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STOCKTON  
2013 JUN -5 AM 11:59  
ROSA J. MOYNIHAN, CLERK  
BY TAMMY KRANICH  
DEPUTY

8  
9 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN**

10 The People of the State of California,  
11 Plaintiff,  
12 vs.  
13 WINCO FOODS LLC, a Delaware Corporation,  
14 Defendant.

) Case No. 39-2013-00297209-CU-TT-STK  
)  
) **NOTICE OF ENTRY OF JUDGMENT**  
)  
) Dept. 33

15 **TO ALL PARTIES APPEARING HEREIN AND THEIR ATTORNEYS:**

16 PLEASE TAKE NOTICE that a Stipulation For Entry Of Final Judgment And Permanent Injunction  
17 in the above action was entered by the San Joaquin County Superior Court Clerk's Office on June 3,  
18 2013. A copy of this Stipulation For Entry Of Final Judgment And Permanent Injunction is attached  
19 to this Notice of Entry of Judgment.

20 Dated: June 5, 2013

JAMES P. WILLETT  
DISTRICT ATTORNEY

23 ACCOUNTING UNIT  
DEPARTMENT OF  
TOXIC SUBSTANCES CONTROL

21 By: DAVID J. IREY  
22 Supervising Deputy District Attorney  
23 Environmental Prosecutions Unit

24 JUN 14 2013

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18 *Attorneys for Plaintiff,  
19 People of the State of California*

19 *[Plaintiff's Counsel Continued on Attachment A]*

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA

22 COUNTY OF SAN JOAQUIN

23 **THE PEOPLE OF THE STATE OF  
24 CALIFORNIA,**

25 Plaintiff,

26 v.

27 **WINCO FOODS LLC,  
28 a Delaware Corporation,**

Defendant.

Filed JUN - 3 2013  
ROSA JUNQUEIRO, CLERK

By TAMMY KHANICH  
DEPUTY

Case No. 39-2013-00297209-CU-TT-STK

STIPULATION FOR ENTRY OF FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION

Action Filed: May 20, 2013

Judge: Honorable Linda L. Lofthus

Department: 33

1           WHEREAS, this Stipulation for Entry of Final Judgment and Permanent Injunction ("Final  
2 Judgment") is entered into by Plaintiff, the People of the State of California ("People") and  
3 Defendant WinCo Foods LLC, a Delaware Limited Liability Corporation ("Defendant"). The  
4 People and Defendant shall be referred to collectively as "Parties." The Parties have stipulated  
5 and consented to the entry of this Final Judgment prior to trial. The Parties have agreed to settle  
6 the above captioned matter without further litigation, as set forth below;

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

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

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

12           **1. JURISDICTION**

13           The Parties stipulate and agree that the Superior Court of California, County of San  
14 Joaquin, has subject matter jurisdiction over the matters alleged in this action and personal  
15 jurisdiction over the Parties to this Final Judgment.

16           **2. SETTLEMENT OF DISPUTED CLAIMS**

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

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

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**3. DEFINITIONS**

Except where otherwise expressly defined in this Final Judgment, all terms shall be interpreted consistent with the Hazardous Waste Control Law, Health and Safety Code Sections 25100-25258.2; Hazardous Materials Release Response Plans and Inventory Law, Health and Safety Code Sections 25500-25520; the Medical Waste Management Act, Health and Safety Code Sections 117600-118360; the regulations promulgated under these sections.

“Covered Facilities” means any WinCo facility in the State of California including, but not limited to, retail stores, distribution centers, and trucking operations owned or operated by Defendant and used to transport products and materials to and from such facilities located in the State of California and select locations in Arizona and Nevada that are responsible for the shipment of goods into and out of the State of California and that prior to or as of March 27, 2013, are owned, operated, licensed or leased or subleased by Defendant or any predecessor in interest as identified in **Exhibit A**, attached. Exhibit A shall not be to the exclusion of any locations that may have been inadvertently omitted, 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 March 1, 2008, to the date of entry of this Final Judgment. If after the People have had sufficient time within 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(s) 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, Sections 15100-16150 to implement certain State environmental programs within the local agency’s jurisdiction.

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

3 **4. INJUNCTIVE RELIEF**

4 Pursuant to the provisions of Health and Safety Code sections 25181, 25516, 25516.2,  
5 118325, and Business and Professions Code section 17203, and subject to Paragraph 23 below,  
6 Defendant shall comply with the Hazardous Waste Control Law, Health and Safety Code  
7 Sections 25100-25258.2; Hazardous Materials Release Response Plans and Inventory Law,  
8 Health and Safety Code Sections 25500-25520; the Medical Waste Management Act, Health and  
9 Safety Code Sections 117600-118360; and the applicable regulations promulgated under these  
10 chapters, to the extent that these provisions apply to WinCo's business operations at its Covered  
11 Facilities. Failure to comply with this injunction or any of the specific additional injunctive  
12 provisions that follow, may subject Defendant to sanctions, including, but not limited to,  
13 contempt and/or additional penalties. Paragraph 15, below, applies to any application or motion  
14 for failure to comply with the injunctive provisions of this Final Judgment.

15 **4.1 Specific Injunctive Provisions**

16 Defendant shall comply with each of the following provisions at and from the Covered  
17 Facilities to the extent that these provisions apply to WinCo's business operations at its Covered  
18 Facilities:

19 4.1.a. Defendant shall not dispose, or cause the disposal of, any hazardous waste at a point  
20 not authorized or permitted by the Department of Toxic Substances Control ("DTSC"), in  
21 violation of Health & Safety Code section 25189, including, without limitation, to any trash  
22 compactor, dumpster, drain, sink, or toilet at any of the Covered Facilities, or onto the surface or  
23 subsurface of the ground at any unauthorized location, or at a landfill or transfer station not  
24 authorized to receive hazardous waste.

25 4.1.b. Defendant shall determine, at each California Facility, whether each item returned by  
26 a customer to that facility is "waste" as defined by California Code of Regulations, Title 22,  
27 Section 66261.2, and if so, determine if that waste is "hazardous waste," as required by California  
28 Code of Regulations, Title 22, Section 66262.11.

1 4.1.c. Defendant shall determine, at each California Facility, whether each waste generated  
2 at that facility as a result of a spill, container breakage or other means rendering the product not  
3 usable for its intended purpose, is a "hazardous waste" as required by California Code of  
4 Regulations, Title 22, section 66262.11.

5 4.1.d. Defendant shall manage every hazardous waste so identified pursuant to paragraphs  
6 4.1.a., 4.1.b. and 4.1.c in accordance with the requirements of Chapter 6.5 of the Health and  
7 Safety Code and its implementing regulations in the California Code of Regulations, Title 22.

