JAMES P. WILLETT
District Attorney of San Joaquin County
DAVID J. IREY, SBN 142864
Supervising Deputy District Attorney
222 E. Weber Ave., Room 202
Stockton, CA 95202
Telephone: (209) 468-2400
Facsimile: (209) 468-0314
email: David.Irey@sjcda.org

JACKIE LACEY
Los Angeles County District Attorney
DANIEL J. WRIGHT, SBN 129309
Deputy District Attorney
201 N. Figueroa Street, Suite 1200
Los Angeles, CA 90012
Telephone: (213) 580-3209
Facsimile: (213) 202-5990
email: dwright@da.lacounty.gov

PAUL ZELLERBACH
Riverside County District Attorney
DALE HOY, SBN 226182
Deputy District Attorney
3960 Orange Street, First Floor
Riverside, CA 92501-3707
Telephone: (951) 955-5400
Facsimile: (951) 955-9566
email: DHoy@RivCoDA.org

Attorneys for Plaintiff, People of the State of California

[Plaintiff's Counsel Continued on Attachment A]

FILED
13 SEP 24 AM 9:19
ROSA JUNQUEIRO, CLERK
BY TAMMY KRANICH
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, v. RITE AID CORPORATION, a Delaware corporation, Defendant.	Case No. 39-2013-00301944-CU-TT-STK STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION Action Filed: September 17, 2013 Dept. 33

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 Rite Aid Corporation, a Delaware 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 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 San Joaquin, 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.

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 Rite Aid retail stores, distribution centers, and medical walk-in clinics located within Rite Aid retail stores, as provided in **Exhibit A-1**, attached, and tractor trailers used to transport products and materials to and from such facilities, located in the State of California that are, as of September 18, 2013, owned, operated, licensed, or leased by Defendant (in its own capacity and/or through affiliates doing business in the state of California). "California Facilities" also includes the various Rite Aid retail stores listed in **Exhibit A-2**. The specific list of the locations of the California Facilities attached as **Exhibit A-1** and **A-2** 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.

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

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

"Rite Aid Facilities" means the California Facilities, and each of them, and any additional Rite Aid retail stores, distribution centers, medical walk-in clinics located within Rite Aid retail stores, and tractor trailers used to transport products and materials to and from such facilities, located in the State of California, that Defendant may in the future directly or indirectly open, operate, license or lease in California that are not listed in **Exhibit A-1** or **A-2**.

"Former Rite Aid Facilities" means those Rite-Aid retail stores, distribution centers, and medical walk-in clinics located within Rite Aid retail stores that were previously located within the State of California at any time relevant, but which, as of as of September 18, 2013 are no longer owned, operated, licensed, or leased by Defendant (in its own capacity and/or through affiliates doing business in the State of California). A list of the locations of the Former Rite Aid Facilities is provided in **Exhibit A-3**, attached. The specific list of the locations of the Former Rite Aid Facilities attached as **Exhibit A-3** 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.

4. INJUNCTIVE RELIEF

Pursuant to the provisions of Health and Safety Code sections 25181, 25516, 25516.2, 118325, and Business and Professions Code section 17203, but subject to Paragraph 23 below, Defendant shall comply with Chapters 6.5 and 6.95 of Division 20 of the Health and Safety Code; Health and Safety Code Sections 117600–118360; and the applicable regulations promulgated under these chapters, to the extent that these provisions apply to Defendant's business operations at Rite Aid 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 Rite Aid Facilities to the extent that these provisions apply to its business operations at the Rite Aid Facilities. With the exception of paragraphs 4.1.d and 4.1.e, these injunctive provisions do not

apply to the Rite Aid Facilities listed in Exhibit A-2:

4.1.a. Defendant shall not dispose, or cause the disposal, of any hazardous waste at a point in violation of Health & Safety Code Sections 25189 and 25189.2, including, without limitation, to any trash compactor, dumpster, drain, sink, or toilet at any of the Rite Aid 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 Rite Aid 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 and California Code of Regulations, Title 22, Section 66260.200.

4.1.c. Defendant shall manage every hazardous waste so identified pursuant to subparagraphs 4.1.a and 4.1.b in accordance with the requirements of Chapter 6.5 of the Health and Safety Code and its implementing regulations in the California Code of Regulations, Title 22.

4.1.d. Defendant shall not transport or 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, if applicable. 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.e. Defendant shall not transport or cause to be transported, any hazardous waste to a location in violation of Health & Safety Code Section 25189.5, if applicable.

4.1.f. Defendant shall cause the lawful and timely disposal of all accumulated hazardous waste from each Rite Aid Facility at least one time during every ninety (90) day period (unless a longer interval is allowed for by California Code of Regulations, Title 22, Section 66262.34 or other law); and shall timely cause to be prepared and filed with the Department of Toxic Substances Control ("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 DTSC by causing to be filed an exception report concerning the treatment, storage, or disposal facility's failure to return any executed manifest.

4.1.g. Defendant or Defendant's designated contractor 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 hazardous waste in the event of non-receipt of a copy of the manifest with the handwritten signature of the owner or operator of the designated facility within thirty-five (35) days of the date the waste was accepted by the initial transporter, as provided by California Code of Regulations, Title 22, Section 66262.42.

4.1.h. Defendant shall not treat, store, dispose of, transport, or offer for transportation, any hazardous waste without having received and used a proper identification number from the U.S. Environmental Protection Agency or DTSC for the originating Rite Aid Facility, if required by California Code of Regulations, Title 22, section 66262.12, subdivision (a).

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

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

4.1.k. Defendant shall comply with all applicable employee training obligations required by California Code of Regulations, Title 22, section 66262.34, pertaining to the management of hazardous waste. In addition, Defendant shall establish and maintain an employee training plan designed to enhance employee awareness of any applicable regulatory or statutory changes in environmental compliance requirements, including, but not limited to, changes in Chapters 6.5 and 6.95 of Division 20 of the Health & Safety Code, and of any applicable corresponding changes in Defendant's environmental compliance program(s).

4.1.l. Defendant shall have in place at all times a hazardous waste contingency plan and emergency procedures for each Rite Aid Facility if required by California Code of Regulations, Title 22, Sections 66262.34 and applicable provisions referenced therein.

4.1.m. Defendant shall, at each Rite Aid 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, if required by Health and Safety Code Sections 25503.5(a), 25504 and 25505 and California Code of Regulations, Title 19, Section 2729 et seq., as applicable. Each required 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 and California Code of Regulations, Title 19, section 2729.1. Such plan shall also include an employee training program that meets the requirements of Health and Safety Code Section 25504(c), and California Code of Regulations, Title 19, Section 2732.

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

4.1.o. Defendant shall properly manage, mark, and store universal waste in compliance with the standards for universal waste management found in California Code of Regulations, Title 22, Sections 66273.1 et seq., as applicable. In the alternative, Defendant may manage such waste as hazardous waste in accordance with the applicable requirements of Chapter 6.5 of the Health and Safety Code and its implementing regulations in the California Code of Regulations, Title 22, including, but not limited to, Section 66262.34.

4.1.p. Defendant shall comply with the California Medical Waste Management Act, Health and Safety Code Sections 117600 et seq., as applicable.

4.1.q. 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(b).

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4.2 Reverse Distribution of Pharmaceuticals

4.2.a. Beginning no later than December 1, 2013, Defendant shall work with or continue working with appropriate stakeholders from business and government, including the U.S. Environmental Protection Agency, the U.S. Food and Drug Administration, the California Department of Public Health and DTSC, either directly or through trade associations or informal coalitions of interested parties, undertaking to promote federal regulatory reform regarding the proper management of non-dispensable pharmaceuticals, including over-the-counter medications, through "reverse distribution." Such work may include coordination and communication with national retail trade associations. Progress on such work shall be included in the status reports required by Paragraph 22 below.

4.2.b. During the term of this Final Judgment, the People shall only pursue a violation of this Final Judgment or applicable law regarding the reverse distribution of pharmaceuticals if Defendant is unable to demonstrate reasonable diligence in performing work on the federal regulatory reform described in subparagraph 4.2.a above. For the purposes of this paragraph, "pharmaceuticals" shall have the same meaning as "drug" as defined by the Federal Food, Drug, and Cosmetic Act, 21 USC §321(g). Nothing herein shall prevent the People from pursuing appropriate enforcement of this Final Judgment or applicable law regarding the reverse distribution of non-dispensable pharmaceuticals for acts or omissions in violation of applicable law occurring on or after one hundred eighty (180) days following receipt by Defendant of written notice as provided by Paragraph 8 of the People's intent to do so. The Parties shall attempt to resolve any such dispute by means of good faith informal negotiations.

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

Defendant shall, within **twenty-one (21)** business days after entry of this Final Judgment, pay civil penalties, fund the supplemental environmental projects provided for in this Final Judgment, and pay costs in the manner as set forth in Paragraphs 5.1, 5.2, 5.4, and 5.5 below. Within **twenty-one (21)** business days after entry of this Final Judgment, Defendant shall deliver all required payments to the District Attorney's Office for the County of San Joaquin, Attention:

David J. Irey, Supervising Deputy District Attorney, for distribution pursuant to the terms of this Final Judgment.

5.1 Civil Penalties

Defendant shall, within **twenty-one (21)** business days after entry of this Final Judgment, pay NINE MILLION FOUR HUNDRED THOUSAND DOLLARS ($9,400,000.00) as civil penalties pursuant to Health and Safety Code sections 25189 and 25514, and Business and Professions Code section 17206, to the prosecuting agencies/regulatory agencies identified in, and in accordance with the terms of, **Exhibits B-1** and **B-2**, attached.

5.2 Supplemental Environmental Projects

Defendant shall, within **twenty-one (21)** business days after entry of this Final Judgment, pay ONE MILLION NINE HUNDRED SEVENTY FOUR THOUSAND DOLLARS ($1,974,000.00) for supplemental environmental projects identified in, and in accordance with the terms of, **Exhibit C**, attached.

5.3 Hazardous Waste Minimization

Defendant will continue to designate four (4) full-time employees, or equivalent, two (2) of whom are located in California, as responsible for environmental, health, regulatory and safety compliance assurance in the State of California. It is recognized that these employees may also have other responsibilities, including without limitation, environmental, health, regulatory, and safety matters not related to hazardous waste.

Defendant shall also, for all Rite Aid Facilities (excluding those facilities listed in Exhibit A-2): (a) utilize enhanced packaging procedures for returns processed through Defendant's reverse logistics system, (b) continue ongoing implementation of Defendant's dumpster lock-bar program, (c) review contents of returns to ensure proper use of Defendant's reverse logistics system, (d) continue the use of electronic scanning devices to enhance Defendant's management of damaged items at store level, and (e) implement program to convert certain Rite Aid Facilities to long-lasting, energy efficient lighting aimed at reducing the frequency and volume of replacement and disposal of discarded fluorescent bulbs.

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5.4 Reimbursement of Costs of Investigation and Enforcement

Defendant shall, within **twenty-one (21)** business days after entry of this Final Judgment, pay NINE HUNDRED AND FIFTY THOUSAND DOLLARS ($950,000.00) 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 D-1** and **D-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. Except as otherwise set forth herein, 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.

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, Rite Aid Facilities and Former Rite Aid 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, subject, however, to the terms of this Final Judgment, including without limitation, subparagraph 4.2.b. Nothing herein shall be interpreted to restrict

any claims that the People may assert against any independent contractors or subcontractors of the Rite Aid Facilities or the Former Rite Aid 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 by the People 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, or photo waste with silver that is caused or contributed to by the Defendant at or from its California Facilities, and any claims or causes of action by the People 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 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.

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 or any CUPA, Participating Agency or local agency, any county in the State of California 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 of the foregoing entities initiate claims against Defendant, Defendant reserves any and all rights, claims, demands and defenses against such entities.

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

8. <u>NOTICE</u>

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

For the People:

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

With a copy to:

Daniel J. Wright
Deputy District Attorney
Office of the District Attorney of Los Angeles County
201 N. Figueroa Street, Suite 1200
Los Angeles, CA 90012
dwright@da.lacounty.gov

For Defendant:

Matthew Schroeder
Group Vice President
Strategy, Investor Relations and Treasurer
Rite Aid Corporation
30 Hunter Lane
Camp Hill, PA 17011

With copy to:

General Counsel
Rite Aid Corporation
30 Hunter Lane
Camp Hill, PA 17011

Ted Wolff
Manatt Phelps Phillips LLP
7 Times Square
New York, NY 10036
TWolff@manatt.com

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. <u>EFFECT OF FINAL JUDGMENT</u>

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, their attorneys, and their investigators, 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, their attorneys, and their investigators, 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 23. 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 officials of any Party regarding Covered Matters 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, Defendant may comply with those laws that require less stringent obligations in lieu of those set forth herein.

13. APPLICATION OF FINAL JUDGMENT

This Final Judgment shall apply to and be binding upon the People and upon Defendant

and its officers, directors, managers, employees, agents, successors and assigns. Nothing in this Final Judgment shall create personal liability for Defendant's officers, directors, managers, employees or agents in their individual capacity.

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, including, without limitation, any matter arising under Paragraph 6 of this Final Judgment; 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 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, to the extent those provisions apply to the Rite Aid Facilities. 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 in connection with any Covered Matters in this Final Judgment.

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 and signed and delivered by e-mail or facsimile, which signatures shall have the same force and effect as original signatures.

20. 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.

21. 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.

22. 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 Paragraph 8 above. As used in this paragraph, Rite Aid Facilities does not include those facilities listed in Exhibit A-2. The status report shall (a) briefly summarize the actions that Defendant has taken at the corporate level related to the Rite Aid Facilities during the previous year in order to comply with its obligations under this Final Judgment; (b) disclose and provide copies of any written reports of inspections conducted by any CUPA or Participating Agency, that Defendant has received pertaining to environmental matters at the Rite Aid Facilities, and disclose any corrective measures taken as a result; and (c) set forth any penalties Defendant has paid to any governmental agency for alleged noncompliance with any environmental statute or regulation at the Rite Aid Facilities. Each status report shall be signed by an officer or corporate level manager of Defendant and authorized by Defendant to sign 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 Paragraphs 4, 4.1, and 4.2 of this Final Judgment.

