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

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF ALAMEDA

17 **PEOPLE OF THE STATE OF  
18 CALIFORNIA,**

19 Plaintiff,

20 v.

21 **WALGREEN CO.,**

22 Defendant.

Case No. RG12635137

STIPULATION FOR ENTRY OF FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION

Action Filed: June 18, 2012

**FILED**  
ALAMEDA COUNTY

DEC 13 2012

CLERK OF THE SUPERIOR COURT  
By D. WILLIAMS

Deputy

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 Walgreen Co. (“Defendant”) by their respective attorneys. The People and Defendant  
4 shall be referred to collectively as “Parties.” The Parties have stipulated and consented to the  
5 entry of this Final Judgment prior to trial. The Parties have agreed to settle the above captioned  
6 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 Alameda,  
14 has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction  
15 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 Second  
20 Amended Complaint filed in this action (“SAC”), for the purpose of furthering the public interest.  
21 The People believe that the resolution embodied in this Final Judgment is fair and reasonable and  
22 fulfills the People’s enforcement objectives; and that except as provided in this Final Judgment,  
23 no further action is warranted concerning the allegations contained in the SAC. Defendant agrees  
24 that this Final Judgment is a fair and reasonable resolution of the matters alleged in the SAC.

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.  
28

1           **3. DEFINITIONS**

2           Except where otherwise expressly defined in this Final Judgment, all terms shall be  
3 interpreted consistent with the Hazardous Waste Control Law, Health and Safety Code Sections  
4 25100-25258.2; Health and Safety Code Sections 25500-25520; the Medical Waste Management  
5 Act, Health and Safety Code Sections 117600-118360; and the Confidentiality of Medical  
6 Information Act, Civil Code Sections 56-56.37; and the regulations promulgated under these  
7 sections.

8           “California Facilities” means any Walgreen facility in the State of California including, but  
9 not limited to, retail pharmacy stores, distribution centers, and trucking operations owned or  
10 operated by Defendant and used to transport products and materials to and from such facilities  
11 located in the State of California that as of November 15, 2012 are owned, operated, licensed or  
12 leased by Defendant as identified in Exhibit A, attached. Exhibit A shall not be to the exclusion  
13 of any locations that may have been inadvertently omitted, where the Parties agree in writing that  
14 an omitted location should be included. As to any locations that have been omitted, Defendant  
15 shall provide the following to the People within thirty (30) days after the omission comes to the  
16 attention of Defendant: (a) written notice of such additional locations; and (b) to the best of  
17 Defendant’s knowledge and belief, copies of any notices of violation and/or governmental  
18 inspection reports applicable to such locations that have been received by that location since  
19 November 8, 2005 to the date of entry of this Final Judgment. If after the People have had  
20 sufficient time within which to review the alleged reason for the omission and after Defendant has  
21 established to the satisfaction of the People that the omission was inadvertent, the Parties shall  
22 agree in writing that the additional location(s) be included in the Final Judgment.

23           “Certified Unified Program Agency” or “CUPA” is an agency certified by the California  
24 Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of the Health and  
25 Safety Code and California Code of Regulations, Title 27, Sections 15100-16150 to implement  
26 certain State environmental programs within the local agency’s jurisdiction.

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

1           **4. INJUNCTIVE RELIEF**

2           Pursuant to the provisions of Health and Safety Code sections 25181, 25516, 25516.2,  
3           118325, and Business and Professions Code section 17203, and subject to Paragraph 24 below,  
4           Defendant shall comply with the Hazardous Waste Control Law, Health and Safety Code  
5           Sections 25100-25258.2; Health and Safety Code Sections 25500-25520; the Medical Waste  
6           Management Act, Health and Safety Code Sections 117600-118360; and the Confidentiality of  
7           Medical Information Act, Civil Code Sections 56-56.37 and the applicable regulations  
8           promulgated under these chapters, to the extent that these provisions apply to Walgreen's  
9           business operations at its California Facilities. Failure to comply with this injunction or any of  
10          the specific additional injunctive provisions that follow, may subject Defendant to sanctions,  
11          including, but not limited to, contempt and/or additional penalties. Paragraph 15, below, applies  
12          to any application or motion for failure to comply with the injunctive provisions of this Final  
13          Judgment.

14           **4.1 Specific Injunctive Provisions**

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

18           4.1.a. Defendant shall not dispose, or cause the disposal, of any hazardous waste at a point  
19          not authorized or permitted by the Department of Toxic Substances Control ("DTSC"), in  
20          violation of Health & Safety Code Sections 25189 and 25189.2, including, without limitation, to  
21          any trash compactor, dumpster, drain, sink, or toilet at any of the California Facilities, or onto the  
22          surface or subsurface of the ground at any unauthorized location, or at a landfill or transfer station  
23          not authorized to receive hazardous waste.

24           4.1.b. Defendant shall not transport, or cause to be transported, any hazardous waste to an  
25          unauthorized location, in violation of Health & Safety Code Section 25189.5.

26           4.1.c. Defendant shall not transport hazardous waste to unauthorized locations, including,  
27          without limitation, Walgreen return and distribution centers, in violation of California Code of  
28          Regulations, Title 22, Section 66263.23.

1 4.1.d. Defendant shall not transport, transfer custody of, or cause to be transported, any  
2 hazardous waste unless the transporter is properly licensed and registered to do so, as required by  
3 Health & Safety Code Section 25163. This prohibition includes, without limitation, the  
4 transportation of any hazardous waste by a person that is not properly licensed and registered to  
5 transport hazardous waste on a tractor and/or trailer owned or operated by Defendant.

6 4.1.e. 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(b).

9 4.1.f. Defendant shall properly dispose of confidential information pursuant to the  
10 Confidentiality of Medical Information Act, Civil Code Sections 56 et seq.

11 4.1.g. Defendant shall determine, at each California Facility, whether each item returned by  
12 a customer to that facility is "waste" as defined by California Code of Regulations, Title 22,  
13 Section 66261.2, and if so, determine if that waste is "hazardous waste," as required by California  
14 Code of Regulations, Title 22, Section 66262.11.

15 4.1.h. Defendant shall determine, at each California Facility, whether each waste generated  
16 at that facility as a result of a spill, container breakage or other means rendering the product not  
17 usable for its intended purpose, is a "hazardous waste," as required by California Code of  
18 Regulations, Title 22, section 66262.11.

19 4.1.i. Defendant shall manage every hazardous waste so identified pursuant to paragraphs  
20 4.1.a., 4.1.g. and 4.1.h in accordance with the applicable requirements of Chapter 6.5 of the  
21 Health and Safety Code and its implementing regulations in the California Code of Regulations,  
22 Title 22, including, but not limited to, Section 66262.34.

23 4.1.j. Defendant shall take appropriate corrective action and/or respond to notices of  
24 violation within the period specified pursuant to Health and Safety Code Section 25185.

25 4.1.k. Defendant shall achieve compliance and/or provide proof of such compliance within  
26 the time period specified pursuant to Health and Safety Code Section 25187.8.

27 4.1.l. Defendant shall classify waste as hazardous or nonhazardous, as required by  
28 California Code of Regulations, Title 22, Section 66260.200.

1 4.1.m. Defendant shall determine if hazardous waste requires treatment before it may be  
2 land disposed, by testing the waste or using generator knowledge of the waste, as required by  
3 California Code of Regulations, Title 22, Section 66268.7(a).

4 4.1.n. Defendant shall keep records of any test results, waste analysis, or other  
5 determinations made in accordance with California Code of Regulations, Section 66262.11 for at  
6 least three (3) years from the date that the waste was last sent to on-site or off-site treatment,  
7 storage, or disposal, as required by California Code of Regulations, Title 22, Section 66262.40(c).

8 4.1.o. Defendant shall properly manage, identify the accumulation start date, and properly  
9 label containers of hazardous waste at California Facilities, as required by the California Code of  
10 Regulations, Title 22, Section 66262.34 as applicable.

11 4.1.p. Defendant shall properly manage, mark, and store hazardous waste aerosol cans as  
12 required by Health and Safety Code Section 25201.16.

13 4.1.q. Defendant shall use and/or maintain containers holding hazardous waste at the  
14 California Facilities so as to prevent leaks, as required by California Code of Regulations, Title  
15 22, Section 66262.34.

16 4.1.r. Defendant shall keep containers of hazardous waste closed and/or sealed, except  
17 when removing or adding hazardous waste, as required by California Code of Regulations, Title  
18 22, Section 66262.34.

19 4.1.s. Defendant shall comply with all employee training obligations required by  
20 California Code of Regulations, Title 22, section 66262.34, pertaining to the management of  
21 hazardous waste, including, but not limited to, all applicable training requirements. In addition,  
22 Defendant shall establish and maintain an employee training plan designed to enhance employee  
23 awareness of any regulatory or statutory changes in environmental compliance requirements,  
24 including, but not limited to, changes in Chapters 6.5 and 6.95 of Division 20 of the Health &  
25 Safety Code, and of any corresponding changes in Defendant's environmental compliance  
26 program(s).

27 4.1.t. Defendant shall handle hazardous waste from customer returns to California  
28 Facilities and hazardous waste generated at California Facilities by spills, container breakage, and

1 other means, in accordance with the requirements of Chapter 6.5 of the Health & Safety Code and  
2 its implementing regulations in the California Code of Regulations, Title 22, as applicable.