8 4.1.e. Defendant shall not transport, transfer custody of, or cause to be transported, any  
9 hazardous waste unless the transporter is properly licensed and registered to do so, as required by  
10 Health & Safety Code section 25163. This prohibition includes, without limitation, the  
11 transportation of any hazardous waste by a person that is not properly licensed and registered to  
12 transport hazardous waste on a tractor and/or trailer owned or operated by Defendant.

13 4.1.f. Defendant shall not transport, or cause to be transported, any hazardous waste to an  
14 unauthorized location, in violation of Health & Safety Code section 25189.5.

15 4.1.g. Defendant shall not transport, or cause to be transported, any item that would be  
16 considered hazardous in California pursuant to Chapter 11 of Title 22, Division 4.5 of the  
17 California Code of Regulations, as part of its "reverse logistics" process to centralize the  
18 management of returned items at distribution centers owned by Defendant, unless pursuant to a  
19 contractual agreement expressly providing for the return of the item to the manufacturer or the  
20 manufacturer's designated agent, and unless the item is in sufficiently good condition that it may  
21 be donated, resold, reused, or recycled in a manner that does not constitute discard, pursuant to  
22 California Code of Regulations, Title 22, section 66261.2.

23 4.1.h. Defendant shall lawfully and timely dispose of all accumulated hazardous waste from  
24 each California Facility at least one time during every ninety (90) day period (unless a longer  
25 interval is allowed for by California Code of Regulations Section 66262.34 or other law); and  
26 shall timely cause to be prepared and filed with the DTSC a hazardous waste manifest for all  
27 hazardous waste that is transported, or submitted for transportation, for offsite handling,  
28 treatment, storage, disposal, or any combination thereof, as provided by Health & Safety Code

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

4 4.1.i. Defendant or Defendant's designated contractor shall contact the transporter and/or  
5 the owner or operator of the designated facility which was to receive any hazardous waste to  
6 determine the status of the hazardous waste in the event of non-receipt of a copy of the manifest  
7 with the handwritten signature of the owner or operator of the designated facility within thirty-  
8 five (35) days of the date the waste was accepted by the initial transporter, as provided by  
9 California Code of Regulations, Title 22, Section 66262.42.

10 4.1.j. Defendant shall not treat, store, dispose of, transport, or offer for transportation, any  
11 hazardous waste without having received and used a proper identification number from the U.S.  
12 Environmental Protection Agency or DTSC, for the originating facility, as provided by Title 22 of  
13 the California Code of Regulations section 66262.12, subdivision (a).

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

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

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

1 and 6.95 of Division 20 of the Health & Safety Code, and of any corresponding changes in  
2 Defendant's environmental compliance program(s).

3 4.1.n. Defendant shall have in place at all times a hazardous waste contingency plan and  
4 emergency procedures for each California Facility, as required by California Code of  
5 Regulations, Title 22, sections 66265.51 through 66265.56.

6 4.1.o. Defendant shall, at each California Facility, continuously implement, maintain, and  
7 submit to the respective administering agency (as defined in Health and Safety Code sections  
8 25501 and 25502), a complete hazardous materials business plan, as required by Health and  
9 Safety Code sections 25504 and 25505 and California Code of Regulations, Title 19, section  
10 2729, as applicable. Each hazardous materials business plan shall include procedures for  
11 emergency response to a release or threatened release of hazardous materials, as required by  
12 Health and Safety Code section 25503.5. Such plan shall also include an employee training  
13 program that meets the requirements of Health and Safety Code section 25504, subdivisions (a)  
14 and (c), and California Code of Regulations, Title 19, section 2732.

15 4.1.p. Defendant shall immediately report any release or threatened release of a reportable  
16 quantity of any hazardous material from any California Facility into the environment, as required  
17 by Health and Safety Code sections 25507 and 25501.

18 4.1.q. Defendant shall prepare and maintain hazardous waste manifests, as required by  
19 Health and Safety Code Sections 25160(a) and (b), 25160.2(b)(3) and California Code of  
20 Regulations, Title 22, Section 66262.40(a), as applicable.

21 4.1.r. Defendant shall keep a copy of each manifest signed in accordance with Title 22 of  
22 the California Code of Regulations section 66262.23(a), for three (3) years, or until the generator  
23 received a signed copy from the designated facility which received the hazardous waste, as  
24 provided by California Code of Regulations, Title 22, section 66262.40(a).

25 4.1.s. Defendant shall properly manage, mark, and store universal waste in compliance  
26 with the standards for universal waste management found in California Code of Regulations, Title  
27 22, Sections 66273.1 et seq., as applicable.

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

4 4.1.u. Defendant shall comply with the California Medical Waste Management Act, Health  
5 and Safety Code sections 117600, et seq.

6 4.1.v. Defendant shall not knowingly cause to be deposited, without the permission of the  
7 owner, any hazardous substance upon the land of another, in violation of Penal Code section  
8 374.8, subdivision (b).

9 **4.2 Reverse Distribution of Pharmaceuticals**

10 4.2.a. By November 1, 2013, Defendant shall initiate work with appropriate stakeholders  
11 from business, including through retail trade associations, and directly or indirectly those from  
12 government, including the U.S. Environmental Protection Agency, the U.S. Food and Drug  
13 Administration, DTSC and California Department of Public Health, and thereafter either directly  
14 or through trade associations or informal coalitions of interested parties, to undertake to promote  
15 federal regulatory reform regarding the proper management of non-dispensable pharmaceuticals,  
16 including over-the-counter medications, through reverse distribution. For purposes of compliance  
17 with this Paragraph, at a minimum this work shall include quarterly communication with counsel  
18 or appropriate compliance personnel for CVS Pharmacy Inc. and Save Mart Supermarkets, or any  
19 three other retailers of WinCo's choosing, related to ongoing efforts of state and national non-  
20 dispensable pharmaceutical regulatory reform. Progress on such work shall be included in the  
21 status reports required by Paragraph 22 below.

22 4.2.b. During the term of this Final Judgment, the People shall only pursue a violation of  
23 this Final Judgment or applicable law regarding the reverse distribution of such non-dispensable  
24 pharmaceuticals if Defendant has failed to demonstrate reasonable diligence, given Defendant's  
25 size, capacity and scope in performing work on the federal regulatory reform described in  
26 subparagraph 4.2.a above. Nothing herein shall prevent the People from pursuing appropriate  
27 enforcement of this Final Judgment or applicable law regarding the reverse distribution of:

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1           1.     Non-dispensable pharmaceuticals for acts or omissions occurring on or  
2 after ninety (90) days following receipt by Defendant of written notice as provided by  
3 Paragraph 8 of their intent to do so, or;

4           2.     Non-dispensable over-the-counter drugs for acts or omissions occurring on  
5 or after one hundred eighty (180) days following receipt by Defendant of written notice as  
6 provided by Paragraph 8 of the People's intent to do so.