23. <u>TERMINATION OF FINAL JUDGMENT</u>

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 Defendant's obligations under this Final Judgment, including without limitation, the injunctive provisions, should expire and have no further force and effect ("Notice of Termination"). Such obligations will be of no further force or effect sixty (60) days thereafter, unless the People file a motion contesting the expiration of such obligations 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 Paragraph 4.1 of the Final Judgment or has not been reasonably diligent in pursuing the actions described in Paragraph 4.2a., and to offer any evidence relevant to such motion. Defendant reserves its rights to respond to any grounds raised in the People's motion and to offer any evidence relevant to such motion. Defendant's obligations 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 the provisions of Paragraph 4.1 of the Final Judgment or has not been reasonably diligent in pursuing the actions described in Paragraph 4.2a. 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:

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

DATED: 9/24/13

By: _____
DAVID J. IREY
Supervising Deputy District Attorney

JACKIE LACEY, District Attorney
County of Los Angeles, State of California

DATED: 9/12/13

By: Daniel J. Wright
DANIEL J. WRIGHT
Deputy District Attorney

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

DATED: 9/12/13

By: _____
DALE HOY
Deputy District Attorney

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

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

JOHN R. POYNER, District Attorney
County of Colusa, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
DALE HOY
Deputy District Attorney

ADDITIONAL COUNSEL FOR PLAINTIFF:

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

DATED: 9-13-13 By: _____
KENNETH A. MIFSUD
Senior Deputy District Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

JOHN R. POYNER, District Attorney
County of Colusa, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
DALE HOY
Deputy District Attorney

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

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

DATED: 9/17/13 By: Robert E. Nichols
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9/16/13 By: Robert E. Nichols
ROBERT E. NICHOLS
Deputy District Attorney

JOHN R. POYNER, District Attorney
County of Colusa, State of California

DATED: 9/16/13 By: Robert E. Nichols
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9/13/13

By: _____
STACEY GRASSINI
Deputy District Attorney

KATHERINE MICKS, Acting District Attorney
County of Del Norte, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
MICHAEL BRUMMEL
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
STACEY GRASSINI
Deputy District Attorney

KATHERINE MICKS, Acting District Attorney
County of Del Norte, State of California

DATED: 9/16/13 By: _____
ROBERT E. NICHOLS for Katherine Micks
~~Deputy District Attorney~~

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

DATED: 9/16/13 By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

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County of Humboldt, State of California

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County of Contra Costa, State of California

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County of Del Norte, State of California

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Deputy District Attorney

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County of El Dorado, State of California

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Deputy District Attorney

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

DATED: 9/12/2013 By: _____
MICHAEL BRUMMEL
Deputy District Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

THOMAS L. HARDY, District Attorney
County of Inyo, State of California

DATED: 9/16/13

By: _____
ROBERT E. NICHOLS for Thomas Hardy
~~Deputy District Attorney~~ District Attorney

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

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy District Attorney

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

DATED: 9/17/13

By: _____
~~ROBERT E. NICHOLS~~ for Larry Crouch
Chief Asst. ~~Deputy~~ District Attorney

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

DATED: 9/16/13

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

ROBERT M. BURNS, District Attorney
County of Lassen, State of California

DATED: 9/17/13

By: _____
ROBERT E. NICHOLS for Robert Burns
~~Deputy~~ District Attorney

THOMAS L. HARDY, District Attorney
County of Inyo, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9-13-13 By: _____
JOHN T. MITCHELL
Deputy District Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

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ROBERT E. NICHOLS
Deputy District Attorney

ROBERT M. BURNS, District Attorney
County of Lassen, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

MICHAEL N. FEUER, City Attorney
City of Los Angeles, State of California

DATED: _____ By: _____
PATRICIA BILGIN
Assistant City Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
ANDRES H. PEREZ
Deputy District Attorney

THOMAS K. COOKE, District Attorney
County of Mariposa, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

MICHAEL N. FEUER, City Attorney
City of Los Angeles, State of California

DATED: _____ By: _____
PATRICIA BILGIN
Assistant City Attorney

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

DATED: 9/16/13 By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
ANDRES H. PEREZ
Deputy District Attorney

THOMAS K. COOKE, District Attorney
County of Mariposa, State of California

DATED: 9/16/13 By: _____
ROBERT E. NICHOLS for Thomas Cooke
~~Deputy~~ District Attorney

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

DATED: 9/16/13 By: _____
ROBERT E. NICHOLS
Deputy District Attorney

MICHAEL N. FEUER, City Attorney
City of Los Angeles, State of California

DATED: _____ By: _____
PATRICIA BILGIN
Assistant City Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9/13/2013 By: Andres H. Perez
ANDRES H. PEREZ
Deputy District Attorney

THOMAS K. COOKE, District Attorney
County of Mariposa, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9/17/13

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

JORDAN FUNK, District Attorney
County of Modoc, State of California

DATED: 9/18/13

By: _____
ROBERT E. NICHOLS for JORDAN FUNK
~~Deputy~~ District Attorney

TIM KENDALL, District Attorney
County of Mono, State of California

DATED: 9/16/13

By: _____
ROBERT E. NICHOLS for Tim Kendall
~~Deputy~~ District Attorney

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

DATED: _____

By: _____
ANNE M. MICHAELS
Assistant District Attorney

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

DATED: _____

By: _____
CATHERINE C. BORSETTO
Deputy District Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

JORDAN FUNK, District Attorney
County of Modoc, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

TIM KENDALL, District Attorney
County of Mono, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: Sept. 12, 2013 By: Anne M. Michaels
ANNE M. MICHAELS
Assistant District Attorney

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

DATED: _____ By: _____
CATHERINE C. BORSETTO
Deputy District Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

JORDAN FUNK, District Attorney
County of Modoc, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

TIM KENDALL, District Attorney
County of Mono, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
ANNE M. MICHAELS
Assistant District Attorney

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

DATED: 9.12.2013 By: _____
CATHERINE C. BORSETTO
Deputy District Attorney

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

DATED: 9/16/13

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

DAVID HOLLISTER, District Attorney
County of Plumas, State of California

DATED: 9/17/13

By: _____
ROBERT E. NICHOLS for David Hollister
~~Deputy~~ District Attorney

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

DATED: _____

By: _____
DOUGLAS WHALEY
Deputy District Attorney

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

DATED: _____ By: _____
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Deputy District Attorney

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County of Orange, State of California

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DAVID HOLLISTER, District Attorney
County of Plumas, State of California

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Deputy District Attorney

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

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

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DAVID HOLLISTER, District Attorney
County of Plumas, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
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JAN SCULLY, District Attorney
County of Sacramento, State of California

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Deputy District Attorney

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County of Nevada, State of California

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ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

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JANE CRUE
Deputy District Attorney

DAVID HOLLISTER, District Attorney
County of Plumas, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9/2/13 By: _____
DOUGLAS WHALEY
Deputy District Attorney

CANDICE HOOPER-MANCINO, District Attorney
County of San Benito, State of California

DATED: 9/16/13

By: [signature]
ROBERT E. NICHOLS for Candice Hooper-Mancino, DA
~~Deputy~~ District Attorney

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

DATED: _____

By: _____
DANIEL I. SILVERMAN
Deputy District Attorney

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

DATED: _____

By: _____
MICHAEL R. HUDSON
Deputy City Attorney

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

DATED: _____

By: _____
KAREN I. DOTY
Deputy District Attorney

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

DATED: _____

By: _____
REBECCA D. WAGNER
Assistant District Attorney

CANDICE HOOPER-MANCINO, District Attorney
County of San Benito, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9/17/2013 By: _____
DANIEL I. SILVERMAN
Deputy District Attorney

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

DATED: _____ By: _____
MICHAEL R. HUDSON
Deputy City Attorney

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

DATED: _____ By: _____
KAREN I. DOTY
Deputy District Attorney

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

DATED: _____ By: _____
REBECCA D. WAGNER
Assistant District Attorney

CANDICE HOOPER-MANCINO, District Attorney
County of San Benito, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
DANIEL I. SILVERMAN
Deputy District Attorney

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

DATED: 9.13.13 By: _____
MICHAEL R. HUDSON
Deputy City Attorney

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

DATED: _____ By: _____
KAREN I. DOTY
Deputy District Attorney

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

DATED: _____ By: _____
REBECCA D. WAGNER
Assistant District Attorney

CANDICE HOOPER-MANCINO, District Attorney
County of San Benito, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
DANIEL I. SILVERMAN
Deputy District Attorney

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

DATED: _____ By: _____
MICHAEL R. HUDSON
Deputy City Attorney

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

DATED: September 12, 2013 By: Karen I. Doty
KAREN I. DOTY
Deputy District Attorney

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

DATED: _____ By: _____
REBECCA D. WAGNER
Assistant District Attorney

CANDICE HOOPER-MANCINO, District Attorney
County of San Benito, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
DANIEL I. SILVERMAN
Deputy District Attorney

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

DATED: _____ By: _____
MICHAEL R. HUDSON
Deputy City Attorney

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County of San Diego, State of California

DATED: _____ By: _____
KAREN I. DOTY
Deputy District Attorney

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

DATED: 9-12-2013 By: _____
REBECCA D. WAGNER
Assistant District Attorney

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

DATED: September 13, 2013

By: _____
STEVEN D. VON DOHLEN
Deputy District Attorney

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

DATED: _____

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

JOYCE E. DUDLEY, District Attorney
County of Santa Barbara, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
TINA NUNES OBER
Deputy District Attorney

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

DATED: _____

By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney

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

DATED: _____ By: _____
STEVEN D. VON DOHLEN
Deputy District Attorney

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

DATED: 9-23-13 By: _____
JOHN E. WILSON
Deputy District Attorney In Charge

JOYCE E. DUDLEY, District Attorney
County of Santa Barbara, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
TINA NUNES OBER
Deputy District Attorney

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

DATED: _____ By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney

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

DATED: _____ By: _____
STEVEN D. VON DOHLEN
Deputy District Attorney

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

DATED: _____ By: _____
JOHN E. WILSON
Deputy District Attorney In Charge

JOYCE E. DUDLEY, District Attorney
County of Santa Barbara, State of California

DATED: 9/16/13 By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
TINA NUNES OBER
Deputy District Attorney

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

DATED: _____ By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney

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

DATED: _____ By: _____
STEVEN D. VON DOHLEN
Deputy District Attorney

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

DATED: _____ By: _____
JOHN E. WILSON
Deputy District Attorney In Charge

JOYCE E. DUDLEY, District Attorney
County of Santa Barbara, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9/13/13 By: _____
TINA NUNES OBER
Deputy District Attorney

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

DATED: _____ By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney

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

DATED: _____ By: _____
STEVEN D. VON DOHLEN
Deputy District Attorney

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

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JOYCE E. DUDLEY, District Attorney
County of Santa Barbara, State of California

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County of Santa Clara, State of California

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TINA NUNES OBER
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BOB LEE, District Attorney
County of Santa Cruz, State of California

DATED: 9/12/13 By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney

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

DATED: 09/13/2013 By: _____
ANAND B. JESRANI
Deputy District Attorney

J. KIRK ANDRUS, District Attorney
County of Siskiyou, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
CRISELDA B. GONZALEZ
Deputy District Attorney

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

DATED: _____ By: _____
ANN GALLAGHER-WHITE
Deputy District Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
ANAND B. JESRANI
Deputy District Attorney

J. KIRK ANDRUS, District Attorney
County of Siskiyou, State of California

DATED: 9/18/13 By: _____
ROBERT E. NICHOLS for Kirk Andrus
~~Deputy~~ District Attorney

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

DATED: _____ By: _____
CRISELDA B. GONZALEZ
Deputy District Attorney

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

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Deputy District Attorney

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County of Stanislaus, State of California

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County of Siskiyou, State of California

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ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: September 13, 2013 By: Criselda B. Gonzalez
CRISELDA B. GONZALEZ
Deputy District Attorney

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

DATED: _____ By: _____
ANN GALLAGHER-WHITE
Deputy District Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____ By: _____
ANAND B. JESRANI
Deputy District Attorney

J. KIRK ANDRUS, District Attorney
County of Siskiyou, State of California

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

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Deputy District Attorney

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

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9/16/13

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9/16/13

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

TIM WARD, District Attorney
County of Tulare, State of California

DATED: _____

By: _____
RODNEY M. BLACO
Deputy District Attorney

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

DATED: 9/16/13

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Deputy District Attorney

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

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County of Tehama, State of California

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ROBERT E. NICHOLS
Deputy District Attorney

TIM WARD, District Attorney
County of Tulare, State of California

DATED: 9/9/13 By: _____
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Deputy District Attorney

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County of Tuolumne, State of California

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County of Tehama, State of California

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TIM WARD, District Attorney
County of Tulare, State of California

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Deputy District Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9/13/2013 By: _____
MITCHELL F. DISNEY
Deputy District Attorney

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

DATED: September 16, 2013

By: _____
LARRY BARLLY
Supervising Deputy District Attorney

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

DATED: _____

_____
ROBERT E. NICHOLS
Deputy District Attorney

FOR THE DEFENDANT:

DATED: _____

_____
Matthew Schroeder
Group Vice President
Strategy, Investor Relations and Treasurer
RITE AID CORPORATION

REVIEWED AS TO FORM AND CONTENT:

DATED: _____

_____
Kenneth B. Julian
Manatt Phelps Phillips LLP
Attorney for RITE AID CORPORATION

IT IS SO ORDERED.

DATED: _____

_____
Judge of the Superior Court

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

DATED: _____ By: _____
LARRY BARLLY
Supervising Deputy District Attorney

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

DATED: 9/16/13 _____
ROBERT E. NICHOLS
Deputy District Attorney

FOR THE DEFENDANT:

DATED: _____ _____
Matthew Schroeder
Group Vice President
Strategy, Investor Relations and Treasurer
RITE AID CORPORATION

REVIEWED AS TO FORM AND CONTENT:

DATED: _____ _____
Kenneth B. Julian
Manatt Phelps Phillips LLP
Attorney for RITE AID CORPORATION

IT IS SO ORDERED.

DATED: _____ _____
Judge of the Superior Court

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

DATED: _____ By: _____
LARRY BARLLY
Supervising Deputy District Attorney

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

DATED: _____ _____
ROBERT E. NICHOLS
Deputy District Attorney

FOR THE DEFENDANT:

DATED: 9/17/13 _____
Matthew Schroeder
Group Vice President
Strategy, Investor Relations and Treasurer
RITE AID CORPORATION

REVIEWED AS TO FORM AND CONTENT:

DATED: 9/17/2013 _____
Kenneth B. Julian
Manatt Phelps Phillips LLP
Attorney for RITE AID CORPORATION

IT IS SO ORDERED.