3 4.1.u. Defendant shall obtain and keep current all required hazardous waste generator  
4 permits required by county and local ordinances.

5 4.1.v. Defendant shall not treat, store, dispose of, transport, or offer for transportation,  
6 any hazardous waste without having received and used a proper identification number from the  
7 U.S. Environmental Protection Agency or DTSC, for the originating California Facility, as  
8 required by California Code of Regulations, Title 22, section 66262.12, subdivision (a).

9 4.1.w. Defendant shall not accept, treat, store, or dispose of a hazardous waste without a  
10 hazardous waste facilities permit, if a permit is required by Health and Safety Code section  
11 25201(a) and California Code of Regulations, Title 22 section 66270.1.

12 4.1.x. Defendant shall not store hazardous waste onsite beyond the time permitted by law  
13 at a California Facility which does not have a hazardous waste storage permit from DTSC, as  
14 required by Title 22 of the California Code of Regulations Section 66262.34 and California  
15 Health and Safety Code section 25123.3(h).

16 4.1.y. Defendant shall retain copies of all required hazardous waste manifests for three (3)  
17 years, as required by Health and Safety Code sections 25160(a) and (b), 25160.2(b)(3), and  
18 California Code of Regulations, Title 22, Section 66262.40 (a).

19 4.1.z. Defendant shall cause to be submitted to DTSC a legible copy of each manifest  
20 used within thirty (30) days of each shipment of hazardous waste to be transported off-site or into  
21 California, as required by California Code of Regulations, Title 22, Section 66262.23(a)(4).

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

1 4.1.bb. Defendant shall lawfully and timely dispose of all accumulated hazardous waste  
2 from each California Facility at least one time during every ninety (90) day period (unless a  
3 longer interval is allowed for by California Code of Regulations Section 66262.34 or other law);  
4 and shall timely cause to be prepared and filed with DTSC a hazardous waste manifest for all  
5 hazardous waste that is transported, or submitted for transportation, for offsite handling,  
6 treatment, storage, disposal, or any combination thereof, as provided by Health & Safety Code  
7 section 25160(b)(3) and California Code of Regulations, Title 22, Section 66262.23; and shall  
8 timely notify DTSC by causing to be filed an exception report concerning the treatment, storage,  
9 or disposal facility's failure to return any executed manifest.

10 4.1.cc. Defendant shall comply with the requirements of Code of Federal Regulations,  
11 Title 40, Section 262.34(d) - (f) by having at least one employee designated at all times as the  
12 emergency coordinator and post the required information listed on Section 262.34(d)(5)(ii)(A) -  
13 (C), as referenced in California Code of Regulations, Title 22, section 66262.34(d)(2).

14 4.1.dd. Defendant shall keep a copy of each manifest signed in accordance with Title 22 of  
15 the California Code of Regulations section 66262.23(a), for three (3) years, or until the generator  
16 received a signed copy from the designated facility which received the hazardous waste, as  
17 provided by California Code of Regulations, Title 22, section 66262.40(a).

18 4.1.ee. Defendant shall properly manage, mark, and store universal waste in compliance  
19 with the standards for universal waste management found in California Code of Regulations, Title  
20 22, Sections 66273.1 et seq., as applicable.

21 4.1.ff. Defendant shall keep a record with the information required by Section 66273.39  
22 (a)(1) - (3), of each shipment of universal waste received at any California Facility, as provided  
23 by California Code of Regulations, Title 22, Section 66273.39, as applicable.

24 4.1.gg. Defendant shall prepare and maintain hazardous waste manifests, as required by  
25 Health and Safety Code Sections 25160(a) and (b), 25160.2(b)(3) and California Code of  
26 Regulations, Title 22, Section 66262.40(a), as applicable.

1           4.1.hh. Defendant shall treat returned or discarded non-empty aerosol cans at California  
2 Facilities as universal waste or hazardous waste, as required by California Code of Regulations,  
3 Title 22, Section 66273.1(a)(7).

4           4.1.ii. Defendant shall have in place at all times a hazardous waste contingency plan and  
5 emergency procedures for each California Facility if required by California Code of Regulations,  
6 Title 22, Sections 66262.34 and applicable provisions referenced therein.

7           4.1.jj. Defendant shall label containers of hazardous waste before transporting hazardous  
8 waste from California Facilities, as required by California Code of Regulations, Title 22, section  
9 66262.31.

10          4.1.kk. Defendant shall, at each California Facility, continuously implement, maintain, and  
11 submit to the respective administering agency (as defined in Health and Safety Code sections  
12 25501 and 25502), a complete hazardous materials business plan, as required by Health and  
13 Safety Code Sections 25503.5(a), 25504 and 25505 and California Code of Regulations, Title 19,  
14 Section 2729 et seq., as applicable. Each required hazardous materials business plan shall include  
15 procedures for emergency response to a release or threatened release of hazardous materials, as  
16 required by Health and Safety Code Section 25503.5 and California Code of Regulations, Title  
17 19, section 2729.1. Such plan shall also include an employee training program that meets the  
18 requirements of Health and Safety Code Section 25504(c), and California Code of Regulations,  
19 Title 19, Section 2732.

20          4.1.ll. Defendant shall comply with the California Medical Waste Management Act, Health  
21 and Safety Code Sections 117600 et seq., as applicable.

22          4.1.mm. Defendant shall take all reasonable steps to destroy, or arrange for the destruction  
23 of, customers' records within its custody or control which contain confidential medical  
24 information that is no longer to be retained by the business in a manner that preserves the  
25 confidentiality of the information contained therein, as required by California Civil Code Section  
26 56.101.

27          4.1.nn. Defendant shall not allow hazardous waste to remain, after causing its deposit, at a  
28 point not authorized, without immediately filing a report of the deposit with DTSC and

1 complying with any order by DTSC, as required by Health & Safety Code Sections 25189(c) and  
2 (d) and 25189.2(c).

3 **4.2 Reverse Distribution of Pharmaceuticals:**

4 4.2.a. By December 1, 2012, Defendant shall initiate work with appropriate stakeholders  
5 from business and government, including the U.S. Environmental Protection Agency, the U.S.  
6 Food and Drug Administration, and DTSC, and thereafter either directly or through trade  
7 associations or informal coalitions of interested parties, undertake to promote federal regulatory  
8 reform regarding the proper management of non-dispensable pharmaceuticals, including over-the-  
9 counter medications, through Reverse Distribution. Such work shall include coordination and  
10 communication with national retail trade associations. Progress on such work shall be included in  
11 the status reports required by Paragraph 23 below.

12 4.2.b. During the term of this Final Judgment, the People shall only pursue a violation of  
13 this Final Judgment or applicable law regarding the reverse distribution of such non-dispensable  
14 pharmaceuticals if Defendant has failed to demonstrate reasonable diligence in performing work  
15 on the federal regulatory reform described in subparagraph 4.2.a above. Nothing herein shall  
16 prevent the People from pursuing appropriate enforcement of this Final Judgment or applicable  
17 law regarding the reverse distribution of:

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

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

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

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

3           Defendant shall, within twenty-one (21) business days after entry of this Final Judgment,  
4 pay Civil Penalties, fund the Supplemental Environmental Projects provided for in this Final  
5 Judgment, and pay costs, in the total amount of **SIXTEEN MILLION FIVE HUNDRED**  
6 **SEVENTY FIVE THOUSAND DOLLARS (\$16,575,000.00)**. Said payment may be made by  
7 wire transfer and shall be made as set forth in paragraphs 5.1, 5.2, 5.4, and 5.5 below. Within  
8 twenty-one (21) business days of the date of entry of this Final Judgment, Defendant shall deliver  
9 all required payments to the District Attorney's Office for the County of San Joaquin, attention:  
10 David J. Irely, Supervising Deputy District Attorney, for distribution pursuant to the terms of this  
11 Final Judgment.

12           **5.1 Civil Penalties**

13           Defendant shall pay **ELEVEN MILLION ONE HUNDRED FIFTY THOUSAND**  
14 **DOLLARS (\$11,150,000.00)** as civil penalties pursuant to Health and Safety Code sections  
15 25189 and 25514, and Business and Professions Code section 17206, to the prosecuting  
16 agencies/regulatory agencies identified in, and in accordance with the terms of, **Exhibits B-1 and**  
17 **B-2**, attached.

18           **5.2 Supplemental Environmental Projects**

19           Defendant shall pay **THREE MILLION ONE HUNDRED SEVENTY FIVE**  
20 **THOUSAND DOLLARS (\$3,175,000.00)** for supplemental environmental projects identified in,  
21 and in accordance with the terms of, **Exhibit C**, attached.

22           **5.3 Hazardous Waste Minimization**

23           Within six (6) months after entry of the Final Judgment, Defendant will train and designate  
24 four (4) full-time employees, or equivalent, two (2) of whom reside in California, as responsible  
25 for environmental, health, regulatory and safety compliance assurance for the State of California.  
26 It is recognized that these employees may also have other responsibilities, including without  
27 limitation, environmental, health, regulatory and safety matters not related to hazardous waste.  
28 Defendant will also use independent audits to monitor proper waste disposal and will continue the

1 enhanced computer based, electronic, radio frequency or other technology systems to support  
2 Defendant's management of damaged items at its California Facilities.