7 The Parties shall attempt to resolve any such dispute by means of good faith informal  
8 negotiations.

9           **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS,**  
10 **COSTS, AND ENHANCED ENVIRONMENTAL COMPLIANCE EFFORTS**

11           In consideration of Defendant's efforts to implement a company-wide retail  
12 hazardous/unsalable product waste program and the creation of new, enhanced compliance  
13 programs, as set forth in Paragraph 5.3, Defendant shall, in accordance with this Final Judgment,  
14 pay Civil Penalties, fund the Supplemental Environmental Projects provided for in this Final  
15 Judgment, and pay partial cost recovery, in the total amount of **THREE HUNDRED AND**  
16 **SEVENTY-FIVE THOUSAND DOLLARS (\$375,000.00)**. Said payments may be made by  
17 business or cashier's check and shall be made as set forth in Paragraphs 5.1 and 5.4 below.

18           Within twenty-one (21) business days of the date of entry of this Final Judgment, Defendant shall  
19 deliver all required payments to the District Attorney's Office for the County of San Joaquin,  
20 Attention: David J. Irely, Supervising Deputy District Attorney, for distribution pursuant to the  
21 terms of this Final Judgment.

22           **5.1 Civil Penalties**

23           Defendant shall pay **THREE HUNDRED AND THIRTY-ONE THOUSAND**  
24 **DOLLARS (\$331,000.00)** as civil penalties pursuant to Health and Safety Code sections 25189  
25 and 25514, and Business and Professions Code section 17206, to the prosecuting  
26 agencies/regulatory agencies identified in, and in accordance with the terms of, **Exhibits B-1 and**  
27 **B-2**, attached.

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1           **5.2 Supplemental Environmental Projects**

2           Defendant shall pay for supplemental environmental projects as identified in Paragraph 5.3.

3           **5.3 Enhanced Environmental Compliance Efforts**

4           Defendant shall implement a company-wide retail hazardous/unsalable product waste  
5 program, to include new hardware, programing, testing and employee training, to assist  
6 employees with the identification and classification of hazardous waste. Defendant has invested  
7 in a computerized hazardous waste classification scanning system that is installed at all  
8 warehouses and stores identified in Exhibit A.

9           Defendant shall create new environmental compliance positions to assist with Defendant's  
10 California environmental compliance efforts. Defendant has created and staffed the following  
11 positions: (1) Vice President of Environmental Affairs and; (2) Environmental Director. These  
12 positions will be responsible for environmental, health, regulatory and safety compliance  
13 assurance for the State of California and will include training of employees. These positions shall  
14 be continuously staffed for a minimum of five (5) years.

15           Defendant shall continue to utilize PSC Environmental Services, or an equivalent company,  
16 to conduct training and hazardous waste set up at each of its facilities listed on Exhibit A.

17           **5.4 Reimbursement of Partial Costs of Investigation and Enforcement**

18           Defendant shall pay **FOURTY FOUR THOUSAND DOLLARS (\$44,000.00)** for  
19 reimbursement of attorney's fees, costs of investigation, and other costs of enforcement, to the  
20 entities identified in, and in accordance with the terms of, **Exhibits C-1 and C-2**, attached.

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

22           The People may move this Court for additional relief for any violation of any provision of  
23 this Final Judgment including, but not limited to, contempt, additional injunctive provisions, or  
24 additional penalties consistent with the provisions of this Final Judgment. Unless otherwise set  
25 forth herein, nothing in this Final Judgment shall limit any rights of the People to seek any other  
26 relief or remedies provided by law, or limit the rights of Defendant to defend against any request  
27 of the People for such other relief or remedies.

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

2           7.1 This Final Judgment is a final and binding resolution and settlement of all claims,  
3 violations or causes of action expressly alleged by the People in the Complaint, or claims that  
4 could have been asserted within the scope of the allegations set forth in the Complaint (“Covered  
5 Matters”), against Defendant and its subsidiaries and affiliates, and each of their subsidiaries,  
6 affiliates, Covered Facilities, successors, heirs, assigns, and each of their respective officers,  
7 directors, shareholders, partners, employees, agents, representatives, members, managing  
8 members, managers, property owners, and facility operators (“Entities Covered by Final  
9 Judgment”). The People further covenant not to sue the Entities Covered by Final Judgment for  
10 any Covered Matter. Any claim, violation, or cause of action that is not a Covered Matter is a  
11 “Reserved Claim.” Reserved Claims include, without limitation, any violation that occurs after  
12 the Court's entry of this Final Judgment. The People reserve the right to pursue any Reserved  
13 Claim, and Defendant reserves its defenses against any Reserved Claim.

14           7.2 Any claims or causes of action by the People against Defendant for performance of  
15 cleanup, corrective action, or response action for any actual past or future release, spill, or  
16 disposal of hazardous waste or hazardous substances, universal waste, sharps waste,  
17 pharmaceutical waste, or photo waste with silver, or any other material, substance, or waste, that  
18 is caused or contributed to by Defendant at or from its Covered Facilities, and any claims or  
19 causes of action for performance of cleanup, corrective action, or response action relating to  
20 Defendant's disposal of the same that are discovered by the People after execution of this  
21 Agreement are Reserved Claims. For purposes of this Final Judgment, the term “release”  
22 includes, but is not limited to, any spilling, leaking, pumping, injecting, escaping, leaching,  
23 dumping, or disposing into the environment.

24           7.3 In any subsequent action that may be brought by the People based on any Reserved  
25 Claim, Defendant agrees that it will not assert that failing to pursue the Reserved Claim(s) as part  
26 of this action constitutes claim-splitting. This Paragraph does not affect any statute of limitations,  
27 if any, which may be applicable to any Reserved Claim(s) otherwise excluded from this Final

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

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

16 7.5 The provisions of paragraph 7.1 are effective on the date of entry of the Final  
17 Judgment. The continuing effect of paragraph 7.1 is expressly conditioned on Defendant's full  
18 payment of the amounts due under this Final Judgment.

19 7.6 Paragraph 7.1 does not limit the ability of the People to enforce the terms of this Final  
20 Judgment.