DATED: SEP 2 4 2013 LINDA L. LOFTHUS
Judge of the Superior Court

ATTACHMENT A

Additional Counsel for the Plaintiff

NANCY E. O'MALLEY
Alameda County District Attorney
Kenneth A. Mifsud, SBN 144000
Senior Deputy District Attorney
7677 Oakport St., Ste. 650
Oakland, CA 94621
Telephone: (510) 383-8600

MICHAEL L. RAMSEY
Butte County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
Administration Building
25 County Center Drive, Suite 245
Oroville, CA 95965-3370
Telephone: (530) 538-7411

BARBARA M. YOOK
Calaveras County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
Government Center
891 Mountain Ranch Road
San Andreas, CA 95249
Telephone: (209) 754-6330

JOHN R. POYNER
Colusa County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
346 Fifth Street, Suite 101
Colusa, CA 95932
Telephone: (530) 458-0545

MARK A. PETERSON
Contra Costa County District Attorney
Stacey Grassini, SBN 154937
Deputy District Attorney
900 Ward Street
P.O. Box 670
Martinez, CA 94553-0150
Telephone: (925) 957-8604

KATHERINE MICKS
Del Norte County Acting District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
450 H Street, Room 171
Crescent City, CA 95531
Telephone: (707) 464-7210

VERN PIERSON
El Dorado County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
515 Main Street
Placerville, CA 95667
Telephone: (530) 621-6472

ELIZABETH A. EGAN
Fresno County District Attorney
Michael Brummel, SBN 236116
Deputy District Attorney
929 L. Street
Fresno, CA 93721
Telephone: (559) 600-3156

PAUL V. GALLEGOS
Humboldt County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
825 5th Street
Eureka, CA 95501
Telephone: (707) 445-7411

THOMAS L. HARDY
Inyo County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
168 North Edwards Street
P.O. Drawer D
Independence, CA 93526
Telephone: (760) 878-0282

LISA S. GREEN
Kern County District Attorney
John T. Mitchell, SBN 99967
Deputy District Attorney
1215 Truxtun Avenue
Bakersfield, CA 93301
Telephone: (661) 868-2340

GREG STRICKLAND
Kings County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
Kings County Government Center
1400 West Lacey Boulevard
Hanford, CA 93230
Telephone: (559) 582-0326

DON A. ANDERSON
Lake County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
255 N. Forbes Street
Lakeport, CA 95453-4790
Telephone: (707) 263-2251

ROBERT M. BURNS
Lassen County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
Courthouse
220 South Lassen Street, Suite 8
Susanville, CA 96130
Telephone: (530) 251-8283

MICHAEL N. FEUER
City Attorney of Los Angeles
Patricia Bilgin, SBN 164090
Assistant City Attorney
200 N. Main Street, 8th Floor, City Hall East
Los Angeles, CA 90012
Telephone: (213) 978-8040

MICHAEL R. KEITZ
Madera County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
209 W. Yosemite Avenue
Madera, CA 93637
Telephone: (559) 675-7726

EDWARD S. BERBERIAN, JR.
Marin County District Attorney
Andres H. Perez, SBN 186219
Deputy District Attorney
3501 Civic Center Drive, Room 130
San Rafael, CA 94903
Telephone: (415) 499-6495

THOMAS K. COOKE
Mariposa County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
5101 Jones Street
Post Office Box 730
Mariposa, CA 95338-0730
Telephone: (209) 966-3626

C. DAVID EYSTER
Mendocino County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
100 N. State Street, Room G-10
Ukiah, CA 95482
Telephone: (707) 463-4211

LARRY D. MORSE II
Merced County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
2222 M Street
Merced, CA 95340
Telephone: (209) 385-7381

JORDAN FUNK
Modoc County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
204 S. Court Street, Room 202
Alturas, CA 96101
Telephone: (530) 233-6212

TIM KENDALL
Mono County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
Old Courthouse, Main Street
P.O. Box 617
Bridgeport, CA 93517
Telephone: (760) 932-5550

DEAN D. FLIPPO
Monterey County District Attorney
Anne M. Michaels, SBN 136134
Assistant District Attorney
1200 Aguajito Road, Room 301
Monterey, CA 93940
Telephone: (831) 647-7770

GARY LIEBERSTEIN
Napa County District Attorney
Catherine C. Borsetto, SBN 176337
Deputy District Attorney
931 Parkway Mall
P.O. Box 720
Napa, CA 94559
Telephone: (707) 253-4211

CLIFFORD NEWELL
Nevada County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
110 Union Street
Nevada City, CA 95959
Telephone: (530) 265-1301

TONY RACKAUCKAS
Orange County District Attorney
William G. Fallon, SBN 190986
Deputy District Attorney
401 Civic Center Drive West
Santa Ana, CA 92701
Telephone: (714) 834-3600

R. SCOTT OWENS
Placer County District Attorney
Jane Crue, SBN 210122
Deputy District Attorney
10810 Justice Center Drive, Suite 240
Roseville, CA 95678
Telephone: (916) 543-8000

DAVID HOLLISTER
Plumas County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
520 Main Street, Room 404
Quincy, CA 95971
Telephone: (530) 283-6303

JAN SCULLY
Sacramento County District Attorney
Douglas Whaley, SBN 144557
Deputy District Attorney
906 G Street, Suite 700
Sacramento, CA 95814
Telephone: (916) 874-6174

CANDICE HOOPER-MANCINO
San Benito County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
419 4th Street
Hollister, CA 95023-3801
Telephone: (831) 636-4120

MICHAEL A. RAMOS
San Bernardino County District Attorney
Daniel I. Silverman, SBN 224762
Deputy District Attorney
412 W. Hospitality Lane, Suite 301
San Bernardino, CA 92415-0023
Telephone: (909) 891-3330

JAN GOLDSMITH
City Attorney of San Diego
Michael R. Hudson, SBN 121877
Deputy City Attorney
1200 Third Avenue, Suite 700
San Diego, CA 92101-4103
Telephone: (619) 533-5500

BONNIE M. DUMANIS
San Diego County District Attorney
Karen I. Doty, SBN 126448
Deputy District Attorney
330 West Broadway, Suite 750
San Diego, CA 92101
Telephone: (619) 531-4070

GEORGE GASCóN
San Francisco County District Attorney
Rebecca D. Wagner, SBN 165468
Assistant District Attorney
732 Brannan Street, Second Floor
San Francisco, CA 94103
Telephone: (415) 551-9500

GERALD T. SHEA
San Luis Obispo County District Attorney
Steven D. von Dohlen, SBN 182499
Deputy District Attorney
County Government Center, Room 450
San Luis Obispo, CA 93408
Telephone: (805) 781-5800

STEPHEN M. WAGSTAFFE
San Mateo County District Attorney
John E. Wilson, SBN 95602
Deputy District Attorney In Charge
400 County Center, Third Floor
Redwood City, CA 94063
Telephone: (650) 363-4732

JOYCE E. DUDLEY
Santa Barbara County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
1112 Santa Barbara Street
Santa Barbara, CA 93101
Telephone: (805) 568-2308

JEFFREY F. ROSEN
Santa Clara County District Attorney
Tina Nunes Ober, SBN 162750
Deputy District Attorney
70 West Hedding Street, West Wing
San Jose, CA 95110
Telephone: (408) 792-2525

BOB LEE
Santa Cruz County District Attorney
William Atkinson, SBN 88933
Supervising Assistant District Attorney
701 Ocean Street, Room 200
Santa Cruz, CA 95060
Telephone: (831) 454-2400

STEPHEN CARLTON
Shasta County District Attorney
Anand B. Jesrani, SBN 238252
Deputy District Attorney
1355 West Street
Redding, CA 96001-1632
Telephone: (530) 245-6300

J. KIRK ANDRUS
Siskiyou County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
311 4th Street, Room 204, Post Office Box 986
Yreka, CA 96097
Telephone: (530) 842-8125

DONALD A. DU BAIN
Solano County District Attorney
Criselda B. Gonzalez, SBN 146493
Deputy District Attorney
675 Texas Street, 4th Floor, # 4500
Fairfield, CA 94533-6340
Telephone: (707) 784-6800

JILL R. RAVITCH
Sonoma County District Attorney
Ann Gallagher-White, SBN 167419
Deputy District Attorney
2300 County Center Drive, Suite B-170
Santa Rosa, CA 95403
Telephone: (707) 565-3161

BIRGIT A. FLADAGER
Stanislaus County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
832 12th Street, Suite 300
Modesto, CA 95354
Telephone: (209) 525-5550

CARL V. ADAMS
Sutter County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
446 2nd Street, Suite 102
Yuba City, CA 95991-5525
Telephone: (530)822-7330

GREGG COHEN
Tehama County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
444 Oak Street, Room L
P.O. Box 519
Red Bluff, CA 96080
Telephone: (530) 527-3053

TIM WARD
Tulare County District Attorney
Rodney M. Blaco, SBN 212139
Deputy District Attorney
221 S. Mooney Blvd., Room 224
Visalia, CA 93291
Telephone: (559) 636-5494

MICHAEL KNOWLES
Tuolumne County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
423 North Washington Street
Sonora, CA 95370
Telephone: (209) 588-5450

GREGORY D. TOTTEN
Ventura County District Attorney
Mitchell F. Disney, SBN 138114
Deputy District Attorney
5720 Ralston Street, Suite 300
Ventura, CA 93009
Telephone: (805) 662-1750

JEFF W. REISIG
Yolo County District Attorney
Larry Barlly, SBN 114456
Supervising Deputy District Attorney
301 Second Street
Woodland, CA 95695-3415
Telephone: (530) 666-8180

PATRICK MCGRATH
Yuba County District Attorney
Robert E. Nichols, SBN 100028
Deputy District Attorney
215 Fifth Street, Ste. 152
Marysville, CA 95901
Telephone: (530) 749-7770

EXHIBIT A-1

EXHIBIT A-1

Store	Address	City	County	Zip
05922	3848 Castro Valley Boulevard	Castro Valley	Alameda	94546-4599
05918	3744 Mowry Avenue	Fremont	Alameda	94538-1428
05920	31091 Mission Boulevard	Hayward	Alameda	94544-7601
05921	24536 Hesperian Boulevard	Hayward	Alameda	94545-2034
05925	968 Murrieta Boulevard	Livermore	Alameda	94550-4063
06456	1350 North Vasco Road	Livermore	Alameda	94551-9212
05952	1991 Mountain Boulevard	Oakland	Alameda	94611-2812
06212	1400 Broadway	Oakland	Alameda	94612-2004
05944	2819 Hopyard Road	Pleasanton	Alameda	94588-5241
05937	1355 Macarthur Boulevard	San Leandro	Alameda	94577-3918
05942	31836 Alvarado Boulevard	Union City	Alameda	94587-3913
05943	1650 Decoto Road	Union City	Alameda	94587-3544
06087	650 Mangrove Avenue	Chico	Butte	95926-3947
06094	220 West East Avenue	Chico	Butte	95926-7215
06090	1583 Highway 99	Gridley	Butte	95948-3107
06548	14115 Lakeridge Circle	Magalia	Butte	95954-9470
06091	2700 Oro Dam Boulevard East	Oroville	Butte	95966-5117
06092	6007 Clark Road	Paradise	Butte	95969-4108
05999	230 South Main Street	Angels Camp	Calaveras	95222-0850
06088	1021 Bridge Street	Colusa	Colusa	95932-2839
05907	130 Alamo Plaza	Alamo	Contra Costa	94507-1550
05908	20 East 18Th Street	Antioch	Contra Costa	94509-2400
05909	3353 Deer Valley Road	Antioch	Contra Costa	94531-6664
06356	4100 Lone Tree Way	Antioch	Contra Costa	94531-6201
05935	580 Bailey Road	Bay Point	Contra Costa	94565-4304
05913	1905 Monument Boulevard	Concord	Contra Costa	94520-3858
05923	1560 Sycamore Avenue	Hercules	Contra Costa	94547-1701
05927	1165 Arnold Drive	Martinez	Contra Costa	94553-4104
05931	2555 Main Street	Oakley	Contra Costa	94561-1853
05933	27 Orinda Way	Orinda	Contra Costa	94563-2521
05915	2140 Contra Costa Boulevard	Pleasant Hill	Contra Costa	94523-3744
05940	3207 Crow Canyon Place	San Ramon	Contra Costa	94583-1325
05947	1997 Tice Valley Boulevard	Walnut Creek	Contra Costa	94595-2201
05948	1526 Palos Verdes Mall	Walnut Creek	Contra Costa	94597-2229
06040	575 M Street	Crescent City	Del Norte	95531-2827
06526	3101 Green Valley Road	Cameron Park	El Dorado	95682-7647
06057	1220 Broadway	Placerville	El Dorado	95667-5806
06058	31 Fair Lane	Placerville	El Dorado	95667-3922
06107	1020 Al Tahoe Boulevard	South Lake Tahoe	El Dorado	96150-4501
05849	1155 Shaw Avenue	Clovis	Fresno	93612-3928
05793	159 West Polk Street	Coalinga	Fresno	93210-2302
04072	2020 E Copper Avenue	Fresno	Fresno	93730-5402
05861	4224 East Shields Avenue	Fresno	Fresno	93726-7120
05862	1210 North Blackstone Avenue	Fresno	Fresno	93703-3606
05863	6074 North 1St Ave.	Fresno	Fresno	93710-5405
05865	2011 West Shaw Avenue	Fresno	Fresno	93711-3404
05869	3795 West Shields Avenue	Fresno	Fresno	93722-5247
05872	5574 East Kings Canyon	Fresno	Fresno	93727-4526
06289	4593 North Cedar Avenue	Fresno	Fresno	93726-2540
06295	1101 Fresno Street	Fresno	Fresno	93706-3235
06378	8027 North Cedar Avenue	Fresno	Fresno	93720-4827