3 **5.4 Reimbursement of Costs of Investigation and Enforcement**

4 Defendant shall pay **TWO MILLION TWO HUNDRED FIFTY THOUSAND**  
5 **DOLLARS (\$2,250,000.00)** for reimbursement of attorney's fees, costs of investigation, and  
6 other costs of enforcement, to the entities identified in, and in accordance with the terms of,  
7 **Exhibits D-1 and D-2**, attached.

8 **5.5 Copy of Payments to Plaintiff's Representatives**

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

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

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

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

19 7.1 This Final Judgment is a final and binding resolution and settlement of all claims,  
20 violations or causes of action expressly alleged by the People in the SAC or claims that could  
21 have been asserted within the scope of the allegations set forth in the SAC ("Covered Matters"),  
22 against Defendant and its subsidiaries, affiliates and corporate parents, and each of their affiliates  
23 and parents, California Facilities, successors, heirs, assigns, and each of their respective officers,  
24 directors, partners, employees, agents, representatives, property owners, and facility operators  
25 ("Entities Covered by Final Judgment"). The People further covenant not to sue the Entities  
26 Covered by Final Judgment for any Covered Matter. Any claim, violation, or cause of action that  
27 is not a Covered Matter is a "Reserved Claim." Reserved Claims include, without limitation, any  
28

1 violation that occurs after the Court's entry of this Final Judgment. The People reserve the right to  
2 pursue any Reserved Claim, and Defendant reserves its defenses against any Reserved Claim.

3 7.2 Any claims or causes of action by the People against Defendant for performance of  
4 cleanup, corrective action, or response action for any actual past or future release, spill, or  
5 disposal of hazardous waste or hazardous substances, universal waste, sharps waste,  
6 pharmaceutical waste, or photo waste with silver that were caused or contributed to by Defendant  
7 at or from its California Facilities, are Reserved Claims. For purposes of this Final Judgment, the  
8 term "release" includes, but is not limited to, any spilling, leaking, pumping, injecting, escaping,  
9 leaching, dumping, or disposing into the environment.

10 7.3 In any subsequent action that may be brought by the People based on any Reserved  
11 Claim, Defendant agrees that it will not assert that failing to pursue the Reserved Claims as part  
12 of this action constitutes claim-splitting. This Paragraph does not affect any statute of limitations,  
13 if any, which may be applicable to any Reserved Claim(s) otherwise excluded from this Final  
14 Judgment and does not prohibit Defendant from asserting any statute of limitations or other legal  
15 or equitable defenses that may be applicable to any Reserved Claims.

16 7.4 In the event litigation is filed by an entity that is not a party to this action against  
17 Defendant or any affiliates arising out of or related to a Covered Matter, Defendant may, within  
18 thirty (30) days following service of such litigation, notify the People of such litigation. Upon  
19 such timely notice, the People will undertake a good faith effort to determine whether the  
20 subsequent litigation is barred by the terms of this Final Judgment and the principle of *res*  
21 *judicata*. If the People determine that the subsequent litigation is barred by the terms of this Final  
22 Judgment and the principle of *res judicata*, the People may appear in person or in writing in such  
23 subsequent litigation to explain the People's view of the effect of this Final Judgment on such  
24 litigation and the People will not oppose Defendant in arguing that the subsequent litigation is  
25 barred by the principle of *res judicata*. No language in this paragraph will preclude Defendant  
26 from asserting in any subsequent litigation any and all applicable legal and equitable defenses  
27 regarding compliance with any provision in this Final Judgment or the laws or regulations cited in  
28 this Final Judgment or cited in the Complaint, including, but not limited to, *res judicata*.

1           7.5 The provisions of paragraph 7.1 are effective on the date of entry of the Final  
2 Judgment. The continuing effect of paragraph 7.1 is expressly conditioned on Defendant's full  
3 payment of the amounts due under this Final Judgment.

4           7.6 Paragraph 7.1 does not limit the ability of the People to enforce the terms of this Final  
5 Judgment.

6           7.7 Defendant covenants not to pursue any civil or administrative claims against the People  
7 or against any agency of the State of California, any county or city in the State of California or  
8 any CUPA, Participating Agency or local agency (collectively "Agencies"), or against any of  
9 their officers, employees, representatives, agents or attorneys, arising out of or related to any  
10 Covered Matter; provided, however, that if any Agencies initiate claims against Defendant,  
11 Defendant reserves any and all rights, claims, demands and defenses against such Agencies.

12           7.8 Any event that is beyond the control of Defendant and that prevents it from timely  
13 performing any obligation under Paragraphs 4 and 5 of this Final Judgment, despite its best  
14 efforts to fulfill that obligation, is a "force majeure" event. The requirement that Defendant  
15 exercise its "best efforts to fulfill the obligation" includes the requirement that Defendant use its  
16 best efforts to anticipate any potential force majeure event and use best efforts to address the  
17 effects of any potential force majeure event: (1) as it is occurring, and (2) following the force  
18 majeure event, such that the delay is minimized to the greatest extent possible. "Force majeure"  
19 does not include financial inability to fund or complete the obligation.

20           **8. NOTICE**

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

22           For the People:

23           David J. Irej  
24           Supervising Deputy District Attorney  
25           Office of the District Attorney of San Joaquin County  
26           222 E. Weber Ave., Room 202  
27           Stockton, CA 95202  
28           David.Irej@sjcda.org

          With a copy to:

1 Kenneth A. Mifsud  
2 Senior Deputy District Attorney  
3 Office of the District Attorney of Alameda County  
4 Consumer and Environmental Protection Division  
5 7677 Oakport Street, Suite 650  
6 Oakland, CA 94621-1934  
7 ken.mifsud@acgov.org

8 For Defendant Walgreen Co.:

9 Andrew J. Marks  
10 Senior Attorney  
11 Litigation and Regulatory Law  
12 Walgreen Co.  
13 104 Wilmot Road, MS #1434  
14 Deerfield, IL 60015  
15 [andrew.marks@walgreens.com](mailto:andrew.marks@walgreens.com)

16 With a copy to:

17 Renee D. Wasserman  
18 Robert C. Goodman  
19 ROGERS JOSEPH O'DONNELL  
20 a Professional Law Corporation  
21 311 California Street, 10th Fl  
22 San Francisco, CA 94104  
23 [rwasserman@rjo.com](mailto:rwasserman@rjo.com)

24 Any Party may change its notice name and address by informing the other party in writing,  
25 but no change is effective until it is received. All notices and other communications required or  
26 permitted under this Final Judgment that are properly addressed as provided in this paragraph are  
27 effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days  
28 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.

#### 29 **9. EFFECT OF FINAL JUDGMENT**

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

1           **10. LIABILITY OF THE PEOPLE**

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

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

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

17           **12. FUTURE REGULATORY CHANGES**

18           Nothing in this Final Judgment shall excuse Defendant from meeting any more stringent  
19 requirement that may be imposed by applicable law or by any change in the applicable law. To  
20 the extent any future statutory or regulatory change makes Defendant's obligations less stringent  
21 than those provided for in this Final Judgment, Defendant may comply with those laws that  
22 require less stringent obligations in lieu of those set forth herein.

23           **13. APPLICATION OF FINAL JUDGMENT**

24           This Final Judgment shall apply to and be binding upon the People and upon Defendant and  
25 its officers, directors, managers, employees, agents, successors and assigns. Nothing in this Final  
26 Judgment shall create personal liability for Defendant's officers, directors, managers, employees  
27 or agents in their individual capacity.  
28

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

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

5           **15. CONTINUING JURISDICTION**

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

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

15           On reasonable notice, Defendant shall permit any duly authorized representative of the  
16 People to inspect and copy records and documents as they deem reasonably necessary to  
17 determine compliance with the terms of this Final Judgment. Nothing in this paragraph is  
18 intended to require access to or production of any documents that are protected from production  
19 or disclosure by the attorney-client privilege, attorney work product doctrine, any other applicable  
20 privilege, defense, exemption, or immunity afforded to Defendant under applicable law, nor does  
21 it waive any of the objections or defenses to which Defendant would be entitled in responding to  
22 requests for documents made by subpoena or other formal legal process or discovery. This  
23 obligation shall not require Defendant to alter its normal document-retention policies (including,  
24 but not limited to, policies regarding backup tapes for electronic documents); provided, however,  
25 that Defendant's policies must comply with Health and Safety Code Chapters 6.5 and 6.95;  
26 Health and Safety Code sections 117600, *et seq.*; Civil Code sections 56, *et seq.* and their  
27 implementing regulations as applicable, to the extent those provisions apply to Defendant's  
28 California Facilities. The Parties agree that Defendant may not be deemed in violation of this

1 paragraph for failure to maintain such records unless Defendant fails to exercise reasonable  
2 diligence in administering this record retention requirement. Nothing in this paragraph is  
3 intended to limit the authority of any governmental agency to inspect Defendant or its records and  
4 documents under applicable law.

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

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

8 **18. INTERPRETATION**

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

12 **19. COUNTERPART SIGNATURES**

13 This Final Judgment may be executed by the Parties in counterpart and signed and  
14 delivered by e-mail or facsimile, which signatures shall have the same force and effect as an  
15 original signature.