21 7.7 Defendant covenants not to pursue any civil or administrative claims against the People  
22 or against any agency of the State of California, any county or city in the State of California or  
23 any CUPA, Participating Agency or local agency (collectively "Agencies"), or against any of  
24 their officers, employees, representatives, agents or attorneys, arising out of or related to any  
25 Covered Matter; provided, however, that if any Agencies initiate claims against Defendant,  
26 Defendant reserves any and all rights, claims, demands and defenses against such Agencies.

27 7.8. It is not a breach of Defendant's obligations under Paragraphs 4 and 5 if Defendant is  
28 unable to perform due to a Force Majeure event.

1           7.8.a. Any event due to acts of God, acts of war or that arises beyond the control of the  
2 Defendant that prevents the performance of such an obligation despite Defendant's timely and  
3 diligent efforts to fulfill the obligation, is a Force Majeure event. A Force Majeure event does not  
4 include financial inability to fund or complete the work, any failure by Defendant's suppliers,  
5 contractors, subcontractors or other persons contracted to perform the work for or on behalf of  
6 Defendant (unless their failure to do so is itself due to a Force Majeure event), nor does it include  
7 circumstances which could have been avoided if Defendant had complied with preventative  
8 requirements imposed by law, regulation or ordinance.

9           7.8.b. If Defendant claims a Force Majeure event, it shall notify the Plaintiff in writing  
10 within three (3) business days of when the Defendant first learns that the event will prevent  
11 performance of an obligation in Paragraphs 4 and 5. Within fourteen (14) days thereafter, the  
12 Defendant shall provide to Plaintiff a written explanation and description of the reasons for the  
13 prevention of performance, all actions taken or to be taken to prevent or mitigate the non-  
14 performance, the anticipated date for performance, an explanation of why the event is a Force  
15 Majeure event, and any documentation to support Defendant's explanation. Within fourteen (14)  
16 days of receipt of such explanation, Plaintiff will notify the Defendant in writing whether Plaintiff  
17 agrees or disagrees with Defendant's assertion of a Force Majeure event. If the Parties do not  
18 agree that a particular delay or lack of performance is attributable to a Force Majeure event, either  
19 Party may petition the Court to resolve the dispute. If either Party petitions the Court to resolve  
20 the dispute, it will neither preclude nor prejudice the Plaintiff from bringing a motion to enforce  
21 the provisions of either Paragraph 4 or 5, as applicable, against Defendant as provided in  
22 subsection d., below.

23           7.8.c. The time for performance of the obligations under Paragraphs 4 and 5 of this Final  
24 Judgment that are affected by a Force Majeure event will be extended for such time as is  
25 necessary to complete those obligations. An extension of the time for performance of the  
26 obligations affected by the Force Majeure event shall not, of itself, extend the time for  
27 performance of any other obligation.

28           7.8.d. If Plaintiff chooses to enforce the provisions of Paragraphs 4 or 5 against Defendant

1 for the failure to perform in spite of Defendant's claim of a Force Majeure event, Defendant may  
2 raise the claimed Force Majeure event as a defense to such an action and shall have the burden of  
3 proof to demonstrate the Force Majeure event.

4 **8. NOTICE**

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

6 For the People:

7 David J. Irely  
8 Supervising Deputy District Attorney  
9 Office of the District Attorney of San Joaquin County  
10 222 E. Weber Ave., Room 202  
11 Stockton, CA 95202  
12 David.Irely@sjcda.org

13 For Defendant WinCo:

14 Michael J. Read  
15 Vice President of Public and Legal Affairs  
16 WinCo Foods, LLC  
17 650 North Armstrong Place  
18 Boise, ID 83704-0825  
19 Michael.Read@wincofoods.com

20 Kim Lamborn  
21 Vice President of Environmental Affairs & Food Safety  
22 WinCo Foods, LLC  
23 650 North Armstrong Place  
24 Boise, ID 83704-0825  
25 Kim.Lamborn@wincofoods.com

26 With a copy to:

27 Kristina Launey  
28 Seyfarth Shaw LLP  
400 Capitol Mall, Suite 2350  
Sacramento, CA 95814  
KLauney@seyfarth.com

1 Any Party may change its notice name and address by informing the other party in writing,  
2 but no change is effective until it is received. All notices and other communications required or  
3 permitted under this Final Judgment that are properly addressed as provided in this paragraph are  
4 effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days  
5 following deposit in the United States mail, postage prepaid, if delivered by mail. Notice shall be  
6 sent by electronic mail before 5 p.m. P.S.T. to the electronic mail addresses of the designated  
7 recipients for notice concurrent with sending the notice by overnight mail or United States mail.

8 **9. EFFECT OF FINAL JUDGMENT**

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

14 **10. LIABILITY OF THE PEOPLE**

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

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

22 The failure of the People to enforce any provision of this Final Judgment shall neither be  
23 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The  
24 failure of the People to enforce any such provision shall not preclude them from later enforcing  
25 the same or any other provision of this Final Judgment, subject to Paragraph 23. Except as  
26 expressly provided in this Final Judgment, Defendant retains all defenses allowed by law to any  
27 such later enforcement. No oral advice, guidance, suggestions or comments by employees or

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

3 **12. FUTURE REGULATORY CHANGES**

4 Nothing in this Final Judgment shall excuse Defendant from meeting any more stringent  
5 requirement that may be imposed by applicable law or by any change in the applicable law.  
6 Except as to Paragraph 4.2, to the extent any future statutory or regulatory change creates a  
7 conflict between existing law and the obligations set forth in the Final Judgment, Defendant will  
8 comply with the applicable legal requirement at the time, regardless of any such conflict with the  
9 Final Judgment.

10 **13. APPLICATION OF FINAL JUDGMENT**

11 This Final Judgment shall apply to and be binding upon the People and upon Defendant and  
12 its officers, directors, managers, employees, agents, successors and assigns. Nothing in this Final  
13 Judgment shall create personal liability for Defendant's officers, directors, shareholders, partners,  
14 employees, agents, representatives, members, managing members, managers, property owners or  
15 facility operators in their individual capacity.

