Environmental Health Dept.	\$ 500.00
Calif. Department of Toxic Substances Control	\$ 11,500.00
California Highway Patrol	\$ 2,500.00
Fresno Co. Community Health Dept., Environmental Health Division	\$ 2,500.00
Los Angeles Co. - Los Angeles Co. Fire Health Hazmat	\$ 12,000.00
Merced Co. Division of Environmental Health	\$ 500.00
Monterey Co. Health Dept.	\$ 1,500.00
Orange Co. - Orange Co. Env. Health**	\$ 2,000.00
Placer Co. - City of Roseville Fire Department	\$ 1,000.00
Riverside Co. Dept. of Environmental Health	\$ 4,000.00
Sacramento Co. Environmental Management Dept.	\$ 7,500.00
San Bernardino Co. Fire Dept. HAZMAT Div.	\$ 1,250.00
San Diego Co. Dept. of Environmental Health	\$ 13,000.00
San Joaquin Co. - Environmental Health Dept.	\$ 8,000.00
San Luis Obispo Co. Environmental Health Services	\$ 1,000.00
Shasta Co. Environmental Health Division	\$ 500.00
Solano Co. Environmental Health	\$ 2,000.00
Sonoma Co. CUPAs:	
- Sonoma Co. Fire & Emergency Services Dept.	\$ 1,000.00
- Santa Rosa City Fire Department	\$ 1,000.00
Stanislaus Co. Dept. of Environmental Resources	
Tulare Co. Environmental Health	\$ 3,150.00
Yolo Co. Environmental Health Department	\$ 2,500.00
Total - Agency Costs	\$ 82,900.00

* The agency requested that the check be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account"

** Two Thousand Dollars (\$2,000.00) is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.