16 **20. ENTRY AFTER NOTICED MOTION**

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

19 **21. INTEGRATION**

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

23 **22. MODIFICATION OF FINAL JUDGMENT**

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

26 **23. STATUS REPORTS**

27 Beginning six (6) months after entry of this Final Judgment, for as long as this Final  
28 Judgment remains in effect, Defendant shall submit an annual status report to the People's

1 representative listed in Section 8 above. The status report shall: (1) briefly summarize the  
2 actions that Defendant has taken during the previous year in order to comply with its obligations  
3 under this Final Judgment; (2) disclose and provide copies of any notices of violation that  
4 Defendant has received pertaining to environmental matters at its California Facilities, and  
5 disclose any corrective measures taken as a result; and (3) set forth any penalties Defendant has  
6 paid to any governmental agency for alleged noncompliance with any of the aforementioned  
7 environmental statutes or regulations arising from its California Facilities. Each status report  
8 shall be signed by an officer or corporate level manager of Defendant authorized by Defendant to  
9 sign under penalty of perjury that to the best of his or her knowledge based on information and  
10 belief and after reasonable investigation the information contained therein is true and correct.  
11 Provided, further, that beginning one (1) year after entry of this Final Judgment, and continuing  
12 for as long as this Final Judgment remains in effect, Defendant shall, at the People's request, on  
13 an annual basis, meet to describe to the People's representatives the status of Defendant's  
14 compliance with Paragraph 4, 4.1, and 4.2 of this Final Judgment, and any reverse logistics  
15 program Defendant may have in place.

#### 16 **24. TERMINATION OF FINAL JUDGMENT**

17 At any time after this Final Judgment has been in effect for five (5) years, and Defendant  
18 has paid any and all amounts due under the Final Judgment, any party may provide notice to the  
19 Court (which shall be served on all parties) that the injunctive provisions of this Final Judgment  
20 should expire and have no further force and effect ("Notice of Termination"). The injunctive  
21 provisions of this Final Judgment will be of no further force or effect sixty (60) days thereafter,  
22 unless the People file a motion contesting the expiration of any injunctive provisions within forty  
23 (40) days of receipt of the Notice of Termination. In the event that such motion is filed, none of  
24 the injunctive provisions of the Final Judgment contested in the People's motion will terminate  
25 pending the Court's ruling on the motion. The People reserve the right to contest termination  
26 exclusively on the grounds that Defendant has not substantially complied in all material respects  
27 with the injunctive provisions of paragraph 4.1 of the Final Judgment or has not been reasonably  
28 diligent in pursuing the actions described in Paragraph 4.2.a, and to offer any evidence relevant to

1 such motion. Defendant reserves its rights to respond to any ground raised in the People's motion  
2 and to offer any evidence relevant to such motion. The injunctive provisions in the Final  
3 Judgment will expire and be of no further force or effect unless the Court (upon consideration of  
4 the Parties' pleadings and arguments, if any) determines that the expiration of the provision at  
5 issue would not be in the interest of justice, because Defendant has not substantially complied in  
6 material respects with the provision of paragraph 4.1 of the Final Judgment or has not been  
7 reasonably diligent in pursuing the actions described in Paragraph 4.2.a. The termination of the  
8 injunctive provisions of the Final Judgment shall have no effect on Defendant's obligation to  
9 comply with the requirements imposed by statute, regulation, ordinance, or law.

10  
11 **IT IS SO STIPULATED.**

12 **FOR THE PEOPLE:**

13  
14 NANCY E. O'MALLEY, District Attorney  
15 County of Alameda, State of California

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

17 By: \_\_\_\_\_  
18 KENNETH A. MIFSUD  
19 Senior Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
JESSICA BROWN  
Deputy City Attorney

1 such motion. Defendant reserves its rights to respond to any ground raised in the People's motion  
2 and to offer any evidence relevant to such motion. The injunctive provisions in the Final  
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4 the Parties' pleadings and arguments, if any) determines that the expiration of the provision at  
5 issue would not be in the interest of justice, because Defendant has not substantially complied in  
6 material respects with the provision of paragraph 4.1 of the Final Judgment or has not been  
7 reasonably diligent in pursuing the actions described in Paragraph 4.2.a. The termination of the  
8 injunctive provisions of the Final Judgment shall have no effect on Defendant's obligation to  
9 comply with the requirements imposed by statute, regulation, ordinance, or law.

10  
11 **IT IS SO STIPULATED.**

12 **FOR THE PEOPLE:**

13  
14 NANCY E. O'MALLEY, District Attorney  
County of Alameda, State of California

15  
16 DATED: 11-24-12

17 By:   
18 KENNETH A. MIFSUD  
Senior Deputy District Attorney

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

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

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

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

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

27 By: \_\_\_\_\_  
28 JESSICA BROWN  
Deputy City Attorney

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5 issue would not be in the interest of justice, because Defendant has not substantially complied in  
6 material respects with the provision of paragraph 4.1 of the Final Judgment or has not been  
7 reasonably diligent in pursuing the actions described in Paragraph 4.2.a. The termination of the  
8 injunctive provisions of the Final Judgment shall have no effect on Defendant's obligation to  
9 comply with the requirements imposed by statute, regulation, ordinance, or law.

10  
11 **IT IS SO STIPULATED.**

12 **FOR THE PEOPLE:**

13  
14 NANCY E. O'MALLEY, District Attorney  
15 County of Alameda, State of California

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

17 By: \_\_\_\_\_  
18 KENNETH A. MIFSUD  
19 Senior Deputy District Attorney

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

22 DATED: 11/16/12

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

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

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

By: \_\_\_\_\_  
JESSICA BROWN  
Deputy City Attorney

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5 issue would not be in the interest of justice, because Defendant has not substantially complied in  
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7 reasonably diligent in pursuing the actions described in Paragraph 4.2.a. The termination of the  
8 injunctive provisions of the Final Judgment shall have no effect on Defendant's obligation to  
9 comply with the requirements imposed by statute, regulation, ordinance, or law.

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12 **FOR THE PEOPLE:**

13  
14 NANCY E. O'MALLEY, District Attorney  
County of Alameda, State of California

15  
16 DATED: \_\_\_\_\_

17 By: \_\_\_\_\_  
KENNETH A. MIFSUD  
Senior Deputy District Attorney

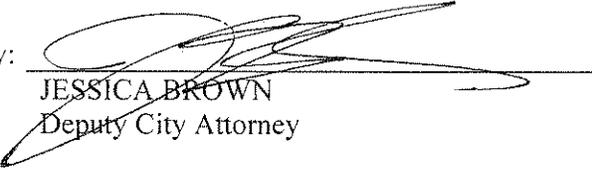
18  
19 JAMES P. WILLETT, District Attorney  
County of San Joaquin, State of California

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

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

23  
24 CARMEN A. TRUTANICH, City Attorney  
City of Los Angeles, State of California

25  
26 DATED: 11-19-12

27 By:   
JESSICA BROWN  
Deputy City Attorney

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

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

By: *Tiffany Grant*  
TIFFANY GRANT  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
ANNE M. MICHAELS  
Managing Deputy District Attorney

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
District Attorney

JON ALEXANDER, District Attorney  
County of Del Norte, State of California

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

By: \_\_\_\_\_  
LISA SPECCHIO-WOLFE  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
TIFFANY GRANT  
Deputy District Attorney

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

DATED: 11/19/12

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

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

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

By: \_\_\_\_\_  
ANNE M. MICHAELS  
Managing Deputy District Attorney

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
District Attorney

JON ALEXANDER, District Attorney  
County of Del Norte, State of California

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

By: \_\_\_\_\_  
LISA SPECCHIO-WOLFE  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
TIFFANY GRANT  
Deputy District Attorney

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

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

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

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

DATED: 11/26/12

By: Emily D. Hickok for AMM  
ANNE M. MICHAELS  
Managing Deputy District Attorney

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
District Attorney

JON ALEXANDER, District Attorney  
County of Del Norte, State of California

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

By: \_\_\_\_\_  
LISA SPECCHIO-WOLFE  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
TIFFANY GRANT  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
ANNE M. MICHAELS  
Managing Deputy District Attorney

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

DATED: 11/19/12

By:  \_\_\_\_\_  
BOB NICHOLS Deputy  
District Attorney

JON ALEXANDER, District Attorney  
County of Del Norte, State of California

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

By: \_\_\_\_\_  
LISA SPECCHIO-WOLFE  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
TIFFANY GRANT  
Deputy District Attorney

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

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

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

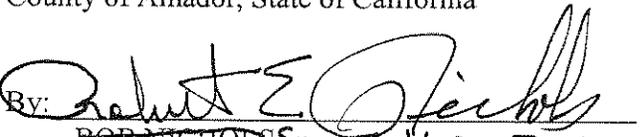
DEAN D. FLIPPO, District Attorney  
County of Monterey, State of California

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

By: \_\_\_\_\_  
ANNE M. MICHAELS  
Managing Deputy District Attorney

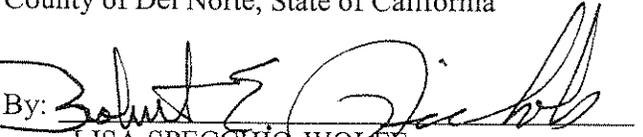
TODD D. RIEBE, District Attorney  
County of Amador, State of California