EXHIBIT A-1

Store	Address	City	County	Zip
06476	2990 East Nees Avenue	Fresno	Fresno	93720-6008
05853	456 S Madera Avenue	Kerman	Fresno	93630-1019
05858	1721 East Manning Avenue	Reedley	Fresno	93654-9468
05860	2640 Floral Avenue	Selma	Fresno	93662-2602
06036	411 Harris Street	Eureka	Humboldt	95503-4416
06041	725 South Fortuna Boulevard	Fortuna	Humboldt	95540-3034
06037	1500 Anna Sparks Way Suite D	Mckinleyville	Humboldt	95519-4170
05674	405 West Main Street	Brawley	Imperial	92227-2244
06515	211 West Birch Street	Calexico	Imperial	92231-2348
05680	1501 West Main Street	El Centro	Imperial	92243-2211
05839	1375 Rocking W Drive	Bishop	Inyo	93514-1995
05809	1601 23Rd Street	Bakersfield	Kern	93301-3911
05811	1425 South H Street	Bakersfield	Kern	93304-4512
05814	2505 Mt Vernon Avenue	Bakersfield	Kern	93306-3199
05815	100 China Grade Loop	Bakersfield	Kern	93308-1739
05816	715 Airport Drive	Bakersfield	Kern	93308-4129
05817	8000 White Lane	Bakersfield	Kern	93309-7688
06195	9000-A Ming Avenue	Bakersfield	Kern	93311-1319
06294	2646 Allen Road	Bakersfield	Kern	93314-9542
06303	3225 Panama Lane	Bakersfield	Kern	93313-3732
06366	6001 Coffee Road	Bakersfield	Kern	93308-9414
06451	1107 Calloway Drive	Bakersfield	Kern	93312-6383
06549	11200 Olive Drive	Bakersfield	Kern	93312-5840
05837	9482 California City Boulevard	California City	Kern	93505-1700
05794	1809 Cecil Avenue	Delano	Kern	93215-1519
05797	5530 Lake Isabella Boulevard	Lake Isabella	Kern	93240-3740
06489	8008 Panama Rd	Lamont	Kern	93241-1322
05845	101 North China Lake Blvd	Ridgecrest	Kern	93555-3544
05846	2547 West Rosamond Blvd.	Rosamond	Kern	93560-6266
06302	150 East Lerdo Highway	Shafter	Kern	93263-2702
05800	1076 West Kern Street	Taft	Kern	93268-2743
05847	811 Tucker Road	Tehachapi	Kern	93561-2510
05807	2501 Highway 46	Wasco	Kern	93280-2919
06395	1500 Whitley Avenue	Corcoran	Kings	93212-2226
05796	707 West Lacey Boulevard	Hanford	Kings	93230-4326
06243	2500 North 10Th Avenue	Hanford	Kings	93230-7202
06475	820 N Lemoore Avenue	Lemoore	Kings	93245-2333
06026	15025 Olympic Drive	Clearlake	Lake	95422-9521
06105	2960 Main Street	Susanville	Lassen	96130-4730
05539	5747 Kanan Road	Agoura Hills	Los Angeles	91301-1601
05611	920 East Valley Boulevard	Alhambra	Los Angeles	91801-5226
05612	69 East Main Street	Alhambra	Los Angeles	91801-3514
05526	735 East Altadena Drive	Altadena	Los Angeles	91001-2302
05527	39 Las Tunas Drive	Arcadia	Los Angeles	91007-8511
06300	165 E Foothill Boulevard	Arcadia	Los Angeles	91006-2594
05576	153 East Gladstone Street	Azusa	Los Angeles	91702-4926
05577	14121 Ramona Boulevard	Baldwin Park	Los Angeles	91706-3146
05459	6959 Eastern Avenue	Bell Gardens	Los Angeles	90201-3926
05508	15924 Bellflower Boulevard	Bellflower	Los Angeles	90706-4602
05461	463 North Bedford Drive	Beverly Hills	Los Angeles	90210-4302
05462	300 North Canon Drive	Beverly Hills	Los Angeles	90210-4705

EXHIBIT A-1

Store	Address	City	County	Zip
05571	935 North Hollywood Way	Burbank	Los Angeles	91505-2816
06327	4710 Commons Way	Calabasas	Los Angeles	91302-3364
05541	8230 Topanga Canyon	Canoga Park	Los Angeles	91304-3840
05542	20141 Sherman Way	Canoga Park	Los Angeles	91306-3206
05556	16642 Soledad Canyon Rd	Canyon Country	Los Angeles	91387-3217
05562	31910 Castaic Road	Castaic	Los Angeles	91384-3927
05545	10120 Mason Avenue	Chatsworth	Los Angeles	91311-3301
05432	5490 Whittier Boulevard	Commerce	Los Angeles	90022-4113
06214	1001 North Central Avenue	Compton	Los Angeles	90222-3647
06313	107 South Long Beach Blvd	Compton	Los Angeles	90221-3423
05585	139 North Grand Avenue	Covina	Los Angeles	91724-2957
05463	3802 Culver Center Street	Culver City	Los Angeles	90232-3303
05464	11096 Jefferson Boulevard	Culver City	Los Angeles	90230-5520
05603	2797 South Diamond Bar Blvd.	Diamond Bar	Los Angeles	91765-3513
05466	7859 Firestone Boulevard	Downey	Los Angeles	90241-4220
05528	1335 East Huntington Drive	Duarte	Los Angeles	91010-2527
05588	3570 Santa Anita Avenue	El Monte	Los Angeles	91731-2456
IP61	9200 Telstar Ave.	El Monte	Los Angeles	91731-2814
05470	220 East Grand Avenue	El Segundo	Los Angeles	90245-3827
05546	17864 Ventura Boulevard	Encino	Los Angeles	91316-3615
05471	1208 West Redondo Beach Blvd.	Gardena	Los Angeles	90247-3411
05536	821 Americana Way	Glendale	Los Angeles	91210-1509
05537	531 North Glendale Avenue	Glendale	Los Angeles	91206-3307
05553	10823 Zelzah Avenue Bldg D	Granada Hills	Los Angeles	91344-4433
05592	2060 South Hacienda Boulevard	Hacienda Heights	Los Angeles	91745-4240
06413	1207 Pacific Coast Highway	Harbor City	Los Angeles	90710-2931
05438	6130 W Sunset Boulevard	Hollywood	Los Angeles	90028-6424
05475	6360 Pacific Boulevard	Huntington Park	Los Angeles	90255-4102
05486	11340 Crenshaw Boulevard	Inglewood	Los Angeles	90303-2807
05529	647 Foothill Boulevard	La Canada Flintridge	Los Angeles	91011-3403
05538	2647 West Foothill Boulevard	La Crescenta	Los Angeles	91214-3511
06333	15800 Imperial Highway	La Mirada	Los Angeles	90638-2512
05593	13905 Amar Road	La Puente	Los Angeles	91746-1670
05595	1480 Foothill Boulevard	La Verne	Los Angeles	91750-3450
05510	5520 Woodruff Avenue	Lakewood	Los Angeles	90713-1535
05840	1356 West Avenue J	Lancaster	Los Angeles	93534-4134
DC88	2801 W. Avenue H	Lancaster	Los Angeles	93536-8342
05518	601 Pine Avenue	Long Beach	Los Angeles	90802-1331
05519	5670 East 2Nd Street	Long Beach	Los Angeles	90803-3904
05520	3300 East Anaheim Street	Long Beach	Los Angeles	90804-4025
05521	4402 Atlantic Avenue	Long Beach	Los Angeles	90807-2207
05523	6400 East Spring Street	Long Beach	Los Angeles	90815-1553
05524	5545 Stearns Street	Long Beach	Los Angeles	90815-3125
05525	1890 Ximeno Avenue	Long Beach	Los Angeles	90815-2849
06219	5128 East 2Nd Street	Long Beach	Los Angeles	90803-5322
06346	211 Cherry Avenue	Long Beach	Los Angeles	90802-3930
06371	300 East Willow Street	Long Beach	Los Angeles	90806-3113
05423	1534 East Florence Avenue	Los Angeles	Los Angeles	90001-2536
05424	226 North Larchmont Blvd.	Los Angeles	Los Angeles	90004-1707
05425	334 South Vermont Avenue	Los Angeles	Los Angeles	90020-1807
05426	1815 South Vermont Avenue	Los Angeles	Los Angeles	90006-4525

EXHIBIT A-1

Store	Address	City	County	Zip
05429	500 South Broadway	Los Angeles	Los Angeles	90013-2301
05430	446 East Washington Blvd.	Los Angeles	Los Angeles	90015-3721
05433	1001 S Glendon Avenue	Los Angeles	Los Angeles	90024-0000
05434	1433 Glendale Boulevard	Los Angeles	Los Angeles	90026-2428
05435	1637 North Vermont Avenue	Los Angeles	Los Angeles	90027-5312
05436	1841 North Western Avenue	Los Angeles	Los Angeles	90027-3403
05439	4633 Santa Monica Blvd.	Los Angeles	Los Angeles	90029-1803
05440	111 East Avenue 26	Los Angeles	Los Angeles	90031-2312
05441	9864 National Boulevard	Los Angeles	Los Angeles	90034-2713
05445	4322 South Figueroa Street	Los Angeles	Los Angeles	90037-2642
05448	4044 Eagle Rock Boulevard	Los Angeles	Los Angeles	90065-3608
05450	6305 York Boulevard	Los Angeles	Los Angeles	90042-3639
05451	3230 West Slauson Avenue	Los Angeles	Los Angeles	90043-2564
05452	7900 West Sunset Boulevard	Los Angeles	Los Angeles	90046-3304
05454	1744 West Sixth Street	Los Angeles	Los Angeles	90017-1004
05455	11750 Wilmington Avenue	Los Angeles	Los Angeles	90059-2553
05456	11321 National Boulevard	Los Angeles	Los Angeles	90064-3726
05457	4046 South Centinela Avenue	Los Angeles	Los Angeles	90066-4907
05458	3550 South La Brea Avenue	Los Angeles	Los Angeles	90016-5219
06211	5575 Wilshire Boulevard	Los Angeles	Los Angeles	90036-3808
06288	959 Crenshaw Boulevard	Los Angeles	Los Angeles	90019-1938
06383	600 West Seventh Street	Los Angeles	Los Angeles	90017-3802
06491	6726 West Sunset Blvd	Los Angeles	Los Angeles	90028-7108
05476	11325 Long Beach Boulevard	Lynwood	Los Angeles	90262-3300
05479	4410 East Slauson Avenue	Maywood	Los Angeles	90270-2932
05554	10349 Sepulveda Boulevard	Mission Hills	Los Angeles	91345-2421
05530	304 West Huntington Drive	Monrovia	Los Angeles	91016-3304
05504	802 Beverly Boulevard	Montebello	Los Angeles	90640-4213
05597	2150 South Atlantic Boulevard	Monterey Park	Los Angeles	91754-6839
05574	11350 Victory Boulevard	North Hollywood	Los Angeles	91606-3631
05575	12511 Magnolia Boulevard	North Hollywood	Los Angeles	91607-2305
05548	18444 Plummer Street	Northridge	Los Angeles	91325-2112
06268	16930 Parthenia Street	Northridge	Los Angeles	91343-4506
05505	12319 South Norwalk Boulevard	Norwalk	Los Angeles	90650-2039
05549	12739 Van Nuys Boulevard	Pacoima	Los Angeles	91331-1627
05844	37950 47Th Street	Palmdale	Los Angeles	93552-0000
06396	2419 East Avenue S	Palmdale	Los Angeles	93550-6202
06400	3105 Rancho Vista Boulevard	Palmdale	Los Angeles	93551-4822
05563	8400 Van Nuys Boulevard	Panorama City	Los Angeles	91402-3610
05512	8447 Alondra Boulevard	Paramount	Los Angeles	90723-4405
05535	3745 East Foothill Boulevard	Pasadena	Los Angeles	91107-2202
06255	1038 East Colorado Boulevard	Pasadena	Los Angeles	91106-2323
06344	1421 East Washington Blvd	Pasadena	Los Angeles	91104-2650
06495	9333 Whittier Blvd	Pico Rivera	Los Angeles	90660-2746
05604	611 East Holt Avenue	Pomona	Los Angeles	91767-5625
06338	2059 South Garey Avenue	Pomona	Los Angeles	91766-5727
05481	401 North Pacific Coast Hwy	Redondo Beach	Los Angeles	90277-2840
05482	1720 Aviation Boulevard	Redondo Beach	Los Angeles	90278-2810
05480	23 Peninsula Center	Rolling Hills Ests	Los Angeles	90274-3506
05606	8914 Valley Boulevard	Rosemead	Los Angeles	91770-1831
05591	18993 Colima Road	Rowland Heights	Los Angeles	91748-2942

EXHIBIT A-1

Store	Address	City	County	Zip
05608	933 West Arrow Highway	San Dimas	Los Angeles	91773-2420
05551	14727 Rinaldi Street	San Fernando	Los Angeles	91340-4189
05513	501 South Gaffey Street	San Pedro	Los Angeles	90731-2437
05514	28100 S Western Avenue	San Pedro	Los Angeles	90732-1248
05555	26825 Bouquet Canyon Road	Santa Clarita	Los Angeles	91350-2372
05557	23335 Lyons Avenue	Santa Clarita	Los Angeles	91355-3027
05488	1331 Wilshire Boulevard	Santa Monica	Los Angeles	90403-5410
05489	1808 Wilshire Boulevard	Santa Monica	Los Angeles	90403-5610
05490	2412 Pico Boulevard	Santa Monica	Los Angeles	90405-1827
05569	13333 Riverside Drive	Sherman Oaks	Los Angeles	91423-2508
05531	914 Fair Oaks Avenue	South Pasadena	Los Angeles	91030-3308
05484	9715 Otis Street	Southgate	Los Angeles	90280-4931
05573	10989 Ventura Boulevard	Studio City	Los Angeles	91604-3341
05532	10465 Sunland Boulevard	Sunland	Los Angeles	91040-1905
05552	13803 Foothill Blvd	Sylmar	Los Angeles	91342-3013
05609	9450 East Las Tunas Drive	Temple City	Los Angeles	91780-2138
05491	2240 West Sepulveda Boulevard	Torrance	Los Angeles	90501-5301
05492	1237 West Carson Street	Torrance	Los Angeles	90502-2009
05493	2545 Pacific Coast Hwy Ste A	Torrance	Los Angeles	90505-7035
06235	3860 Sepulveda Boulevard	Torrance	Los Angeles	90505-2408
06263	27716 West Mcbean Parkway	Valencia	Los Angeles	91354-1430
05567	7239 Woodman Ave	Van Nuys	Los Angeles	91405-2621
05568	17266 Saticoy Street	Van Nuys	Los Angeles	91406-2103
05485	888 Lincoln Boulevard	Venice	Los Angeles	90291-2866
05610	1528 East Amar Road	West Covina	Los Angeles	91792-1618
05544	6410 Platt Avenue	West Hills	Los Angeles	91307-3216
05446	1130 North La Brea Avenue	West Hollywood	Los Angeles	90038-1022
05494	8508 Painter Avenue	Whittier	Los Angeles	90602-3335
05495	7860 Norwalk Boulevard	Whittier	Los Angeles	90606-2185
06267	6512 Comstock Avenue	Whittier	Los Angeles	90601-4103
05516	108 West Anaheim Street	Wilmington	Los Angeles	90744-4514
05561	21949 Ventura Boulevard	Woodland Hills	Los Angeles	91364-1725
05848	48 Robertson Blvd	Chowchilla	Madera	93610-2928
05856	335 West Olive Avenue	Madera	Madera	93637-5402
06389	49060 Road 426	Oakhurst	Madera	93644-9486
05959	431 Corte Madera Town Center	Corte Madera	Marin	94925-1215
05961	701 East Blithedale Ave.	Mill Valley	Marin	94941-1526
05963	910 Diablo Avenue	Novato	Marin	94947-7311
05957	471 3Rd Street	San Rafael	Marin	94901-3576
05958	1500 Northgate Mall	San Rafael	Marin	94903-3671
06443	4994 Joe Howard Street	Mariposa	Mariposa	95338-1159
06027	189 Boatyard Street	Fort Bragg	Mendocino	95437-5741
06028	490 South Main Street	Fort Bragg	Mendocino	95437-4806
06033	680 South State Street	Ukiah	Mendocino	95482-4913
06034	1730 South Main Street	Willits	Mendocino	95490-4405
06001	571 Bellevue Road	Atwater	Merced	95301-2928
06379	500 Main Street	Livingston	Merced	95334-1428
05855	1317 East Pacheco Boulevard	Los Banos	Merced	93635-4335
06006	1158 West Main Street	Merced	Merced	95340-4523
06007	3142 G Street	Merced	Merced	95340-1392
06353	432 North Main Street	Alturas	Modoc	96101-3458