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

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

20 **15. CONTINUING JURISDICTION**

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

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

2           On ten (10) days advance written notice, Defendant shall permit any duly authorized  
3 representative of the People to inspect and copy records and documents as they deem reasonably  
4 necessary to determine compliance with the terms of this Final Judgment. Notice shall be  
5 provided to Michael J. Read, Vice President of Public and Legal Affairs, and Kim Lamborn, Vice  
6 President of Environmental Affairs & Food Safety, as provided in Paragraph 8. Nothing in this  
7 paragraph is intended to require access to or production of any documents that are protected from  
8 production or disclosure by the attorney-client privilege, attorney work product doctrine, any  
9 other applicable privilege, defense, exemption, or immunity afforded to Defendant under  
10 applicable law, nor does it waive any of the objections or defenses to which Defendant would be  
11 entitled in responding to requests for documents made by subpoena or other formal legal process  
12 or discovery. This obligation shall not require Defendant to alter its normal document-retention  
13 policies (including, but not limited to, policies regarding backup tapes for electronic documents);  
14 provided, however, that Defendant's policies must comply with Health and Safety Code Chapters  
15 6.5 and 6.95; Health and Safety Code sections 117600, *et seq.*; and their implementing  
16 regulations as applicable, to the extent those provisions apply to Defendant's Covered Facilities.  
17 The Parties agree that Defendant will not be deemed in violation of this paragraph for failure to  
18 maintain such records unless Defendant fails to exercise reasonable diligence in administering  
19 this record retention requirement. Nothing in this paragraph is intended to limit the authority of  
20 any governmental agency to inspect Defendant or its records and documents under applicable  
21 law.

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

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

25           **18. INTERPRETATION**

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

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**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 an original signature.

**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 Section 8 above. The status report shall: (1) briefly summarize the actions that Defendant has taken during the previous year in order to comply with its obligations under this Final Judgment, including but not limited to a detailed information and evidence of expenditures for the enhanced environmental compliance efforts made by Defendant as required under Paragraph 5.3 of this Final Judgment; (2) disclose and provide copies of any notices of violation that Defendant has received pertaining to Paragraph 4.1, Specific Injunctive Provisions at its Covered Facilities, and disclose any corrective measures taken as a result; and (3) set forth any penalties Defendant has paid to any governmental agency for alleged noncompliance with any of the aforementioned environmental statutes or regulations arising from its Covered Facilities. Each status report shall be signed by an officer or corporate level manager of Defendant 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 (1) year after entry of this Final Judgment, and continuing for as long as this Final Judgment remains in effect,

1 Defendant shall, at the People's request, on an annual basis, meet to describe to the People's  
2 representatives the status of Defendant's compliance with Paragraph 4, 4.1, and 4.2 of this Final  
3 Judgment, and any reverse logistics program Defendant may have in place.

4 **23. TERMINATION OF FINAL JUDGMENT**

5 At any time after this Final Judgment has been in effect for five (5) years, and Defendant  
6 has paid any and all amounts due under the Final Judgment, any party may provide notice to the  
7 Court (which shall be served on all parties) that the injunctive provisions of this Final Judgment  
8 should expire and have no further force and effect ("Notice of Termination"). The injunctive  
9 provisions of this Final Judgment will be of no further force or effect sixty (60) days thereafter,  
10 unless the People file a motion contesting the expiration of any injunctive provisions within forty  
11 (40) days of receipt of the Notice of Termination. In the event that such motion is filed, none of  
12 the injunctive provisions of the Final Judgment contested in the People's motion will terminate  
13 pending the Court's ruling on the motion. The People reserve the right to contest termination  
14 exclusively on the grounds that Defendant has not substantially complied in all material respects  
15 with the injunctive provisions of Paragraph 4.1 of the Final Judgment or has not been reasonably  
16 diligent in pursuing the actions described in Paragraph 4.2.a, and to offer any evidence relevant to  
17 such motion. Defendant reserves its rights to respond to any ground raised in the People's motion  
18 and to offer any evidence relevant to such motion. The injunctive provisions in the Final  
19 Judgment will expire and be of no further force or effect unless the Court (upon consideration of  
20 the Parties' pleadings and arguments, if any) determines that the expiration of the provision at  
21 issue would not be in the interest of justice, because Defendant has not substantially complied in  
22 material respects with the provision of Paragraph 4.1 of the Final Judgment or has not been  
23 reasonably diligent in pursuing the actions described in Paragraph 4.2.a. The termination of the

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1 injunctive provisions of the Final Judgment shall have no effect on Defendant's obligation to  
2 comply with the requirements imposed by statute, regulation, ordinance, or law.

3 **IT IS SO STIPULATED.**

4 **FOR THE PEOPLE:**

6 JAMES P. WILLET, District Attorney  
7 County of San Joaquin, State of California

8 DATED: 5/21/13

9 By: DAVID J. IREY  
10 Supervising Deputy District Attorney

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

14 DATED: \_\_\_\_\_

15 By: \_\_\_\_\_  
16 DALE C. HOY II  
17 Deputy District Attorney

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

20 DATED: \_\_\_\_\_

21 By: \_\_\_\_\_  
22 DIANE M. TAIRA  
23 Deputy District Attorney

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

26 DATED: \_\_\_\_\_

27 By: \_\_\_\_\_  
28 ROBERT E. NICHOLS  
Deputy District Attorney

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3 **IT IS SO STIPULATED.**

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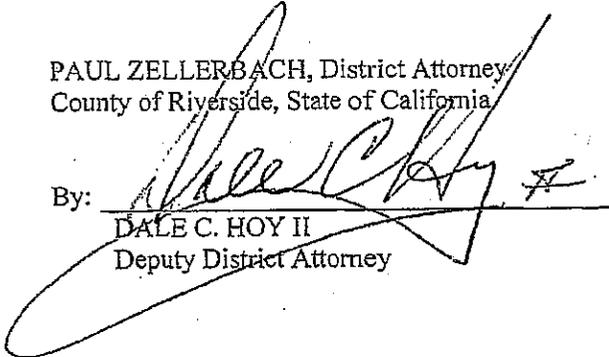
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6 JAMES P. WILLETT, District Attorney  
7 County of San Joaquin, State of California

8  
9 DATED: \_\_\_\_\_

By: \_\_\_\_\_  
10 DAVID J. IREY  
11 Supervising Deputy District Attorney

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

14 DATED: 5-21-2013

By:   
15 DALE C. HOY II  
16 Deputy District Attorney

17  
18 DONALD A. DU BAIN, District Attorney  
19 County of Solano, State of California

20 DATED: \_\_\_\_\_

By: \_\_\_\_\_  
21 DIANE M. TAIRA  
22 Deputy District Attorney

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

25 DATED: \_\_\_\_\_

By: \_\_\_\_\_  
26 ROBERT E. NICHOLS  
27 Deputy District Attorney

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**IT IS SO STIPULATED.**

**FOR THE PEOPLE:**

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID J. IREY  
Supervising Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DALE C. HOY II  
Deputy District Attorney

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

DATED: 5/20/13

By: *Diane Taira*  
DIANE M. TAIRA  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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**IT IS SO STIPULATED.**

**FOR THE PEOPLE:**

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
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Supervising Deputy District Attorney