DATED: 11/27/12

By:   
~~BOB NICHOLS~~ *for* Todd D. Riebe  
District Attorney

JON ALEXANDER, District Attorney  
County of Del Norte, State of California

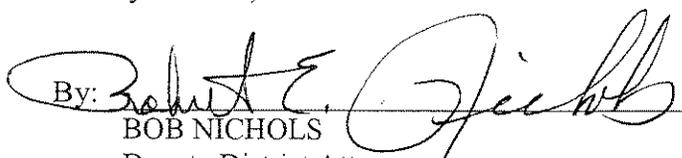
DATED: 11/27/12

By:   
LISA SPECCHIO-WOLFE  
Deputy District Attorney

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

DATED: 11/19/12

By:   
BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
STACEY GRASSINI  
Deputy District Attorney

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

DATED: 11/19/12

By:   
BOB NICHOLS  
Deputy District Attorney

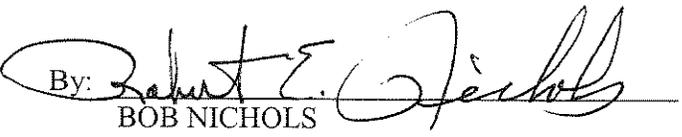
ELIZABETH A. EGAN, District Attorney  
County of Fresno, State of California

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

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

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

DATED: 11/19/12

By:   
BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
Deputy District Attorney

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

DATED: 11/26/12

By:   
STACEY GRASSINI  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_

BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_

STACEY GRASSINI  
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County of El Dorado, State of California

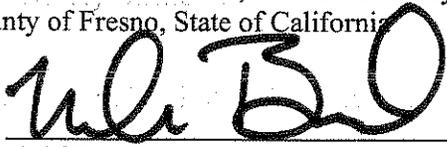
DATED: \_\_\_\_\_

By: \_\_\_\_\_

BOB NICHOLS  
Deputy District Attorney

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

DATED: 11/14/2012

By: 

MICHAEL BRUMMEL  
Deputy District Attorney

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

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

By: \_\_\_\_\_

BOB NICHOLS  
Deputy District Attorney

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

DATED: 11/19/12

By:   
BOB NICHOLS  
Deputy District Attorney

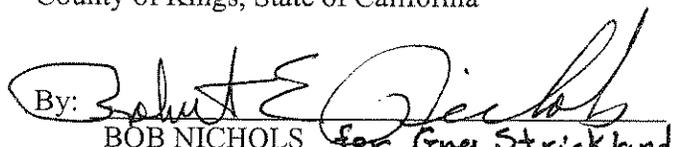
LISA S. GREEN, District Attorney  
County of Kern, State of California

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

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

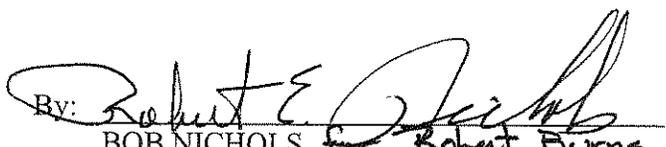
GREG STRICKLAND, District Attorney  
County of Kings, State of California

DATED: 11/19/12

By:   
BOB NICHOLS *for Greg Strickland*  
~~Deputy~~ District Attorney

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

DATED: 11/19/12

By:   
BOB NICHOLS *for Robert Burns*  
~~Deputy~~ District Attorney

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

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

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

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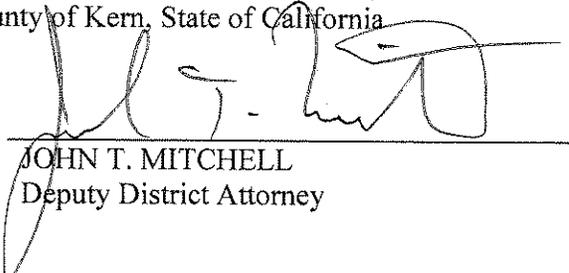
PAUL V. GALLEGOS, District Attorney  
County of Humboldt, State of California

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

By: \_\_\_\_\_  
BOB NICHOLS  
Deputy District Attorney

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

DATED: 11-15-12

By:   
JOHN T. MITCHELL  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
Deputy 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: \_\_\_\_\_

By: \_\_\_\_\_  
BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
Deputy District Attorney

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

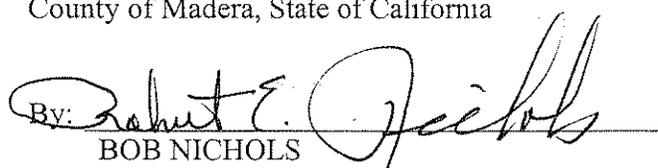
DATED: 11/14/12

By:   
DANIEL J. WRIGHT  
Deputy District Attorney

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

DATED: 11/19/12

By:   
BOB NICHOLS  
Deputy District Attorney

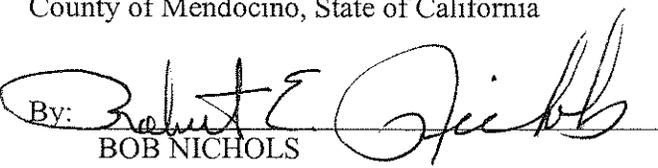
EDWARD S. BERBERIAN, JR., District Attorney  
County of Marin, State of California

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

By: \_\_\_\_\_  
ANDRES H. PEREZ  
Deputy District Attorney

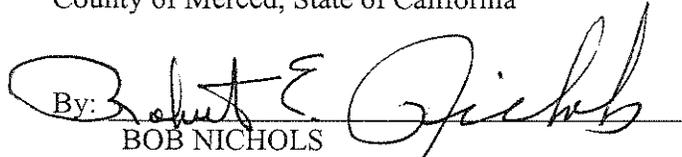
C. DAVID EYSTER, District Attorney  
County of Mendocino, State of California

DATED: 11/19/12

By:   
BOB NICHOLS  
Deputy District Attorney

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

DATED: 11/19/12

By:   
BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
CATHERINE C. BORSETTO  
Deputy District Attorney

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

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

By: \_\_\_\_\_

BOB NICHOLS  
Deputy District Attorney

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

DATED: 11/19/2012

By: Andres H. Perez

ANDRES H. PEREZ  
Deputy District Attorney

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

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

By: \_\_\_\_\_

BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_

BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_

CATHERINE C. BORSETTO  
Deputy District Attorney

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

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

By: \_\_\_\_\_

BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_

ANDRES H. PEREZ  
Deputy District Attorney

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

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

By: \_\_\_\_\_

BOB NICHOLS  
Deputy District Attorney

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

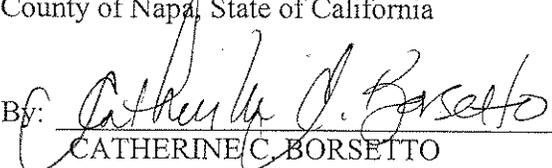
DATED: \_\_\_\_\_

By: \_\_\_\_\_

BOB NICHOLS  
Deputy District Attorney

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

DATED: 11-16-2012

By: 

CATHERINE C. BORSETTO  
Deputy District Attorney

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

DATED: 11/19/12

By:   
BOB NICHOLS  
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

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

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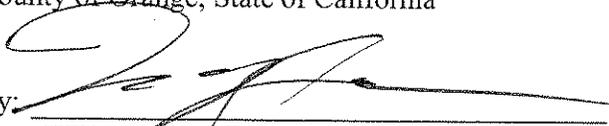
CLIFFORD NEWELL, District Attorney  
County of Nevada, State of California

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

By: \_\_\_\_\_  
BOB NICHOLS  
District Attorney

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

DATED: 11/14/12

By:   
WILLIAM G. FALLON  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
JANE CRUE  
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County of Sacramento, State of California

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

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By: \_\_\_\_\_  
DANIEL SILVERMAN  
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CLIFFORD NEWELL, District Attorney  
County of Nevada, State of California

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

By: \_\_\_\_\_  
BOB NICHOLS  
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: 11/19/12

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

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
District Attorney

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

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

By: \_\_\_\_\_  
WILLIAM G. FALLON  
Deputy District Attorney

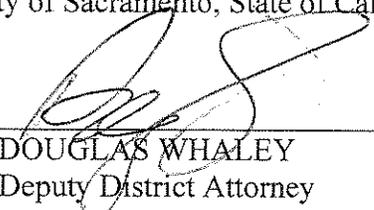
R. SCOTT OWENS, District Attorney  
County of Placer, State of California

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

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

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

DATED: 11/15/12

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

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
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

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: 11/27/2012

By:   
DANIEL SILVERMAN  
Deputy District Attorney

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

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2  
3 DATED: November 29, 2012 By:   
4 MICHAEL R. HUDSON  
5 Deputy City Attorney

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

8 DATED: \_\_\_\_\_ By: \_\_\_\_\_  
9 KAREN I. DOTY  
10 Deputy District Attorney

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

13 DATED: \_\_\_\_\_ By: \_\_\_\_\_  
14 REBECCA WAGNER  
15 Assistant District Attorney

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

18 DATED: \_\_\_\_\_ By: \_\_\_\_\_  
19 STEVEN D. VON DOHLEN  
20 Deputy District Attorney

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

23  
24 DATED: \_\_\_\_\_ By: \_\_\_\_\_  
25 JOHN E. WILSON  
26 Deputy District Attorney In Charge

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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: 11-19-12

By: *Karen I. Doty*  
KAREN I. DOTY  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
REBECCA WAGNER  
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