EXHIBIT A-1

Store	Address	City	County	Zip
05842	26 Old Mammoth Road	Mammoth Lakes	Mono	93546-0128
05879	650 Walnut Avenue	Greenfield	Monterey	93927-4928
05880	540 Canal Street	King City	Monterey	93930-3446
05882	1301 Munras Avenue	Monterey	Monterey	93940-6103
05883	160 Country Club Gate Center	Pacific Grove	Monterey	93950-5022
05876	880 Northridge Center	Salinas	Monterey	93906-2007
06310	602 Williams Road	Salinas	Monterey	93905-1927
05928	1491 West Imola Avenue	Napa	Napa	94559-4723
06089	720 Sutton Way	Grass Valley	Nevada	95945-5307
06108	11230 Donner Pass Road	Truckee	Nevada	96161-4808
05768	921 South Brookhurst Street	Anaheim	Orange	92804-4385
05770	5560 East Santa Ana Canyon Rd	Anaheim	Orange	92807-3124
05732	405 West Imperial Highway	Brea	Orange	92821-4814
05496	8998 Knott Avenue	Buena Park	Orange	90620-4137
05497	8030 Dale Street	Buena Park	Orange	90620-2251
05499	4520 Beach Boulevard	Buena Park	Orange	90621-1133
06207	3141 East Coast Highway	Corona Del Mar	Orange	92625-2330
05733	211 East 17Th Street	Costa Mesa	Orange	92627-3831
05734	2300 Harbor Boulevard Suite G	Costa Mesa	Orange	92626-6250
06213	3029 Harbor Boulevard	Costa Mesa	Orange	92626-2504
05500	4037 Ball Road	Cypress	Orange	90630-3463
05735	24829 Del Prado	Dana Point	Orange	92629-2852
05762	18395 Brookhurst Street	Fountain Valley	Orange	92708-6705
05763	17904 Magnolia Street	Fountain Valley	Orange	92708-5039
05465	3300 Yorba Linda Boulevard	Fullerton	Orange	92831-1709
06472	1035 W Orangethorpe Avenue	Fullerton	Orange	92833-4733
05739	12897 Harbor Boulevard	Garden Grove	Orange	92840-5808
05741	13822 Brookhurst Street	Garden Grove	Orange	92843-3121
05742	12491 Valley View Street	Garden Grove	Orange	92845-2032
05743	11961 Valley View Street	Garden Grove	Orange	92845-1238
05745	5881 Warner Avenue	Huntington Beach	Orange	92649-4657
05765	3875 Alton Parkway	Irvine	Orange	92606-8203
05766	18112 Culver Drive	Irvine	Orange	92612-2730
05501	951 North Harbor Boulevard	La Habra	Orange	90631-3103
06441	1700 W Whittier Boulevard	La Habra	Orange	90631-3621
05753	30222 Crown Valley Parkway	Laguna Niguel	Orange	92677-2332
05736	24330 El Toro Road	Laguna Woods	Orange	92637-2775
05515	11172 Los Alamitos Blvd	Los Alamitos	Orange	90720-3621
05746	1610 San Miguel Drive	Newport Beach	Orange	92660-7121
05747	1016 Bayside Drive	Newport Beach	Orange	92660-7462
05748	1825 East Chapman Avenue	Orange	Orange	92867-7774
05758	31541 Santa Margarita Parkway	Rancho Sta Margarita	Orange	92688-1837
05749	801 North El Camino Real	San Clemente	Orange	92672-4649
05750	31890 Plaza Drive	San Juan Capistrano	Orange	92675-3725
05751	32121 Camino Capistrano	San Juan Capistrano	Orange	92675-3716
05759	111 North Main Street	Santa Ana	Orange	92701-5210
05760	1406 West Edinger Avenue	Santa Ana	Orange	92704-4307
05761	3325 South Bristol Street	Santa Ana	Orange	92704-7245
05754	13151 Jamboree Road	Tustin	Orange	92782-9150
05755	630 East 1St Street	Tustin	Orange	92780-3418
05756	6767 Westminster Boulevard	Westminster	Orange	92683-3706

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Store	Address	City	County	Zip
05757	19701 Yorba Linda Boulevard	Yorba Linda	Orange	92886-3532
06042	420 Grass Valley Highway	Auburn	Placer	95603-3714
06043	2805 Bell Road	Auburn	Placer	95603-2589
06106	8245 North Lake Boulevard	Kings Beach	Placer	96143-1175
04062	900 Sunrise Avenue	Roseville	Placer	95661-4507
06062	4004 Foothills Boulevard	Roseville	Placer	95747-7233
06458	990 Pleasant Grove Blvd	Roseville	Placer	95678-6126
06560	446 Roseville Square	Roseville	Placer	95678-2808
06093	40 East Main Street	Quincy	Plumas	95971-9701
05671	300 S Highland Spring Ste 9	Banning	Riverside	92220-6502
05672	806 Ramsey Street	Banning	Riverside	92220-4478
06529	894 Oak Valley Parkway Ste B	Beaumont	Riverside	92223-1463
06246	41800 Washington St Ste 113B	Bermuda Dunes	Riverside	92203-8153
05673	616 East Hobsonway	Blythe	Riverside	92225-1800
05676	69155 Ramon Road	Cathedral City	Riverside	92234-3344
05678	51101 Harrison Street	Coachella	Riverside	92236-1560
05583	1292 Border Avenue	Corona	Riverside	92882-3801
05679	12900 Palm Drive	Desert Hot Springs	Riverside	92240-4567
05722	42021 East Florida Avenue	Hemet	Riverside	92544-5016
05724	260 North Sanderson Ave	Hemet	Riverside	92545-3614
05670	82451-C Highway 111	Indio	Riverside	92201-5653
06532	47985 Monroe Street Bldg A	Indio	Riverside	92201-6752
06509	16491 Lakeshore Drive	Lake Elsinore	Riverside	92530-6723
05704	27350 Sun City Boulevard	Menifee	Riverside	92586-5506
05730	25906 Newport Road	Menifee	Riverside	92584-9130
05725	23965 Ironwood Avenue	Moreno Valley	Riverside	92557-7153
06231	24991 Alessandro Boulevard	Moreno Valley	Riverside	92553-5708
05727	40640 California Oaks Road	Murrieta	Riverside	92562-5857
05728	40481 Murrieta Hot Sprgs.Road	Murrieta	Riverside	92563-6401
06469	1325 6Th Street	Norco	Riverside	92860-1360
05681	72-875 Highway 111	Palm Desert	Riverside	92260-3312
05682	74958 Country Club Drive	Palm Desert	Riverside	92260-1960
06461	39155 Washington Street	Palm Desert	Riverside	92211-1259
05683	366 South Palm Canyon Drive	Palm Springs	Riverside	92262-7302
05684	111 S Sunrise Way	Palm Springs	Riverside	92262-6736
05729	1688 North Perris Boulevard	Perris	Riverside	92571-4709
05712	6150 Van Buren Boulevard	Riverside	Riverside	92503-8013
05713	17126 Van Buren Boulevard	Riverside	Riverside	92504-5905
05714	4790 La Sierra Avenue	Riverside	Riverside	92505-2726
05715	6075 Magnolia Avenue	Riverside	Riverside	92506-2525
05716	3849 Chicago Avenue	Riverside	Riverside	92507-5336
05717	5225 Canyon Crest Drive, #8	Riverside	Riverside	92507-6301
05718	8015 Limonite Avenue	Riverside	Riverside	92509-0562
06293	1605 South San Jacinto Ave.	San Jacinto	Riverside	92583-5181
06486	1180 N State Street	San Jacinto	Riverside	92583-6318
05469	31797 Highway 79 South	Temecula	Riverside	92592-5869
06438	39782 Winchester Road	Temecula	Riverside	92591-3548
06481	32450 Clinton Keith Road	Wildomar	Riverside	92595-8662
06086	4300 Elverta Road	Antelope	Sacramento	95843-6700
06044	4010 Manzanita Avenue	Carmichael	Sacramento	95608-1724
06045	5409 Sunrise Boulevard	Citrus Heights	Sacramento	95610-7806

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Store	Address	City	County	Zip
06046	7900 Arcadia Drive	Citrus Heights	Sacramento	95610-6914
06049	6661 Auburn Boulevard	Citrus Heights	Sacramento	95621-4925
06432	7211 Elk Grove Boulevard	Elk Grove	Sacramento	95758-5500
06494	9260 Elk Grove Blvd	Elk Grove	Sacramento	95624-2103
06266	526 East Bidwell Street	Folsom	Sacramento	95630-3119
06547	10570 Twin Cities Road	Galt	Sacramento	95632-8874
06054	6639 Watt Avenue	North Highlands	Sacramento	95660-3607
06059	2111 Golden Centre Lane	Rancho Cordova	Sacramento	95670-4477
06069	831 K Street	Sacramento	Sacramento	95814-3509
06070	2419 Del Paso Boulevard	Sacramento	Sacramento	95815-2508
06071	1125 Alhambra Boulevard	Sacramento	Sacramento	95816-5286
06072	2801 K Street Ste 100	Sacramento	Sacramento	95816-5118
06073	5712 Folsom Boulevard	Sacramento	Sacramento	95819-4608
06074	5610 Stockton Boulevard	Sacramento	Sacramento	95824-1612
06075	2214 El Camino Avenue	Sacramento	Sacramento	95821-4602
06076	4980 Freeport Boulevard	Sacramento	Sacramento	95822-2153
06077	4020 Florin Road	Sacramento	Sacramento	95823-1880
06079	1730 Watt Avenue	Sacramento	Sacramento	95825-2140
06080	1309 Fulton Avenue	Sacramento	Sacramento	95825-3603
06081	9133 Kiefer Boulevard	Sacramento	Sacramento	95826-5105
06082	7900 Florin Road Suite 5	Sacramento	Sacramento	95828-3145
06083	7860 Gerber Road	Sacramento	Sacramento	95828-4302
06084	980 Florin Road	Sacramento	Sacramento	95831-3515
06228	4221 Norwood Avenue	Sacramento	Sacramento	95838-2686
06264	8368 Elk Grove Florin Road	Sacramento	Sacramento	95829-9228
06403	4241 Marconi Avenue	Sacramento	Sacramento	95821-4215
06448	2751 Del Paso Road	Sacramento	Sacramento	95835-2303
06457	2101 S Street	Sacramento	Sacramento	95816-7101
06505	2211 F Street	Sacramento	Sacramento	95816-3516
06520	4830 J Street	Sacramento	Sacramento	95819-3742
05971	1701 Airline Highway	Hollister	San Benito	95023-5689
05687	21738 Us Highway 18	Apple Valley	San Bernardino	92307-3916
06538	19035 Bear Valley Road	Apple Valley	San Bernardino	92308-6709
05690	1380 Barstow Road	Barstow	San Bernardino	92311-4944
05692	27177 Highway 189 Suite E	Blue Jay	San Bernardino	92317-3338
05579	12059 Central Avenue	Chino	San Bernardino	91710-1908
05578	4200 Chino Hills Pkwy Ste 500	Chino Hills	San Bernardino	91709-3779
06492	15890 Soquel Canyon Parkway	Chino Hills	San Bernardino	91709-7927
05693	2025 East Washington Street	Colton	San Bernardino	92324-4704
05694	1133 N.Mount Vernon Ave.	Colton	San Bernardino	92324-2554
05695	16910 Foothill Boulevard	Fontana	San Bernardino	92335-3502
05696	11673 Cherry Avenue	Fontana	San Bernardino	92337-0141
05708	9940 Sierra Avenue	Fontana	San Bernardino	92335-6721
06482	15331 Baseline Avenue	Fontana	San Bernardino	92336-5773
05697	15510 Main Street	Hesperia	San Bernardino	92345-3427
06276	17441 Main Street	Hesperia	San Bernardino	92345-6268
06256	25710 Barton Road	Loma Linda	San Bernardino	92354-3856
05699	1020 East Broadway Street	Needles	San Bernardino	92363-3809
05598	222 West G Street	Ontario	San Bernardino	91762-3228
05600	1050 North Mountain Avenue	Ontario	San Bernardino	91762-2114
05602	1841 East 4Th Street	Ontario	San Bernardino	91764-2601