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County of Riverside, State of California

DATED: \_\_\_\_\_

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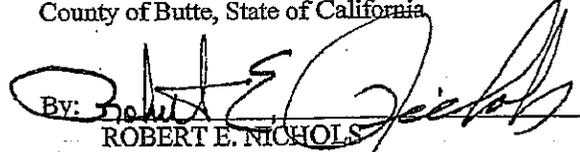
DONALD A. DU BAIN, District Attorney  
County of Solano, State of California

DATED: \_\_\_\_\_

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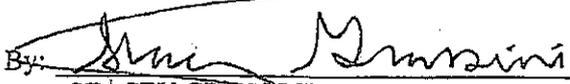
DATED: May 21, 2013

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: 5/20/13

By:   
STACEY GRASSINI  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL BRUMMEL  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN T. MITCHELL  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL WRIGHT  
Deputy District Attorney

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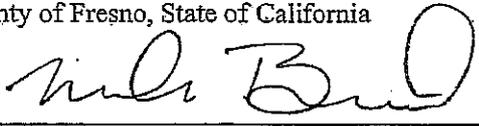
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MARK A. PETERSON, District Attorney  
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DATED: \_\_\_\_\_

By: \_\_\_\_\_  
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Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
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Deputy District Attorney

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

DATED: May 21, 2013

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
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County of Fresno, State of California

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MICHAEL BRUMMEL  
Deputy District Attorney

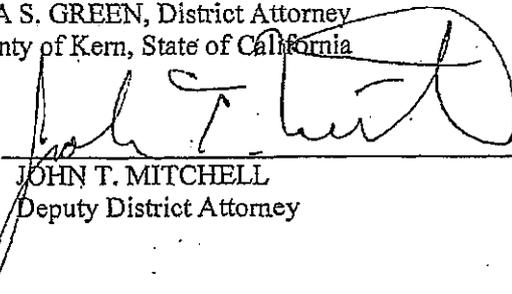
PAUL GALLEGOS, District Attorney  
County of Humboldt, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: 5-20-13

By:   
JOHN T. MITCHELL  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL WRIGHT  
Deputy District Attorney

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County of Contra Costa, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
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ELIZABETH A. EGAN, District Attorney  
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MICHAEL BRUMMEL  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
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LISA S. GREEN, District Attorney  
County of Kern, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN T. MITCHELL  
Deputy District Attorney

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

DATED: 5/20/2013

By: *Daniel Wright*  
DANIEL WRIGHT  
Deputy District Attorney

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

DATED: 5/22/13

By: Jane Crue  
JANE CRUE  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DOUGLAS WHALEY  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL SILVERMAN  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANAND B. JESRANI  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JANE CRUE  
Deputy District Attorney

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

DATED: 5/20/13

By: \_\_\_\_\_  
DOUGLAS WHALEY  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL SILVERMAN  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
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Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JANE CRUE  
Deputy District Attorney

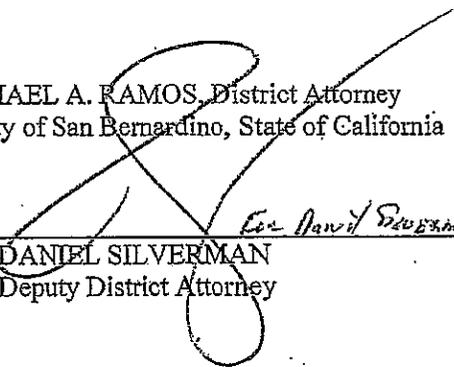
JAN SCULLY, District Attorney  
County of Sacramento, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DOUGLAS WHALEY  
Deputy District Attorney

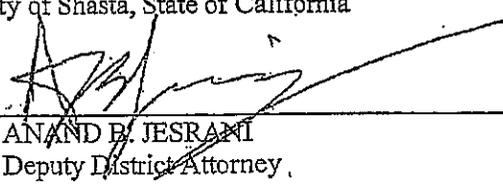
MICHAEL A. RAMOS, District Attorney  
County of San Bernardino, State of California

DATED: 5/23/13

By:  \_\_\_\_\_  
DANIEL SILVERMAN  
Deputy District Attorney

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

DATED: 05/20/2013

By:  \_\_\_\_\_  
ANAND B. JESRANI  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JANE CRUE  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DOUGLAS WHALEY  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL SILVERMAN  
Deputy District Attorney

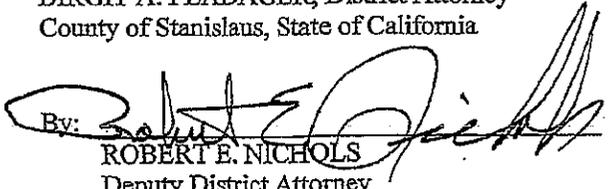
STEPHEN CARLTON, District Attorney  
County of Shasta, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANAND B. JESRANI  
Deputy District Attorney

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

DATED: May 21, 2013

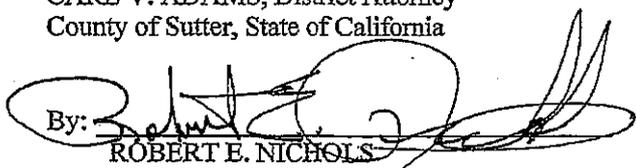
By:   
ROBERT E. NICHOLS  
Deputy District Attorney



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

DATED: May 21, 2013

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

**FOR DEFENDANT:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL J. READ  
Vice President of Public and Legal Affairs  
WINCO FOODS, LLC

REVIEWED AS TO FORM AND  
CONTENT:

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
KRISTINA LAUNEY  
SEYFARTH SHAW, LLP.  
Attorney for WINCO FOODS, LLC

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
HONORABLE LINDA L. LOFTHUS  
Judge of the Superior Court

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: May 20, 2013

By:   
RODNEY M. BLACO  
Deputy District Attorney

**FOR DEFENDANT:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL J. READ  
Vice President of Public and Legal Affairs  
WINCO FOODS, LLC

REVIEWED AS TO FORM AND  
CONTENT:

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
KRISTINA LAUNEY  
SEYFARTH SHAW, LLP.  
Attorney for WINCO FOODS, LLC

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
HONORABLE LINDA L. LOFTHUS  
Judge of the Superior Court

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

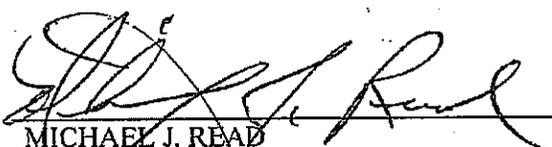
TIM WARD, District Attorney  
County of Tulare, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
RODNEY M. BLACO  
Deputy District Attorney