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

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

By: \_\_\_\_\_  
MICHAEL R. HUDSON  
Deputy City Attorney

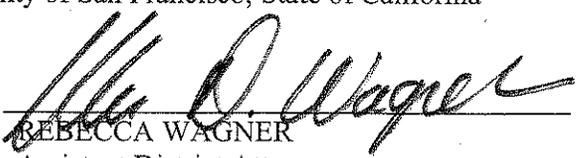
BONNIE M. DUMANIS, District Attorney  
County of San Diego, State of California

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

By: \_\_\_\_\_  
KAREN I. DOTY  
Deputy District Attorney

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

DATED: 11-20-2012

By:   
REBECCA WAGNER  
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

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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

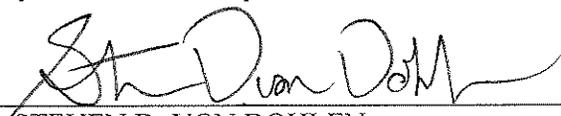
GEORGE GASCÓN, District Attorney  
County of San Francisco, State of California

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

By: \_\_\_\_\_  
REBECCA WAGNER  
Assistant District Attorney

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

DATED: November 19, 2012

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

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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 WAGNER  
Assistant District Attorney

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

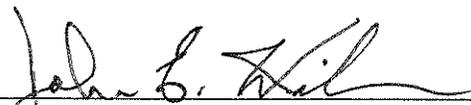
DATED: \_\_\_\_\_

By: \_\_\_\_\_

STEVEN D. VON DOHLEN  
Deputy District Attorney

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

DATED: 11-16-12

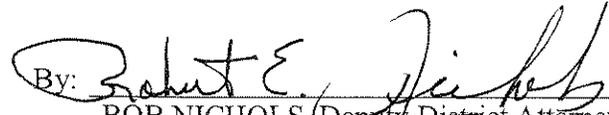
By:  \_\_\_\_\_

JOHN E. WILSON  
Deputy District Attorney In Charge

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

DATED: 11/19/12

By:   
BOB NICHOLS, ~~Deputy District Attorney~~  
for JOYCE E. DUDLEY District Attorney

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

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

By: \_\_\_\_\_  
TINA NUNES OBER  
Deputy District Attorney

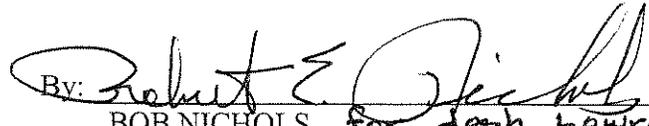
BOB LEE, District Attorney  
County of Santa Cruz, State of California

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

By: \_\_\_\_\_  
WILLIAM ATKINSON  
Supervising Assistant District Attorney

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

DATED: 11/19/12

By:   
BOB NICHOLS for Josh Lowrey  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
MATTHEW T. CHEEVER  
Deputy District Attorney

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

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

By: \_\_\_\_\_ Bob Nichols for  
JOYCE E. DUDLEY  
District Attorney

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

DATED: 11/26/12

Jeffrey F. Rosen  
JEFFREY F. ROSEN  
District Attorney

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

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

By: \_\_\_\_\_  
WILLIAM ATKINSON  
Supervising Assistant District Attorney

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

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

By: \_\_\_\_\_ Bob Nichols for  
STEPHEN CARLTON  
District Attorney

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

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

By: \_\_\_\_\_  
MATTHEW T. CHEEVER  
Deputy District Attorney

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

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

By: \_\_\_\_\_ Bob Nichols for

JOYCE E. DUDLEY  
District Attorney

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

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

JEFFREY F. ROSEN  
District Attorney

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

DATED: 11/26/12

By:  \_\_\_\_\_

WILLIAM ATKINSON  
Supervising Assistant District Attorney

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

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

By: \_\_\_\_\_ Bob Nichols for

STEPHEN CARLTON  
District Attorney

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

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

By: \_\_\_\_\_

MATTHEW T. CHEEVER  
Deputy District Attorney

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

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

By: \_\_\_\_\_ Bob Nichols for  
JOYCE E. DUDLEY  
District Attorney

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

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

\_\_\_\_\_  
JEFFREY F. ROSEN  
District Attorney

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

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

By: \_\_\_\_\_  
WILLIAM ATKINSON  
Supervising Assistant District Attorney

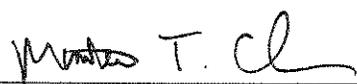
STEPHEN CARLTON, District Attorney  
County of Shasta, State of California

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

By: \_\_\_\_\_ Bob Nichols for  
STEPHEN CARLTON  
District Attorney

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

DATED: 11/27/12

By:   
MATTHEW T. CHEEVER  
Deputy District Attorney

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

DATED: 11/19/12

By:   
BOB NICHOLS  
Deputy District Attorney

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

DATED: 11/19/12

By:   
BOB NICHOLS  
Deputy District Attorney

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

DATED: 11/19/12

By:   
BOB NICHOLS  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
MITCHELL F. DISNEY  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
BOB NICHOLS  
Deputy District Attorney

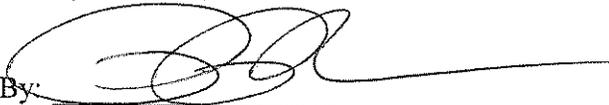
GREGG COHEN, District Attorney  
County of Tehama, State of California

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

By: \_\_\_\_\_  
BOB NICHOLS  
Deputy District Attorney

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

DATED: 11/27/12

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

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

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

By: \_\_\_\_\_  
MITCHELL F. DISNEY  
Deputy District Attorney

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

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

By: \_\_\_\_\_

BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_

BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_

BOB NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_

RODNEY M. BLACO  
Deputy District Attorney

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

DATED: 11/15/12

By: *Mitchell F. Disney*

MITCHELL F. DISNEY  
Deputy District Attorney

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

DATED: November 16, 2012

By: Larry Barry  
LARRY BARRY  
Supervising Deputy District Attorney

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

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

\_\_\_\_\_  
BOB NICHOLS  
Deputy District Attorney

**FOR DEFENDANT:**

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

By: \_\_\_\_\_  
MARK WAGNER  
President  
Operations and Community Management  
**WALGREEN CO.**

REVIEWED AS TO FORM AND  
CONTENT:

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

By: \_\_\_\_\_  
RENEE D. WASSERMAN  
Rogers Joseph O'Donnell, a Professional Law  
Corp.  
Attorney for WALGREEN CO.

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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: 11/19/12

  
BOB NICHOLS  
Deputy District Attorney

**FOR DEFENDANT:**

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

By: \_\_\_\_\_  
MARK WAGNER  
President  
Operations and Community Management  
**WALGREEN CO.**

REVIEWED AS TO FORM AND  
CONTENT:

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

By: \_\_\_\_\_  
RENEE D. WASSERMAN  
Rogers Joseph O'Donnell, a Professional Law  
Corp.  
Attorney for WALGREEN CO.

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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: \_\_\_\_\_

\_\_\_\_\_   
BOB NICHOLS  
Deputy District Attorney

**FOR DEFENDANT:**

DATED: 12/10/2012

By:   
Mark Wagner  
President  
Operations and Community Management  
WALGREEN CO.

REVIEWED AS TO FORM AND  
CONTENT:

DATED: 12/10/12

By:   
RENEE D. WASSERMAN  
Rogers Joseph O'Donnell, a Professional Law  
Corp.  
Attorney for WALGREEN CO.

IT IS SO ORDERED.

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DATED: DEC 13 2012

By: Wynne Carvill  
Judge of the Superior Court

ATTACHMENT A

*Additional Counsel for the Plaintiff*

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DONALD A. DU BAIN

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Deputy District Attorney

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GREGORY D. TOTTEN  
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MITCHELL F. DISNEY, SBN 138114  
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JEFF W. REISIG  
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LARRY BARLLY, SBN 114456  
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PATRICK McGRATH  
District Attorney of Yuba County  
BOB NICHOLS, SBN 100028  
Deputy District Attorney  
215 Fifth Street, Suite 152  
Marysville, CA 95901  
Telephone: (530) 749-7770