EXHIBIT A-1

Store	Address	City	County	Zip
06318	3000 South Archibald Avenue	Ontario	San Bernardino	91761-7918
05700	4013 Phelan Road	Phelan	San Bernardino	92371-8912
05586	9650 Baseline Road	Rancho Cucamonga	San Bernardino	91701-5035
05587	8760 19Th Street	Rancho Cucamonga	San Bernardino	91701-4608
06468	7339 Milliken Ave Suite 110	Rancho Cucamonga	San Bernardino	91730-7442
05701	700 East Redlands Blvd Suite A	Redlands	San Bernardino	92373-6168
05702	585 South Riverside Avenue	Rialto	San Bernardino	92376-7071
05703	2020 North Riverside Avenue	Rialto	San Bernardino	92377-4600
05710	2130 East Highland Avenue	San Bernardino	San Bernardino	92404-4628
05711	949 Kendall Drive	San Bernardino	San Bernardino	92407-5801
05685	72253 Twentynine Palms Highway	Twentynine Palms	San Bernardino	92277-2417
05705	14629 7Th Street	Victorville	San Bernardino	92395-4019
05706	13720 Bear Valley Road	Victorville	San Bernardino	92392-8713
06473	14515 Mojave Drive, Ste B	Victorville	San Bernardino	92394-6720
06514	16120 Bear Valley Road	Victorville	San Bernardino	92395-8706
05709	34420 Yucaipa Boulevard	Yucaipa	San Bernardino	92399-2412
06561	11352 Bryant Street	Yucaipa	San Bernardino	92399-3121
05686	57701 29 Palms Highway	Yucca Valley	San Bernardino	92284-3066
06225	1665 Alpine Boulevard	Alpine	San Diego	91901-3859
05613	4348 Bonita Road	Bonita	San Diego	91902-1421
05621	955 Tamarack Avenue	Carlsbad	San Diego	92008-3414
05622	7100 Avenida Encinas	Carlsbad	San Diego	92011-4656
05614	740 Otay Lakes Road	Chula Vista	San Diego	91910-6915
05615	507 Telegraph Canyon Road	Chula Vista	San Diego	91910-6436
05617	2230 Otay Lakes Road	Chula Vista	San Diego	91915-1000
05655	836 Orange Avenue	Coronado	San Diego	92118-2619
05623	2516 Jamacha Road	El Cajon	San Diego	92019-4363
05625	1135 Avocado Boulevard	El Cajon	San Diego	92020-7702
05626	400 North 2Nd Street	El Cajon	San Diego	92021-6446
05627	439 Santa Fe Drive	Encinitas	San Diego	92024-5134
06465	4455 Manchester Avenue	Encinitas	San Diego	92024-4934
05628	315 West Washington Avenue	Escondido	San Diego	92025-1704
05629	1825 South Centre City Pkwy.	Escondido	San Diego	92025-6525
05631	1331 South Mission Road	Fallbrook	San Diego	92028-4007
05632	9532 Winter Gardens Blvd.	Lakeside	San Diego	92040-4006
05618	7224 Broadway	Lemon Grove	San Diego	91945-2537
05634	1201 South Coast Highway	Oceanside	San Diego	92054-5119
05635	3813 Plaza Drive	Oceanside	San Diego	92056-4624
05637	12666 Poway Road	Poway	San Diego	92064-4416
05638	1670 Main Street	Ramona	San Diego	92065-5240
05643	427 C Street Suite 100	San Diego	San Diego	92101-5108
05644	535 Robinson Avenue	San Diego	San Diego	92103-4209
05646	1735 Euclid Avenue	San Diego	San Diego	92105-5414
05647	4840 Niagara Avenue	San Diego	San Diego	92107-3115
05649	6939 Linda Vista Road	San Diego	San Diego	92111-6305
05651	6405 El Cajon Boulevard	San Diego	San Diego	92115-2642
05652	3650 Adams Avenue	San Diego	San Diego	92116-2212
05653	5270 Balboa Avenue	San Diego	San Diego	92117-6902
05654	3081-B Clairemont Drive	San Diego	San Diego	92117-6802
05656	8694 Lake Murray Boulevard	San Diego	San Diego	92119-2828
05657	6505 Mission Gorge Road	San Diego	San Diego	92120-2306

EXHIBIT A-1

Store	Address	City	County	Zip
05658	4077 Governor Drive	San Diego	San Diego	92122-2522
05660	10631 Tierrasanta Boulevard	San Diego	San Diego	92124-2605
05661	8985 Mira Mesa Boulevard	San Diego	San Diego	92126-2716
05662	11845 Carmel Mountain Rd.	San Diego	San Diego	92128-4602
05665	13167 Black Mountain Road	San Diego	San Diego	92129-2684
05666	3515 Delmar Heights Road	San Diego	San Diego	92130-2122
05668	1854 Coronado Avenue	San Diego	San Diego	92154-2007
06466	1411 Kettner Boulevard	San Diego	San Diego	92101-2420
05620	661 Sweetwater Road	Spring Valley	San Diego	91977-2358
05642	1363 East Vista Way	Vista	San Diego	92084-4041
06434	2135 Jackson Avenue	Escalon	San Joaquin	95320-2051
06000	520 West Lodi Avenue	Lodi	San Joaquin	95240-3497
06004	900 North Main Street	Manteca	San Joaquin	95336-3798
06005	1245 West Yosemite Avenue	Manteca	San Joaquin	95337-5125
05996	1050 North Wilson Way	Stockton	San Joaquin	95205-4218
05998	6455 Pacific Avenue	Stockton	San Joaquin	95207-3715
06510	4774 West Lane	Stockton	San Joaquin	95210-3552
06291	1970 West Grantline Road	Tracy	San Joaquin	95376-8812
06490	599 E Valpico Road	Tracy	San Joaquin	95376-9100
05824	1207 Grand Avenue	Arroyo Grande	San Luis Obispo	93420-2419
05825	1690 East Grand Avenue	Arroyo Grande	San Luis Obispo	93420-2469
05827	7025 El Camino Real	Atascadero	San Luis Obispo	93422-0000
05821	1110 Los Osos Valley Road	Los Osos	San Luis Obispo	93402-3204
05830	740 Quintana Road	Morro Bay	San Luis Obispo	93442-1940
05831	1151 Creston Road	Paso Robles	San Luis Obispo	93446-3031
05832	2424 Spring Street	Paso Robles	San Luis Obispo	93446-1226
05833	531 Five Cities Drive	Pismo Beach	San Luis Obispo	93449-3007
05820	1251 Johnson Avenue	San Luis Obispo	San Luis Obispo	93401-3306
05822	765 Foothill Boulevard	San Luis Obispo	San Luis Obispo	93405-1617
05885	170 San Mateo Road	Half Moon Bay	San Mateo	94019-1706
05890	1400 Linda Mar Boulevard	Pacifica	San Mateo	94044-4327
05891	200 Fairmont Shopping Center	Pacifica	San Mateo	94044-1240
05892	340 Woodside Plaza	Redwood City	San Mateo	94061-3259
05893	2150 Roosevelt Avenue	Redwood City	San Mateo	94061-1304
05902	666 Concar Drive	San Mateo	San Mateo	94402-2696
05903	1320 West Hillsdale Blvd.	San Mateo	San Mateo	94403-3125
05776	801 Linden Avenue	Carpinteria	Santa Barbara	93013-2042
05791	199 North Fairview Avenue	Goleta	Santa Barbara	93117-2304
05788	35 South Milpas Street	Santa Barbara	Santa Barbara	93103-3305
05789	825 State Street	Santa Barbara	Santa Barbara	93101-3206
05790	1976 Cliff Drive	Santa Barbara	Santa Barbara	93109-1504
05835	345 Town Center West	Santa Maria	Santa Barbara	93458-5076
05836	2405 South Broadway	Santa Maria	Santa Barbara	93454-7817
06185	616 Alamo Pintado Road	Solvang	Santa Barbara	93463-2202
05967	20572 Homestead Road	Cupertino	Santa Clara	95014-0432
05970	360 East 10Th Street	Gilroy	Santa Clara	95020-6576
05886	2310 Homestead Rd Ste A	Los Altos	Santa Clara	94024-7300
05972	15920 Los Gatos Boulevard	Los Gatos	Santa Clara	95032-3424
05973	1350 S.Park Victoria Drive	Milpitas	Santa Clara	95035-6941
05975	16000 Monterey Street	Morgan Hill	Santa Clara	95037-5404
05983	6215 Santa Teresa Boulevard	San Jose	Santa Clara	95119-1436

EXHIBIT A-1

Store	Address	City	County	Zip
05984	6091 Meridian Avenue	San Jose	Santa Clara	95120-2765
05985	1029 East Capitol Expressway	San Jose	Santa Clara	95121-2415
05987	3031 Meridian Avenue	San Jose	Santa Clara	95124-2453
05988	1550 Hamilton Avenue	San Jose	Santa Clara	95125-4539
05991	3055 Mckee Road	San Jose	Santa Clara	95127-1835
05992	1030 South White Road	San Jose	Santa Clara	95127-3812
05993	1333 South Winchester Blvd	San Jose	Santa Clara	95128-4343
05994	6164 Bollinger Road	San Jose	Santa Clara	95129-3068
05976	2620 El Camino Real	Santa Clara	Santa Clara	95051-3041
05895	777 East El Camino Real	Sunnyvale	Santa Clara	94087-2919
05965	80 Rancho Del Mar	Aptos	Santa Cruz	95003-3901
05966	1475 41St Avenue	Capitola	Santa Cruz	95010-2908
05968	6123 Highway 9	Felton	Santa Cruz	95018-9701
05969	1988 Freedom Boulevard	Freedom	Santa Cruz	95019-2837
05979	901 Soquel Avenue	Santa Cruz	Santa Cruz	95062-2122
06100	3095 Mcmurray Drive	Anderson	Shasta	96007-3507
06101	37435 Main Street	Burney	Shasta	96013-4372
06095	6424 Westside Road	Redding	Shasta	96001-4833
06097	1801 Eureka Way	Redding	Shasta	96001-0434
06099	975 East Cypress Avenue	Redding	Shasta	96002-1001
06480	5350 Shasta Dam Boulevard	Shasta Lake	Shasta	96019-9402
06103	310 West Lake Street	Mount Shasta	Siskiyou	96067-2119
06104	807 South Main Street	Yreka	Siskiyou	96097-3374
05910	60 Solano Square	Benicia	Solano	94510-2712
05941	135 Sunset Avenue	Suisun City	Solano	94585-2062
05945	2021 Solano Avenue	Vallejo	Solano	94590-6456
06029	525 Healdsburg Avenue	Healdsburg	Sonoma	95448-3816
04212	955 Stony Point Road	Santa Rosa	Sonoma	95407-4728
06021	1793 Marlow Road	Santa Rosa	Sonoma	95401-4474
06023	1551 Farmers Lane	Santa Rosa	Sonoma	95405-7525
06031	218 North Main Street	Sebastopol	Sonoma	95472-3486
06032	19205 Sonoma Highway	Sonoma	Sonoma	95476-5413
06003	1830 Mitchell Road	Ceres	Stanislaus	95307-2824
06008	1707 Mchenry Avenue	Modesto	Stanislaus	95350-4306
06010	1032 Oakdale Road	Modesto	Stanislaus	95355-4513
06012	3900 Pelandale Avenue,#500-A	Modesto	Stanislaus	95356-9026
06013	1935 N Street	Newman	Stanislaus	95360-1419
06014	1300 West F Street	Oakdale	Stanislaus	95361-3501
06015	1449 East F Street Suite 102	Oakdale	Stanislaus	95361-9266
06019	651 North Golden State Blvd.	Turlock	Stanislaus	95380-3952
06512	1000 W Monte Vista Avenue	Turlock	Stanislaus	95382-0406
06342	1590 Butte House Road	Yuba City	Sutter	95993-2237
06188	640 Edith Avenue	Corning	Tehama	96021-2349
05852	2200 East El Monte Way	Dinuba	Tulare	93618-9377
06522	875 North Alta Avenue	Dinuba	Tulare	93618-3002
05795	1119 West Visalia Road	Exeter	Tulare	93221-2204
05798	262 North Highway 65	Lindsay	Tulare	93247-2702
05799	66 West Morton Avenue	Porterville	Tulare	93257-2331
05803	110 East Cross Avenue	Tulare	Tulare	93274-2850
06454	1645 E Tulare Avenue	Tulare	Tulare	93274-3155
05805	2727 South Mooney Blvd.	Visalia	Tulare	93277-6240

EXHIBIT A-1

Store	Address	City	County	Zip
05806	5212 West Walnut Avenue	Visalia	Tulare	93277-3475
06459	1735 E Walnut Avenue	Visalia	Tulare	93292-1394
06016	855 Mono Way	Sonora	Tuolumne	95370-5202
05775	2550 Las Posas Road	Camarillo	Ventura	93010-3435
05777	600 West Ventura Street	Fillmore	Ventura	93015-1925
05778	3941 Spring Road	Moorpark	Ventura	93021-2300
05779	11496 North Ventura Ave.	Ojai	Ventura	93023-4155
05780	720 North Ventura Road	Oxnard	Ventura	93030-4413
05781	2661 Saviers Road	Oxnard	Ventura	93033-4554
05782	2480 Victoria Avenue	Port Hueneme	Ventura	93041-2141
05783	221 East Harvard Boulevard	Santa Paula	Ventura	93060-3315
05786	5845 East Los Angeles Ave.	Simi Valley	Ventura	93063-4256
05787	1159 East Los Angeles Avenue	Simi Valley	Ventura	93065-2846
05558	205 N.Moorpark Road,Suite D	Thousand Oaks	Ventura	91360-4353
05559	387 E Avenida De Los Arboles	Thousand Oaks	Ventura	91360-2933
05560	3825 E.Thousand Oaks Blvd.	Thousand Oaks	Ventura	91362-3639
05771	131 West Main Street	Ventura	Ventura	93001-2509
05772	2738 East Thompson Blvd.	Ventura	Ventura	93003-2719
06048	655 Russell Boulevard	Davis	Yolo	95616-3546
06197	2135 Cowell Boulevard	Davis	Yolo	95616-6388
06065	1260 West Capitol Avenue	West Sacramento	Yolo	95691-2719
06066	295 West Main Street	Woodland	Yolo	95695-3691
DC81	1755 East Beamer St.	Woodland	Yolo	95776-6204
06557	5075 Olivehurst Avenue	Olivehurst	Yuba	95961-4023