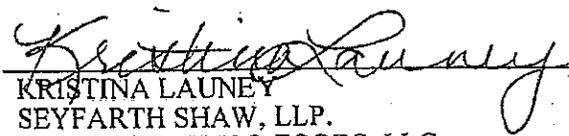
**FOR DEFENDANT:**

DATED: May 17, 2013

By:   
MICHAEL J. READ  
Vice President of Public and Legal Affairs  
WINCO FOODS, LLC

REVIEWED AS TO FORM AND  
CONTENT:

DATED: May 23, 2013

By:   
KRISTINA LAUNEY  
SEYFARTH SHAW, LLP.  
Attorney for WINCO FOODS, LLC

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
HONORABLE XXX  
Judge of the Superior Court

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

DATED: \_\_\_\_\_

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

**FOR DEFENDANT:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL J. READ  
Vice President of Public and Legal Affairs  
WINCO FOODS, LLC

REVIEWED AS TO FORM AND  
CONTENT:

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
KRISTINA LAUNEY  
SEYFARTH SHAW, LLP.  
Attorney for WINCO FOODS, LLC

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
HONORABLE LINDA L. LOFTHUS  
Judge of the Superior Court.

ATTACHMENT A

*Additional Counsel for the Plaintiff*

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MICHAEL L. RAMSEY  
Butte County District Attorney  
ROBERT E. NICHOLS, SBN 100028  
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Los Angeles County District Attorney  
2 DANIEL J. WRIGHT, SBN 129309  
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6 R. SCOTT OWENS  
Placer County District Attorney  
JANE CRUE, SBN 210122  
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8 Roseville, CA 95678  
Telephone: (916) 543-8000

9  
10 JAN SCULLY  
Sacramento County District Attorney  
11 DOUGLAS WHALEY, SBN 144557  
Deputy District Attorney  
12 906 G Street, Suite 700  
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13 Telephone: (916) 874-6174

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15 MICHAEL A. RAMOS  
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DANIEL I. SILVERMAN, SBN 224762  
16 Deputy District Attorney  
412 W. Hospitality Lane, Suite 301  
17 San Bernardino, CA 92415-0023  
Telephone: (909) 891-3330

18  
19 STEPHEN CARLTON  
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20 ANAND B. JESRANI, SBN 238252  
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21 1355 West Street  
Redding, CA 96001-1632  
22 Telephone: (530) 245-6300

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24 BIRGIT A. FLADAGER  
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ROBERT E. NICHOLS, SBN 100028  
25 Deputy District Attorney  
832 12th Street, Suite 300  
26 Modesto, CA 95354  
Telephone: (209) 525-5550

27  
28

1 CARL V. ADAMS  
Sutter County District Attorney  
2 ROBERT E. NICHOLS, SBN 100028  
Deputy District Attorney  
3 446 2nd Street, Suite 102  
Yuba City, CA 95991-5525  
4 Telephone: (530)822-7330

5  
6 TIM WARD  
Tulare County District Attorney  
7 RODNEY M. BLACO, SBN 212139  
Deputy District Attorney  
8 221 S. Mooney Blvd., Room 224  
Visalia, CA 93291  
9 Telephone: (559) 636-5494

10 GREGORY D. TOTTEN  
Ventura County District Attorney  
11 MITCHELL F. DISNEY, SBN 138114  
Deputy District Attorney  
12 5720 Ralston Street, Suite 300  
Ventura, CA 93009  
13 Telephone: (805) 662-1750

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EXHIBIT A

## Exhibit A - Covered Facilities

Store/DC No.	Address	City	County	Zip
25	2060 E. 20th St.	Chico	Butte	95928
52	6700 Lone Tree Way	Brentwood	Contra Costa	94513
63	2400 North Park Blvd.	Pittsburg	Contra Costa	94565
55	396 West Ashlan Ave.	Clovis	Fresno	93612
59	4488 W. Shaw Avenue	Fresno	Fresno	93722
69	1004 S. Peach Ave.	Fresno	Fresno	93727
7	636 W. Harris	Eureka	Humboldt	95501
32	4200 Coffee Rd.	Bakersfield	Kern	93308
107	3400 East South Street	Lakewood	Los Angeles	90805
35	740 West K4 Rd.	Lancaster	Los Angeles	93534
57	90 Rio Rancho Rd.	Pomona	Los Angeles	91766
31	10151 Fairway Dr.	Roseville	Placer	95678
71	4602 W. Florida Ave.	Hemet	Riverside	92545
66	42-600 Jackson St.	Indio	Riverside	92203
46	12880 Day St.	Moreno Valley	Riverside	92553
62	3150 N. Case Rd.	Perris	Riverside	92571
56	40435 Winchester Rd.	Temecula	Riverside	92591
36	4137 Elverta Rd	Antelope	Sacramento	95843
37	8142 Sheldon Rd.	Elk Grove	Sacramento	95758
53	200 Blue Ravine Rd.	Folsom	Sacramento	95630
54	8701 Greenback Lane	Orangevale	Sacramento	95662
65	19047 Bear Valley Rd	Apple Valley	San Bernardino	92308
33	14338 Foothill Blvd	Fontana	San Bernardino	92336
67	15350 Roy Rogers Dr.	Victorville	San Bernardino	92394
10	5110 Montauban Ave.	Stockton	San Joaquin	95210
103	2850 Pavilion Parkway	Tracy	San Joaquin	95304
58	1050 Old Alturas Rd.	Redding	Shasta	96003
60	855 Davis St., Suite A	Vacaville	Solano	95687
DC-89	4400 Crows Landing Rd.	Modesto	Stanislaus	95358
21	2200 Plaza Parkway	Modesto	Stanislaus	95350
26	1350 Franklin Rd.	Yuba City	Sutter	95993
61	3939 W. Caldwell Ave	Visalia	Tulare	93291
116	2750 Telephone Road	Ventura	Ventura	93003
108	330 W. Bell Road	Phoenix, AZ	Maricopa	85023
109	5850 W. Bell Road	Glendale, AZ	Maricopa	85308
110	1235 S. Power Road	Mesa, AZ	Maricopa	85206
112	80 N. Stephanie	Henderson, NV	Clark	89074
113	6101 N. Decatur Blvd.	Las Vegas, NV	Clark	89130