EXHIBIT A

**EXHIBIT A**

Facility	Address	City	County	State	Zip
4050	1916 WEBSTER ST	ALAMEDA	ALAMEDA	CA	94501
9248	2300 OTIS DR	ALAMEDA	ALAMEDA	CA	94501
8	2245 S SHORE CTR	ALAMEDA	ALAMEDA	CA	94501
2314	1050 GILMAN ST	BERKELEY	ALAMEDA	CA	94710
13858	1607 SHATTUCK AVE	BERKELEY	ALAMEDA	CA	94709
10045	2310 TELEGRAPH AVE	BERKELEY	ALAMEDA	CA	94704
4614	2801 ADELINE ST	BERKELEY	ALAMEDA	CA	94703
3127	2187 SHATTUCK AVE	BERKELEY	ALAMEDA	CA	94704
2609	2995 SAN PABLO AVE	BERKELEY	ALAMEDA	CA	94702
15025	2190 SHATTUCK AVE	BERKELEY	ALAMEDA	CA	94704
101	3382 CASTRO VALLEY BLVD	CASTRO VALLEY	ALAMEDA	CA	94546
4517	2600 MOWRY AVE	FREMONT	ALAMEDA	CA	94538
2366	3860 DECOTO RD	FREMONT	ALAMEDA	CA	94555
2660	41400 BLACOW RD	FREMONT	ALAMEDA	CA	94538
6080	46844 MISSION BLVD	FREMONT	ALAMEDA	CA	94539
2306	1138 W TENNYSON RD	HAYWARD	ALAMEDA	CA	94544
4659	164 W JACKSON ST	HAYWARD	ALAMEDA	CA	94544
2401	21463 FOOTHILL BLVD	HAYWARD	ALAMEDA	CA	94541
6502	23958 HESPERIAN BLVD	HAYWARD	ALAMEDA	CA	94541
5310	26781 MISSION BLVD	HAYWARD	ALAMEDA	CA	94544
15418	2547 BARRINGTON CT	HAYWARD	ALAMEDA	CA	94545
13595	1333 BROADWAY (Also #2393)	OAKLAND	ALAMEDA	CA	94612
1537	3232 FOOTHILL BLVD	OAKLAND	ALAMEDA	CA	94601
10526	3250 LAKESHORE AVE	OAKLAND	ALAMEDA	CA	94610
3170	3400 TELEGRAPH AVE	OAKLAND	ALAMEDA	CA	94609
1536	3434 HIGH ST	OAKLAND	ALAMEDA	CA	94619
1625	5055 TELEGRAPH AVE	OAKLAND	ALAMEDA	CA	94609
3295	8102 INTERNATIONAL BLVD	OAKLAND	ALAMEDA	CA	94621
3165	10721 MACARTHUR BLVD	OAKLAND	ALAMEDA	CA	94605
2393	1330 BROADWAY (Also #13595)	OAKLAND	ALAMEDA	CA	94612
13626	301 E 18TH ST	OAKLAND	ALAMEDA	CA	94606
1535	301 E 18TH ST (Also Store #11706)	OAKLAND	ALAMEDA	CA	94606
2150	1763 SANTA RITA RD	PLEASANTON	ALAMEDA	CA	94566
7274	1456 136TH AVE	SAN LEANDRO	ALAMEDA	CA	94578
2426	15500 WASHINGTON AVE	SAN LEANDRO	ALAMEDA	CA	94579
3032	15850 E 14TH ST	SAN LEANDRO	ALAMEDA	CA	94578
12528	475 STATE HIGHWAY 49	SUTTER CREEK	AMADOR	CA	95685
5207	1042 NORD AVE	CHICO	BUTTE	CA	95926
12458	2507 ESPLANADE	CHICO	BUTTE	CA	95926
12370	132 MISSION RANCH BLVD	CHICO	BUTTE	CA	95926
12174	15 DECLARATION DR	CHICO	BUTTE	CA	95973
2953	860 EAST AVE (Also Store 13000)	CHICO	BUTTE	CA	95926
13627	864 EAST AVE	CHICO	BUTTE	CA	95926
6141	2703 ORO DAM BLVD E	OROVILLE	BUTTE	CA	95966
3877	7576 SKYWAY	PARADISE	BUTTE	CA	95969
4724	3416 DEER VALLEY RD	ANTIOCH	CONTRA COSTA	CA	94531
13026	2700 WILLOW PASS RD	BAY POINT	CONTRA COSTA	CA	94565
9102	2271 BALFOUR RD	BRENTWOOD	CONTRA COSTA	CA	94513
6871	4520 BALFOUR RD	BRENTWOOD	CONTRA COSTA	CA	94513
9978	6570 LONE TREE WAY	BRENTWOOD	CONTRA COSTA	CA	94513
2112	5437 CLAYTON RD	CLAYTON	CONTRA COSTA	CA	94517
3164	1800 CONCORD AVE	CONCORD	CONTRA COSTA	CA	94520
15003	1990 MONUMENT BLVD	CONCORD	CONTRA COSTA	CA	94520
12767	480 DIABLO RD	DANVILLE	CONTRA COSTA	CA	94526
2560	611 SAN RAMON VALLEY BLVD	DANVILLE	CONTRA COSTA	CA	94526
3770	11565 SAN PABLO AVE	EL CERRITO	CONTRA COSTA	CA	94530
4049	3630 SAN PABLO DAM RD	EL SOBRANTE	CONTRA COSTA	CA	94803

**EXHIBIT A**

Facility	Address	City	County	State	Zip
6101	3655 ALHAMBRA AVE	MARTINEZ	CONTRA COSTA	CA	94553
11614	2750 PINOLE VALLEY RD	PINOLE	CONTRA COSTA	CA	94564
7376	2901 RAILROAD AVE	PITTSBURG	CONTRA COSTA	CA	94565
5864	721 GREGORY LN	PLEASANT HILL	CONTRA COSTA	CA	94523
2506	1150 MACDONALD AVE	RICHMOND	CONTRA COSTA	CA	94801
2435	13751 SAN PABLO AVE	SAN PABLO	CONTRA COSTA	CA	94806
13796	14280 SAN PABLO AVE	SAN PABLO	CONTRA COSTA	CA	94806
4491	15650 SAN PABLO AVE	SAN PABLO	CONTRA COSTA	CA	94806
11861	2455 SAN PABLO DAM ROAD	SAN PABLO	CONTRA COSTA	CA	94806
2485	21001 SAN RAMON VALLEY BLVD	SAN RAMON	CONTRA COSTA	CA	94583
4026	2900 N MAIN ST	WALNUT CREEK	CONTRA COSTA	CA	94597
2464	2923 YGNACIO VALLEY RD	WALNUT CREEK	CONTRA COSTA	CA	94598
11754	787 L ST	CRESCENT CITY	DEL NORTE	CA	95531
10599	4014 PLAZA GOLDORADO CIR	CAMERON PARK	EL DORADO	CA	95682
12840	8230 SARATOGA WAY	EL DORADO HILLS	EL DORADO	CA	95762
11823	4220 MISSOURI FLAT RD	PLACERVILLE	EL DORADO	CA	95667
6387	1815 HERNDON AVE	CLOVIS	FRESNO	CA	93611
7830	205 W SHAW AVE	CLOVIS	FRESNO	CA	93612
10334	1790 SHAW AVE	CLOVIS	FRESNO	CA	93611
2864	1890 SHAW AVE	CLOVIS	FRESNO	CA	93611
10481	265 FORREST DR.	COALINGA	FRESNO	CA	93210
13871	1016 W SHAW AVE	FRESNO	FRESNO	CA	93711
2702	1344 W CLINTON AVE	FRESNO	FRESNO	CA	93705
10243	2420 N BLACKSTONE AVE	FRESNO	FRESNO	CA	93703
10335	2424 N BRAWLEY AVE	FRESNO	FRESNO	CA	93722
4907	2840 W ASHLAN AVE	FRESNO	FRESNO	CA	93705
12281	2950 N FOWLER WAY	FRESNO	FRESNO	CA	93727
11877	4771 W ASHLAN AVE	FRESNO	FRESNO	CA	93722
6386	4810 E KINGS CANYON RD	FRESNO	FRESNO	CA	93727
2727	5747 N. PALM AVE.	FRESNO	FRESNO	CA	93704
9702	5785 N 1ST ST	FRESNO	FRESNO	CA	93710
6942	6010 N FIGARDEN DR	FRESNO	FRESNO	CA	93722
5847	610 E NEES AVE	FRESNO	FRESNO	CA	93720
6082	626 S CLOVIS AVE	FRESNO	FRESNO	CA	93727
9655	6885 N WILLOW AVE	FRESNO	FRESNO	CA	93710
7204	7015 N WEST AVE	FRESNO	FRESNO	CA	93711
7266	8975 N CHESTNUT AVE	FRESNO	FRESNO	CA	93720
12998	1120 N CEDAR AVE	FRESNO	FRESNO	CA	93703
2703	1219 N CEDAR AVE (Also Store 12574)	FRESNO	FRESNO	CA	93703
3277	4172 N 1ST ST (Also Store 12707)	FRESNO	FRESNO	CA	93726
12999	4182 N 1ST ST	FRESNO	FRESNO	CA	93726
15026	7585 N CEDAR AVE #101	FRESNO	FRESNO	CA	93720
9815	988 SIERRA ST	KINGSBURG	FRESNO	CA	93631
12298	852 E MANNING AVE	REEDLEY	FRESNO	CA	93654
12282	2589 JENSEN AVE	SANGER	FRESNO	CA	93657
12337	2795 FLORAL AVE	SELMA	FRESNO	CA	93662
13001	828 NEWVILLE RD	ORLAND	GLENN	CA	95963
4681	1424 BROADWAY	EUREKA	HUMBOLDT	CA	95501
5863	2525 HARRIS ST	EUREKA	HUMBOLDT	CA	95503
9703	1065 S FORTUNA BLVD	FORTUNA	HUMBOLDT	CA	95540
6856	100 N IMPERIAL AVE	EL CENTRO	IMPERIAL	CA	92243
3294	2628 MOUNT VERNON AVE	BAKERSFIELD	KERN	CA	93306
11532	3300 BUENA VISTA RD	BAKERSFIELD	KERN	CA	93311
1816	3301 PANAMA LN	BAKERSFIELD	KERN	CA	93313
3272	3315 S H ST	BAKERSFIELD	KERN	CA	93304
3282	3815 NILES ST	BAKERSFIELD	KERN	CA	93306
3222	40 CHESTER AVE	BAKERSFIELD	KERN	CA	93301