EXHIBIT A-2

EXHIBIT A-2

Store	Address	City	County	ST	Zip
06330	3905 East 104th Avenue	Thornton	Adams	CO	80233-4439
06284	19291 East Quincy Avenue	Aurora	Arapahoe	CO	80015-2881
06329	20901 East Smoky Hill Road	Centennial	Arapahoe	CO	80015-5184
06158	100 East Mineral Drive	Littleton	Arapahoe	CO	80122-2610
06159	6780 South University Blvd.	Littleton	Arapahoe	CO	80122-1513
06170	3348 28th Street	Boulder	Boulder	CO	80301-1411
06171	4800 Baseline Rd Bldg E 107	Boulder	Boulder	CO	80303-2643
06162	3112 East 1st Avenue	Denver	Denver	CO	80206-5614
06166	2870 South Colorado Blvd	Denver	Denver	CO	80222-6618
06186	750 16th Street	Denver	Denver	CO	80202-3204
06180	1412 Grand Avenue	Glenwood Springs	Garfield	CO	81601-3808
06168	7677 West Jewell Avenue	Lakewood	Jefferson	CO	80232-6803
06269	11907 West Alameda Parkway	Lakewood	Jefferson	CO	80228-2706
06280	11601 West Bowles Avenue	Littleton	Jefferson	CO	80127-2141
06208	28 Town Plaza	Durango	La Plata	CO	81301-5102
06172	1103 West Prospect Road	Fort Collins	Larimer	CO	80526-5664
06178	1834 North 12th Street	Grand Junction	Mesa	CO	81501-7612
06258	2992 Patterson Road	Grand Junction	Mesa	CO	81504-3105
06367	400 North 1st Street	Grand Junction	Mesa	CO	81501-2230
06174	1013 11th Street	Greeley	Weld	CO	80631-3534
06121	1329 US Hwy. 395 North, #1	Gardnerville	Douglas	NV	894105391
06149	615 East Saint George Blvd	St George	Washington	UT	847703033

EXHIBIT A-3

EXHIBIT A-3

Store	Address	City	County	Zip
	6123 La Salle Avenue	Oakland	Alameda	94611
	2445 Oro Dam Blvd E #9	Oroville	Butte	95966
	1751 Monument Blvd.	Concord	Contra Costa	
05949	1821 Ygnacio Valley Blvd.	Walnut Creek	Contra Costa	94598-3214
05864	750 West Bullard Avenue	Fresno	Fresno	93704-1610
	1429 N. Van Ness Avenue	Fresno	Fresno	93728
	1233 N. Van Ness	Fresno	Fresno	93703
	3850 N. Cedar Ave	Fresno	Fresno	93726
	4160 E. Clinton	Fresno	Fresno	93703
05859	2680 Jensen Avenue	Sanger	Fresno	93657-9777
05675	244 East 3Rd Street	Calexico	Imperial	92231-2758
	1501 B Ocotillo Drive	El Centro	Imperial	92243
	301 Central Avenue	Shafter	Kern	93263
	515 Finley Drive	Taft	Kern	93268
	1129 7Th Street	Wasco	Kern	93280
	1028 N. Douty St	Hanford	Kings	93230
	1850 Springridge Rd #P	Susanville	Lassen	96130
05572	1505 West Olive Avenue	Burbank	Los Angeles	91506-2407
	7663 Winnetka St.	Canoga Park	Los Angeles	91306
	22110 Roscoe Blvd	Canoga Park	Los Angeles	91304
05507	17510 Carmenita Avenue	Cerritos	Los Angeles	90703-8635
	4340 Overland Ave.	Culver City	Los Angeles	90230
05570	15630 Ventura Boulevard	Encino	Los Angeles	91436-3141
05474	13141 Hawthorne Boulevard	Hawthorne	Los Angeles	90250-4416
05503	12805 Valley View Avenue	La Mirada	Los Angeles	90638-1945
05841	1030 East Avenue J	Lancaster	Los Angeles	93535-3840
	1035 W. Avenue I	Lancaster	Los Angeles	93534
05431	3566 Rodeo Place	Los Angeles	Los Angeles	90016-5815
05444	1843 South La Cienega Blvd	Los Angeles	Los Angeles	90035-4603
06449	700 South Los Angeles Street	Los Angeles	Los Angeles	90014-2108
	10600 S Western Ave	Los Angeles	Los Angeles	90047-4449
	1422 E. Florence Ave	Los Angeles	Los Angeles	90001
	119 E. Washington Blvd	Los Angeles	Los Angeles	90015
	12650 Sherman Way #9	North Hollywood	Los Angeles	91605
	1037 E. Palmdale Ave	Palmdale	Los Angeles	93550
	14427 Chase St. 101B	Panorama City	Los Angeles	91402
05534	2330 East Walnut Street	Pasadena	Los Angeles	91107-3657
	9246 E. Valley Blvd #B	Rosemead	Los Angeles	91770
	3250 Pico Blvd	Santa Monica	Los Angeles	90405
	21700 W. Golden Triangle Rd. #106	Saugus	Los Angeles	91350
	4476 Tweedy Blvd	South Gate	Los Angeles	90280
	13637 Vanowen	Van Nuys	Los Angeles	91405
	2829A Honolulu Avenue	Verdugo City	Los Angeles	91406
	407 Robertson Blvd	Chowchilla	Madera	93610
	5034 Coakley Circle #105	Mariposa	Mariposa	95339
	3349 G Street Ste #D	Merced	Merced	95340
	211 South Main Street	Alturas	Modoc	96101
	425 Broadway	King City	Monterey	93930
05769	2120 East Lincoln Avenue	Anaheim	Orange	92806-4197
	8745 South Brookhurst Street	Anaheim	Orange	92804
05731	471 South Associated Road	Brea	Orange	92821-5801

EXHIBIT A-3

Store	Address	City	County	Zip
05498	7800 Valley View Blvd	Buena Park	Orange	90620-2353
05738	1725 West Orangethorpe Avenue	Fullerton	Orange	92833-4537
05740	9661 Chapman Avenue	Garden Grove	Orange	92841-2706
	13220 Harbor Blvd	Garden Grove	Orange	92843
05744	21132 Beach Boulevard	Huntington Beach	Orange	92648-5404
	5311 University Drive	Irvine	Orange	92612
	2080 W. La Habra Blvd.	La Habra	Orange	90631
	2610 San Miguel Drive	Newport Beach	Orange	92660
	31952 Del Obispo #270	San Juan Capistrano	Orange	92675
	31901 Camino Capistrano #8	San Juan Capistrano	Orange	92675
06460	2725 N Bristol Street	Santa Ana	Orange	92706-1457
	1112 S. Bristol Street	Santa Ana	Orange	92704
06055	1617 Douglas Boulevard	Roseville	Placer	95661-2999
	900 Sunrise Avenue	Roseville	Placer	95661-4507
	446 Roseville Sq	Roseville	Placer	
05581	1208 Magnolia Ave Suite 101	Corona	Riverside	92881-2073
05582	380 North Main Street	Corona	Riverside	92880-2031
05720	32261 Mission Trail	Lake Elsinore	Riverside	92530-4577
	11875-A Pigeon Pass Road	Moreno Valley	Riverside	92557
	2560 N. Perris Blvd. #H	Perris	Riverside	92571
	8310 Limonite Ave	Riverside	Riverside	92509
	7223 Fair Oaks Blvd	Carmichael	Sacramento	95608
	3625 Mission Ave #F	Carmichael	Sacramento	95608
06050	6422 Tupelo Drive	Citrus Heights	Sacramento	95621-1741
	2210 Sunrise Blvd	Gold River	Sacramento	
	7477 Watt Avenue	North Highlands	Sacramento	95660
	1995 Zinfandel Drive, #101	Rancho Cordova	Sacramento	95670
	5033 Stockton Blvd	Sacramento	Sacramento	95820
	3615 Bradshaw Rd	Sacramento	Sacramento	95827
	5611 Stockton Blvd	Sacramento	Sacramento	95824
	4404 Del Rio Road	Sacramento	Sacramento	95822
	6665 Stockton Blvd #6	Sacramento	Sacramento	95823
	5270 Elvas Avenue	Sacramento	Sacramento	95819
05691	42146 Big Bear Boulevard	Big Bear Lake	San Bernardino	92315-6897
	15888 Main St. #Abc	Hesperia	San Bernardino	92455
	9713 Baseline Road	Rancho Cucamonga	San Bernardino	91730
	16200 Bear Valley Road #106	Victorville	San Bernardino	92395
	1347 Tavern Road #26	Alpine	San Diego	91901
05616	1325 3Rd Avenue	Chula Vista	San Diego	91911-4302
	1106 Orange Ave	Coronado	San Diego	92118
05636	463 College Boulevard	Oceanside	San Diego	92057-5435
	1838 S. Coast Highway	Oceanside	San Diego	92054
05650	3506 National Avenue	San Diego	San Diego	92113-3114
	957 Catalina Blvd	San Diego	San Diego	92106
05639	121 South Rancho Santa Fe Road	San Marcos	San Diego	92078-2501
05641	9759 Mission Gorge Road	Santee	San Diego	92071-3809
05896	4045 24Th Street	San Francisco	San Francisco	94114-3715
05900	1300 Bush Street	San Francisco	San Francisco	94109-5612
06205	5280 Geary Boulevard	San Francisco	San Francisco	94118-2818
06227	1496 Market Street	San Francisco	San Francisco	94102-6004
06233	776 Market Street	San Francisco	San Francisco	94102-2514

EXHIBIT A-3

Store	Address	City	County	Zip
06248	200 West Portal Avenue	San Francisco	San Francisco	94127-1423
06382	1830 Ocean Avenue	San Francisco	San Francisco	94112-1728
07801	3931 Alemany Blvd Ste 2001	San Francisco	San Francisco	94132-3206
05997	7932 North El Dorado Street	Stockton	San Joaquin	95210-2406
	2232 N. El Dorado St., Suite A	Stockton	San Joaquin	95204
	1530 Waterloo Road	Stockton	San Joaquin	95205
	4825 E. Camino Real	Atascadero	San Luis Obispo	93422
	2121 Spring St.	Paso Robles	San Luis Obispo	93446
	1941 Johnson Avenue #100	San Luis Obispo	San Luis Obispo	93401
	948 E. Foothill Blvd	San Luis Obispo	San Luis Obispo	93405
	590-A Main St.	Templeton	San Luis Obispo	93465
05792	7127 Hollister Ave., #28	Goleta	Santa Barbara	93117-2859
	222 N. Milpas St.	Santa Barbara	Santa Barbara	93103
05888	685 San Antonio Road	Mountain View	Santa Clara	94040-1303
05889	1040 Grant Road	Mountain View	Santa Clara	94040-3226
05982	1140 Blossom Hill Road	San Jose	Santa Clara	95118-3199
	3051 Meridian Avenue	San Jose	Santa Clara	
05977	3520 Homestead Road	Santa Clara	Santa Clara	95051-5166
	6240 Highway 9	Felton	Santa Cruz	95018
	21 Brennan St #18	Watsonville	Santa Cruz	95076
	3645 Eureka Way	Redding	Shasta	96001
	4215 Front St.	Shasta Lake	Shasta	96001
	511 Main St	Etna	Siskiyou	96027
	123 Main St.	Weed	Siskiyou	96094
06064	2050 Nut Tree Road	Vacaville	Solano	95687-7108
05960	6345 Commerce Boulevard	Rohnert Park	Sonoma	94928-2498
	2400 Coffee Road	Modesto	Stanislaus	95355
	1401 Spanos Ct Ste 105	Modesto	Stanislaus	95355
	3337 Atchinson Street	Riverbank	Stanislaus	95367
	245 W. Main St.	Turlock	Stanislaus	95380
	2120 Solano St	Corning	Tehama	96021
	40665 Road 128	Cutler	Tulare	93615
	781 N. Sequoia Ave	Lindsay	Tulare	93247
	12739 Avenue 416	Orosi	Tulare	93647
	3757 W. Hemlock St	Oxnard	Ventura	93035
	2555 E. Main St.	Ventura	Ventura	93003

EXHIBIT B-1

EXHIBIT B-1 -- CIVIL PENALTIES

Agency	Civil Penalties - Business and Professions §17200 Penalties	Civil Penalties - Health and Safety §25500 Penalties	Total of Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	$ 50,000.00	$ 16,000.00	$ 66,000.00
Butte Co. District Attorney's Office	$ 15,000.00	$ 5,000.00	$ 20,000.00
Calaveras Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Colusa Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Contra Costa Co. District Attorney's Office	$ 34,000.00	$ 10,000.00	$ 44,000.00
Del Norte Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
El Dorado Co. District Attorney's Office	$ 6,000.00	$ 2,000.00	$ 8,000.00
Fresno Co. District Attorney's Office	$ 100,000.00	$ 52,000.00	$ 152,000.00
Humboldt Co. District Attorney's Office	$ 6,000.00	$ -	$ 6,000.00
Inyo Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Kern Co. District Attorney's Office	$ 50,000.00	$ 16,000.00	$ 66,000.00
Kings Co. District Attorney's Office	$ 6,000.00	$ 2,000.00	$ 8,000.00
Lake Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Lassen Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Los Angeles City Attorney's Office	$ 100,000.00	$ -	$ 100,000.00
Los Angeles Co. District Attorney's Office	$ 700,000.00	$ 500,000.00	$ 1,200,000.00
Madera Co. District Attorney's Office	$ 6,000.00	$ -	$ 6,000.00
Marin Co. District Attorney's Office	$ 10,000.00	$ 5,000.00	$ 15,000.00
Mariposa Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Mendocino Co. District Attorney's Office	$ 6,000.00	$ 2,000.00	$ 8,000.00
Merced Co. District Attorney's Office	$ 7,000.00	$ 3,000.00	$ 10,000.00
Modoc Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Mono Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Monterey Co. District Attorney's Office	$ 28,000.00	$ 10,000.00	$ 38,000.00
Napa Co. District Attorney's Office	$ 20,000.00	$ 8,000.00	$ 28,000.00
Nevada Co. District Attorney's Office	$ 4,000.00	$ -	$ 4,000.00
Orange Co. District Attorney's Office	$ 200,000.00	$ 65,000.00	$ 265,000.00
Placer Co. District Attorney's Office*	$ 16,000.00	$ 7,000.00	$ 23,000.00
Plumas Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Riverside Co. District Attorney's Office**	$ 100,000.00	$ 1,100,000.00	$ 1,200,000.00
Sacramento Co. District Attorney's Office***	$ 75,000.00	$ 26,000.00	$ 101,000.00
San Benito Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
San Bernardino Co. District Attorney's Office [Includes $69,000.00 in civil penalties for the Statewide Circuit Prosecutor Position	$ 126,000.00	$ 59,000.00	$ 185,000.00
San Diego City Attorney's Office	$ 75,000.00	$ -	$ 75,000.00
San Diego Co. District Attorney's Office	$ 200,000.00	$ 35,000.00	$ 235,000.00
San Francisco Co. District Attorney's Office	$ 11,000.00	$ 5,000.00	$ 16,000.00
San Joaquin Co. District Attorney's Office	$ 100,000.00	$ 1,100,000.00	$ 1,200,000.00
San Luis Obispo Co. District Attorney's Office	$ 25,000.00	$ 5,000.00	$ 30,000.00
San Mateo Co. District Attorney's Office	$ 21,000.00	$ 5,000.00	$ 26,000.00
Santa Barbara Co. District Attorney's Office	$ 13,000.00	$ 5,000.00	$ 18,000.00
Santa Clara Co. District Attorney's Office	$ 59,000.00	$ -	$ 59,000.00
Santa Cruz Co. District Attorney's Office	$ 12,000.00	$ 3,000.00	$ 15,000.00

EXHIBIT B-1 -- CIVIL PENALTIES

Agency	Civil Penalties - Business and Professions §17200 Penalties	Civil Penalties - Health and Safety §25500 Penalties	Total of Civil Penalties Paid to Agency
Shasta Co. District Attorney's Office	$ 14,000.00	$ 4,000.00	$ 18,000.00
Siskiyou Co. District Attorney's Office	$ 4,000.00	$ -	$ 4,000.00
Solano Co. District Attorney's Office****	$ 110,000.00	$ 29,000.00	$ 139,000.00
Sonoma Co. District Attorney's Office	$ 15,000.00	$ 5,000.00	$ 20,000.00
Stanislaus Co. District Attorney's Office	$ 15,000.00	$ 3,000.00	$ 18,000.00
Sutter Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Tehama Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Tulare Co. District Attorney's Office	$ 60,000.00	$ 20,000.00	$ 80,000.00
Tuolumne Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Ventura Co. District Attorney's Office	$ 250,000.00	$ 45,000.00	$ 295,000.00
Yolo Co. District Attorney's Office	$ 400,000.00	$ 20,000.00	$ 420,000.00
Yuba Co. District Attorney's Office	$ 2,000.00	$ -	$ 2,000.00
Totals - Prosecutor Civil Penalties	$ 3,079,000.00	$ 3,172,000.00	**$ 6,251,000.00**

* PLACER: The money paid to the Placer 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.