**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
Butte Co. District Attorney's Office	\$ 2,500.00	\$ -	\$ 2,500.00
Contra Costa Co. District Attorney's Office	\$ 8,000.00	\$ -	\$ 8,000.00
Fresno Co. District Attorney's Office	\$ 12,000.00	\$ -	\$ 12,000.00
Humboldt Co. District Attorney's Office	\$ 2,500.00	\$ -	\$ 2,500.00
Kern Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ 4,000.00
Los Angeles Co. District Attorney's Office	\$ 5,000.00	\$ 7,000.00	\$ 12,000.00
Placer Co. District Attorney's Office*	\$ 4,000.00	\$ -	\$ 4,000.00
Riverside Co. District Attorney's Office	\$ 42,000.00	\$ -	\$ 42,000.00
Sacramento Co. District Attorney's Office**	\$ 16,000.00	\$ -	\$ 16,000.00
San Bernardino Co. District Attorney's Office (Includes \$9,500.00 SWCPP penalties )	\$ 21,500.00	\$ -	\$ 21,500.00
San Joaquin Co. District Attorney's Office	\$ -	\$ 78,000.00	\$ 78,000.00
Shasta Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ 4,000.00
Solano Co. District Attorney's Office***	\$ 26,000.00	\$ -	\$ 26,000.00
Stanislaus Co. District Attorney's Office	\$ 5,000.00	\$ -	\$ 5,000.00
Sutter Co. District Attorney's Office	\$ 2,500.00	\$ -	\$ 2,500.00
Tulare Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ 4,000.00
Ventura Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ 2,000.00
<b>Totals - Prosecutor Civil Penalties</b>	<b>\$ 161,000.00</b>	<b>\$ 85,000.00</b>	<b>\$ 246,000.00</b>

\* 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.

\*\* 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.

\*\*\* 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 Investigating Agency - Pursuant to Health and Safety Code §25515.2
Butte Co. - District Attorney's Office	\$ 1,500.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 4,000.00
Department of Toxic Substances Control	\$ 10,000.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 6,000.00
Humboldt Co. - Div. of Environmental Health	\$ 2,000.00
Kern Co. - Bakersfield City Fire Department	\$ 2,000.00
Los Angeles Co. - Fire Health Hazmat	\$ 6,000.00
Placer Co. - Roseville City Fire Dept.	\$ 2,000.00
Riverside Co. - Dept. of Environmental Health	\$ 14,500.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 10,000.00
San Bernardino Co. - Fire Dept. HAZMAT Div.	\$ 6,000.00
San Joaquin Co. - Environmental Health Department	\$ 8,500.00
Shasta Co. - Environmental Health Division	\$ 2,000.00
Solano Co. - Environmental Health Services	\$ 2,000.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 5,000.00
Sutter Co. - Environmental Health Services	\$ 1,500.00
Tulare Co. - Environmental Health	\$ 2,000.00
<b>Total - Investigating Agency Civil Penalties</b>	<b>\$ 85,000.00</b>

EXHIBIT C-1

**EXHIBIT C-1 - COSTS**

Agency	Total Costs to Agency
Butte Co. District Attorney's Office	\$ 125.00
Contra Costa Co. District Attorney's Office	\$ 250.00
Fresno Co. District Attorney's Office	\$ 250.00
Humboldt Co. District Attorney's Office	\$ 125.00
Kern Co. District Attorney's Office	\$ 250.00
Los Angeles Co. District Attorney's Office	\$ 250.00
Orange Co. District Attorney's Office	\$ 3,500.00
Placer Co. District Attorney's Office*	\$ 250.00
Riverside Co. District Attorney's Office	\$ 4,750.00
Sacramento Co. District Attorney's Office**	\$ 250.00
San Bernardino Co. District Attorney's Office (CTEPPF plus SWCPP both penalties and costs)	\$ 250.00
San Diego Co. District Attorney's Office	\$ 1,625.00
San Joaquin Co. District Attorney's Office	\$ 15,565.00
Shasta Co. District Attorney's Office	\$ 250.00
Solano Co. District Attorney's Office***	\$ 4,750.00
Stanislaus Co. District Attorney's Office	\$ 125.00
Sutter Co. District Attorney's Office	\$ 125.00
Tulare Co. District Attorney's Office	\$ 250.00
Ventura Co. District Attorney's Office	\$ 250.00
Yolo Co. District Attorney	\$ 1,250.00
<b>Total - Prosecutor Costs</b>	<b>\$ 34,440.00</b>
<p>* 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.</p>	
<p>** 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.</p>	
<p>*** 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&amp;P Code Section 17200 et seq.</p>	

EXHIBIT C-2

**EXHIBIT C-2 - COSTS**

<b>Agency</b>	<b>Total Cost To Agency</b>
<b>Department of Toxic Substances Control</b>	<b>\$ 3,125.00</b>
<b>Humboldt Co. - Div. of Environmental Health</b>	<b>\$ 125.00</b>
<b>Riverside Co. - Dept. of Environmental Health</b>	<b>\$ 2,000.00</b>
<b>Sacramento Co. - Environmental Mgmt. Dept.</b>	<b>\$ 1,250.00</b>
<b>San Joaquin Co. - Environmental Health Department</b>	<b>\$ 2,000.00</b>
<b>Stanislaus Co. - Dept. of Environmental Resources</b>	<b>\$ 625.00</b>
<b>Total - Agency Costs</b>	<b>\$ 9,125.00</b>

1 The People of the State of California,  
2 Plaintiff,  
3 vs.  
4 WINCO FOODS LLC, a Delaware Corporation,  
5 Defendant.

Case No. 39-2013-00297209-CU-TT-STK

**PROOF OF SERVICE BY MAIL  
(CCP 1013, 2015.5)**

6  
7 I, ROXANE BRANNON, declare that:

8 I am employed in the County of San Joaquin, I am over the age of eighteen years and not a  
9 party to the within entitled cause; my business address is: 222 East Weber Avenue, Room 202,  
10 Stockton, California, 95202.

11 On the date set forth below, I served the **NOTICE OF ENTRY OF JUDGMENT** by  
12 placing a true copy thereof enclosed in sealed envelope following ordinary business practices for  
13 collection in San Joaquin County's outgoing mail system addressed as follows:

14 Kristina Launey  
15 Seyfarth Shaw LLP  
16 400 Capitol Mall, Suite 2350  
Sacramento, CA 95814

17 I am readily familiar with San Joaquin County's business practice for collection and  
18 processing of mail with the United States Postal Service and said mail would be deposited with the  
19 United States Postal Service sealed and postage fully paid at Stockton, California that same day in  
20 the ordinary course of business.

21 I declare under penalty of perjury that the foregoing is true and correct, and that this  
22 declaration was executed on June 5, 2013, at Stockton, California.

23  
24   
25 ROXANE BRANNON  
26  
27  
28