** RIVERSIDE: Health and Safety Code § 25515.2: Rite Aid shall pay $1,100,000.00 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.

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

*** SACRAMENTO: The money paid to the Sacramento District Attorney as costs and penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the 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.

**** SOLANO: Court further orders that these proceeds are designated as non-supplanting funds to be used by the Solano County District Attorney's Office only for the investigation and prosecution of environmental protection cases including, without limitation, those cases that can potentially be brought as unfair competition actions pursuant to B&P Code Section 17200 et seq.

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

EXHIBIT B-2

EXHIBIT B-2 -- CIVIL PENALTIES

Agency	Total Civil Penalties Paid to Agency - Pursuant to Health and Safety Code §25515.2
Alameda Co. - City of San Leandro Environmental Services	$ 2,000.00
Alameda Co. - Environmental Health Services	$ 2,000.00
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	$ 2,000.00
Alameda Co. - Hayward City Fire Dept.	$ 4,000.00
Alameda Co. - Livermore/Pleasanton Fire Dept., Haz Mat Unit*	$ 6,000.00
Alameda Co. - Oakland City Fire Department	$ 4,000.00
Environmental Programs Division	$ 4,000.00
Calaveras Co. - CUPA Environmental Health	$ 2,000.00
California Highway Patrol	$ 20,000.00
Colusa Co. - Health and Human Services	$ 2,000.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	$ 29,000.00
Del Norte Co. - Environmental Health Dept.	$ 2,000.00
Department of Toxic Substances Control	$ 125,000.00
El Dorado Co. - Environmental Mgmt. Dept.	$ 8,000.00
Fresno Co. - Community Health Dept., Environmental Health Division	$ 271,000.00
Humboldt Co. - Div. of Environmental Health	$ 46,000.00
Inyo Co. - Department of Environmental Health Services	$ 2,000.00
Kern Co. - Bakersfield City Fire Department	$ 24,000.00
Kern Co. - Environmental Health Services Department	$ 20,000.00
Kings Co. - Environmental Health Services	$ 8,000.00
Lake Co. - Division of Environmental Health	$ 2,000.00
Lassen Co. - Dept. of Environmental Health	$ 2,000.00
Los Angeles Co. - El Segundo Fire	$ 2,000.00
Los Angeles Co. - Fire Health Hazmat	$ 300,000.00
Los Angeles Co. - Glendale City Fire Dept., Environ. Mgmt. Center	$ 4,000.00
Los Angeles Co. - Long Beach Environmental Health	$ 20,000.00
Los Angeles Co. - Santa Monica Fire	$ 6,000.00
Madera Co. - Dept. of Environmental Health	$ 26,000.00
Marin Co. - Dept. of Public Works, Waste Mngt. Div.	$ 10,000.00
Mariposa Co. - Public Health Dept.	$ 2,000.00
Mendocino Co. - Environmental Health Division	$ 8,000.00
Merced Co. - Division of Environmental Health	$ 10,000.00
Modoc Co. - Environmental Health	$ 2,000.00
Mono Co. - Health Department	$ 2,000.00
Monterey Co. - Environmental Health Division	$ 32,000.00
Napa Co. - Dept. of Env. Mngt.	$ 22,000.00
Nevada Co. - CUPA Env. Health	$ 4,000.00
Orange Co. - City of Anaheim Fire Department	$ 5,000.00
Orange Co. - Environmental Health**	$ 161,000.00
Placer Co. - Environmental Health Division	$ 26,000.00
Placer Co. - Roseville City Fire Dept.	$ 9,000.00
Plumas Co. - Environmental Health	$ 2,000.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	$ 318,000.00
Sacramento Co. - Environmental Mgmt. Dept.	$ 236,500.00

EXHIBIT B-2 -- CIVIL PENALTIES

Agency	Total Civil Penalties Paid to Agency - Pursuant to Health and Safety Code §25515.2	
San Benito Co. - Health Dept.	$	2,000.00
San Bernardino Co. - Fire Haz Mat	$	77,000.00
San Diego Co. - Dept. of Environmental Health	$	285,500.00
San Francisco Co. - CUPA City & County Public Health Dept.	$	8,000.00
San Joaquin Co. - Environmental Health Department	$	208,500.00
San Luis Obispo Co. - Environmental Health Services	$	20,000.00
San Mateo Co. - Environmental Health Division	$	19,000.00
Santa Barbara Co. - Fire Dept.	$	17,000.00
Santa Clara Co. - City of Gilroy Fire Dept.	$	2,000.00
Santa Clara Co. - City of Santa Clara Fire Department	$	3,000.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	$	51,000.00
Santa Clara Co. - Sunnyvale Department of Public Safety/HMD	$	2,000.00
Santa Cruz Co. - Environmental Health	$	10,000.00
Shasta Co. - Environmental Health Division	$	12,000.00
Siskiyou Co. - Environmental Health Division	$	4,000.00
Solano Co. - Environmental Health Services	$	7,000.00
Sonoma Co. - City of Healdsburg/City of Sebastopol JPA	$	22,000.00
Sonoma Co. - Fire & Emergency Services Dept.	$	23,000.00
Sonoma Co. - Santa Rosa City Fire	$	28,000.00
Stanislaus Co. - Dept. of Environmental Resources	$	38,000.00
Sutter Co. - Environmental Health Services	$	2,000.00
Tehama Co. - Environmental Health Dept.	$	2,000.00
Tulare Co. - Environmental Health	$	182,500.00
Tuolumne Co. - Environmental Health	$	2,000.00
Ventura Co. - City of Oxnard Fire Dept.	$	34,000.00
Ventura Co. - Environmental Health Dept.	$	128,500.00
Yolo Co. - Environmental Health	$	162,500.00
Yuba Co. - Environmental Health Dept.	$	2,000.00
Total - Agency Civil Penalties	**$**	**3,149,000.00**

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

** ORANGE: One Hundred Sixty-One Thousand Dollars ($161,000.00) 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.

EXHIBIT C

EXHIBIT C – SUPPLEMENTAL ENVIRONMENTAL PROJECTS*

1. **Environmental Protection Prosecution Fund.** Rite Aid shall provide the amount of Six Hundred Ten Thousand Dollars ($610,000.00) 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.**

a. Rite Aid shall provide the amount of Five Hundred Thousand Dollars ($500,000.00) 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. Up to Sixty Thousand Dollars ($60,000.00) of these monies may be used by the CUPA Forum to pay for meeting room expenses and/or to reimburse attendees for travel expenses incurred attending the RCRA Unraveled Courses sponsored by the CUPA Forum. These attendees may include non-CUPA members who work environmental enforcement with California CUPA cases, including, but not limited to: prosecutors, paralegals, and investigators.

b. Rite Aid shall provide the amount of Four Hundred Thousand Dollars ($400,000.00) to fund scholarships for attendance and participation at the annual CUPA Conference. Each of these scholarships shall cover conference registration, transportation, meals and hotel at the training conference rate. Travel and per diem expenses will be reimbursed in accordance with the reimbursement policies of the "California CUPA Forum Board Training Conference Expense Reimbursement Policies", and any subsequent modifications thereto.

3. **California District Attorneys Association Environmental Project.** Rite Aid shall provide the amount of Seventy Five Thousand Dollars ($75,000.00) to be used by the California District Attorneys Association Environmental Project for the purposes of providing training consistent with the objectives of the Environmental Project.

4. **California District Attorneys Association Environmental Circuit Prosecutor Project.** Rite Aid shall provide the amount of Seventy-Five Thousand Dollars ($75,000.00) to be used by the California District Attorneys Association Environmental Circuit Prosecutor Project for the purposes of providing training consistent with the objectives of the Environmental Circuit Prosecutor Project.

5. **Western States Project.**

a. Rite Aid shall provide the amount of Forty Four Thousand Dollars ($44,000.00) to be used by the Western States Project for the purposes of providing training consistent with the objectives of the Western States Project.

b. Rite Aid shall provide Eighty-Five Thousand Dollars ($85,000.00) to be used to help fully fund Twenty Four (24) scholarships to attend the Advanced Environmental Criminal Training Program in Glynn County, GA or San Luis Obispo, CA. Western States shall work in conjunction with the United States Environmental Protection Agency to provide this training. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals.

6. **California Hazardous Materials Investigators Association (CHMIA).*** Rite Aid shall provide the amount of One Hundred Thousand Dollars ($100,000.00) to be used by CHMIA to fund

partial scholarships for attendance and participation at their annual training conference presented by CHMIA.

7. **California Advanced Environmental Criminal Training Program (Cal-AECTP) in conjunction with the California Hazardous Material Investigators Association (CHMIA).** Rite Aid shall provide Eighty-Five Thousand Dollars ($85,000.00) to be used to help fully fund scholarships for this training. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals.

* If the payment provided by Rite Aid 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	$	6,500.00
Fresno Co. District Attorney's Office	$	24,000.00
Los Angeles City Attorney's Office	$	15,000.00
Los Angeles Co. District Attorney's Office	$	125,000.00
Monterey Co. District Attorney's Office	$	3,750.00
Napa Co. District Attorney's Office	$	6,500.00
Orange Co. District Attorney's Office	$	15,000.00
Riverside Co. District Attorney's Office*	$	130,000.00
Sacramento Co. District Attorney's Office**	$	3,750.00
San Bernardino Co. District Attorney's Office [Includes $6875.00 costs for the Statewide Circuit Prosecutor Position (SWCPP)]	$	9,000.00
San Diego City Attorney's Office	$	9,000.00
San Diego Co. District Attorney's Office	$	170,000.00
San Joaquin Co. District Attorney's Office	$	220,625.00
San Mateo Co. District Attorney's Office	$	1,250.00
Santa Clara Co. District Attorney's Office	$	2,500.00
Solano Co. District Attorney's Office	$	10,000.00
Sonoma Co. District Attorney's Office	$	1,250.00
Tulare Co. District Attorney's Office	$	10,000.00
Ventura Co. District Attorney's Office	$	20,000.00
Yolo Co. District Attorney's Office	$	50,000.00
Total - Prosecutor Costs	**$**	**833,125.00**

* RIVERSIDE: Rite Aid shall pay $130,000.00 as costs to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.

** SACRAMENTO: The money paid to the Sacramento District Attorney as costs and penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office 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. - City of San Leandro Environmental Services	$ 500.00
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	$ 500.00
Alameda Co. - Hayward City Fire Dept.	$ 750.00
Alameda Co. - Livermore/Pleasanton Fire Dept., Haz Mat Unit*	$ 1,000.00
Alameda Co. - Oakland City Fire Department	$ 1,000.00
Alameda Co. - Union City Economic & Community Development Dept., Environmental Programs Division	$ 500.00
Alameda Co. - Environmental Health Services	$ 500.00
Butte Co. - Environmental Health Dept.	$ 375.00
California Highway Patrol	$ 1,500.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	$ 250.00
Department of Toxic Substances Control	$ 5,000.00
El Dorado Co. - Environmental Mgmt. Dept.	$ 250.00
Fresno Co. - Community Health Dept., Environmental Health Division	$ 6,250.00
Humboldt Co. - Div. of Environmenal Health	$ 1,875.00
Madera Co. - Dept. of Environmental Health	$ 500.00
Monterey Co. - Environmental Health Division	$ 1,250.00
Napa Co. - Dept. of Env. Mngt.	$ 1,750.00
Placer Co. - Environmental Health Division	$ 500.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	$ 28,125.00
Sacramento Co. - Environmental Mgmt. Dept.	$ 3,000.00
San Bernardino Co. - Fire Haz Mat	$ 2,500.00
San Diego Co. - Dept. of Environmental Health	$ 17,500.00
San Joaquin Co. - Environmental Health Department	$ 20,000.00
San Luis Obispo Co. - Environmental Health Services	$ 1,750.00
San Mateo Co. - Environmental Health Division	$ 1,250.00
Solano Co. - Environmental Health Services	$ 500.00
Sonoma Co. - City of Healdsburg/City of Sebastopol JPA	$ 250.00
Sonoma Co. - Fire & Emergency Services Dept.	$ 250.00
Sonoma Co. - Santa Rosa City Fire	$ 500.00
Stanislaus Co. - Dept. of Environmental Resources	$ 500.00
Tulare Co. - Environmental Health	$ 9,375.00
Ventura Co. - City of Oxnard Fire Dept	$ 875.00
Ventura Co. - Environmental Health Dept.	$ 3,000.00
Yolo Co. - Environmental Health	$ 3,250.00
Total - Agency Costs	**$ 116,875.00**

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