**EXHIBIT A**

Facility	Address	City	County	State	Zip
3360	4100 WHITE LN	BAKERSFIELD	KERN	CA	93309
6756	4306 MING AVE	BAKERSFIELD	KERN	CA	93309
7909	4949 GOSFORD RD	BAKERSFIELD	KERN	CA	93313
6526	9550 HAGEMAN RD	BAKERSFIELD	KERN	CA	93312
12172	1315 BOUGHTON DR	BAKERSFIELD	KERN	CA	93308
13579	5800 DISTRICT BLVD	BAKERSFIELD	KERN	CA	93313
10827	1435 HIGH ST	DELANO	KERN	CA	93215
9030	101 DRUMMOND AVE	RIDGECREST	KERN	CA	93555
7555	1101 W TEHACHAPI BLVD	TEHACHAPI	KERN	CA	93561
5411	710 W GRANGEVILLE BLVD	HANFORD	KINGS	CA	93230
11612	12 W HANFORD ARMONA RD	LEMOORE	KINGS	CA	93245
10421	2875 MAIN ST	SUSANVILLE	LASSEN	CA	96130
2156	2551 W MAIN ST	ALHAMBRA	LOS ANGELES	CA	91801
7035	140 E LIVE OAK AVE	ARCADIA	LOS ANGELES	CA	91006
9050	253 E FOOTHILL BLVD	ARCADIA	LOS ANGELES	CA	91006
4127	5 LIVE OAK AVE.	ARCADIA	LOS ANGELES	CA	91006
6124	9750 WOODMAN AVE	ARLETA	LOS ANGELES	CA	91331
5773	11800 ARTESIA BLVD	ARTESIA	LOS ANGELES	CA	90701
9640	14101 FRANCISQUITO AVE	BALDWIN PARK	LOS ANGELES	CA	91706
7654	14102 RAMONA BLVD	BALDWIN PARK	LOS ANGELES	CA	91706
7403	15740 WOODRUFF AVE	BELLFLOWER	LOS ANGELES	CA	90706
6680	9031 ROSECRANS AVE	BELLFLOWER	LOS ANGELES	CA	90706
10040	1022 N. LAKE ST.	BURBANK	LOS ANGELES	CA	91502
6250	1028 S SAN FERNANDO BLVD	BURBANK	LOS ANGELES	CA	91502
4474	2501 W MAGNOLIA BLVD	BURBANK	LOS ANGELES	CA	91505
15406	2031 W ALAMEDA AVE STE 340	BURBANK	LOS ANGELES	CA	91506
5848	20505 SHERMAN WAY	CANOGA PARK	LOS ANGELES	CA	91306
5743	7560 TOPANGA CANYON	CANOGA PARK	LOS ANGELES	CA	91303
7529	27983 SLOAN CANYON RD	CASTAIC	LOS ANGELES	CA	91384
7015	20901 DEVONSHIRE ST	CHATSWORTH	LOS ANGELES	CA	91311
6972	150 S GRAND AVE	COVINA	LOS ANGELES	CA	91724
5798	401 N AZUSA AVE	COVINA	LOS ANGELES	CA	91722
3902	7966 FLORENCE AVE	DOWNEY	LOS ANGELES	CA	90240
9842	8030 IMPERIAL HWY	DOWNEY	LOS ANGELES	CA	90242
10112	9018 FIRESTONE BLVD	DOWNEY	LOS ANGELES	CA	90241
7598	11907 VALLEY BLVD	EL MONTE	LOS ANGELES	CA	91732
7575	3643 PECK RD	EL MONTE	LOS ANGELES	CA	91731
9882	331 N SEPULVEDA BLVD	EL SEGUNDO	LOS ANGELES	CA	90245
11735	16100 VENTURA BLVD	ENCINO	LOS ANGELES	CA	91436
15416	17609 VENTURA BLVD STE LL06	ENCINO	LOS ANGELES	CA	91316
15408	17609 VENTURA BLVD. SUITE 104	ENCINO	LOS ANGELES	CA	91316
7175	1344 W REDONDO BEACH BLVD	GARDENA	LOS ANGELES	CA	90247
15417	800 S CENTRAL AVE SUITE 206	GLENDALE	LOS ANGELES	CA	91204
6640	550 S GRAND AVE	GLENDORA	LOS ANGELES	CA	91741
5566	17010 CHATSWORTH ST	GRANADA HILLS	LOS ANGELES	CA	91344
5591	24930 WESTERN AVE	HARBOR CITY	LOS ANGELES	CA	90710
10069	11983 HAWTHORNE BLVD	HAWTHORNE	LOS ANGELES	CA	90250
9137	14250 PRAIRIE AVE	HAWTHORNE	LOS ANGELES	CA	90250
11785	6100 PACIFIC BLVD	HUNTINGTON PARK	LOS ANGELES	CA	90255
6413	230 N LA BREA AVE	INGLEWOOD	LOS ANGELES	CA	90301
6974	3331 W CENTURY BLVD	INGLEWOOD	LOS ANGELES	CA	90303
1606	3001 FOOTHILL BLVD	LA CRESCENTA	LOS ANGELES	CA	91214
4364	14210 IMPERIAL HWY	LA MIRADA	LOS ANGELES	CA	90638
5702	934 N HACIENDA BLVD	LA PUENTE	LOS ANGELES	CA	91744
6903	5829 LAKEWOOD BLVD	LAKESWOOD	LOS ANGELES	CA	90712
5616	5913 CARSON ST	LAKESWOOD	LOS ANGELES	CA	90713
10692	1834 W AVENUE J	LANCASTER	LOS ANGELES	CA	93534

**EXHIBIT A**

Facility	Address	City	County	State	Zip
6017	2840 W AVENUE L	LANCASTER	LOS ANGELES	CA	93536
7343	5001 W AVENUE N	LANCASTER	LOS ANGELES	CA	93536
6018	831 E AVENUE K	LANCASTER	LOS ANGELES	CA	93535
5650	2627 PACIFIC AVE	LONG BEACH	LOS ANGELES	CA	90806
7832	3339 E ANAHEIM ST	LONG BEACH	LOS ANGELES	CA	90804
7244	3570 ATLANTIC AVE	LONG BEACH	LOS ANGELES	CA	90807
11082	5400 CHERRY AVE	LONG BEACH	LOS ANGELES	CA	90805
7870	600 LONG BEACH BLVD	LONG BEACH	LOS ANGELES	CA	90802
13175	6375 N PARAMOUNT BLVD	LONG BEACH	LOS ANGELES	CA	90805
11439	6310 PACIFIC COAST HIGHWAY	LONG BEACH	LOS ANGELES	CA	90803
6931	10407 SANTA MONICA BLVD	LOS ANGELES	LOS ANGELES	CA	90025
12057	1050 N HIGHLAND AVE	LOS ANGELES	LOS ANGELES	CA	90016
12419	11795 W OLYMPIC BLVD	LOS ANGELES	LOS ANGELES	CA	90064
15190	1399 ROXBURY DR	LOS ANGELES	LOS ANGELES	CA	90035
12913	1500 E GAGE AVE	LOS ANGELES	LOS ANGELES	CA	90001
9136	1625 W SUNSET BLVD	LOS ANGELES	LOS ANGELES	CA	90026
7482	1800 W SLAUSON AVE	LOS ANGELES	LOS ANGELES	CA	90047
6854	2222 COLORADO BLVD	LOS ANGELES	LOS ANGELES	CA	90041
12529	305 N BREED ST	LOS ANGELES	LOS ANGELES	CA	90033
5879	3201 W 6TH ST	LOS ANGELES	LOS ANGELES	CA	90020
7016	3724 CRENSHAW BLVD	LOS ANGELES	LOS ANGELES	CA	90016
11449	4616 DE LONGPRE AVE	LOS ANGELES	LOS ANGELES	CA	90027
7036	5451 W SUNSET BLVD	LOS ANGELES	LOS ANGELES	CA	90027
6516	5467 WILSHIRE BLVD	LOS ANGELES	LOS ANGELES	CA	90036
9285	5843 W PICO BLVD	LOS ANGELES	LOS ANGELES	CA	90019
12460	617 W 7TH ST	LOS ANGELES	LOS ANGELES	CA	90017
6445	8770 W PICO BLVD	LOS ANGELES	LOS ANGELES	CA	90035
15409	2990 S SEPULVEDA BLVD SUITE 300A	LOS ANGELES	LOS ANGELES	CA	90064
6249	4351 E IMPERIAL HWY	LYNWOOD	LOS ANGELES	CA	90262
9685	2400 N SEPULVEDA BLVD	MANHATTAN BEACH	LOS ANGELES	CA	90266
7070	4009 LINCOLN BLVD	MARINA DEL REY	LOS ANGELES	CA	90292
15410	11550 INDIAN HILLS ROAD SUITE 271	MISSION HILLS	LOS ANGELES	CA	91345
11473	490 W HUNTINGTON DR	MONROVIA	LOS ANGELES	CA	91016
4227	903 E HUNTINGTON DR	MONROVIA	LOS ANGELES	CA	91016
2155	1501 W WHITTIER BLVD	MONTEBELLO	LOS ANGELES	CA	90640
11440	2331 S ATLANTIC BLVD	MONTEREY PARK	LOS ANGELES	CA	91754
7950	15316 NORDHOFF ST	NORTH HILLS	LOS ANGELES	CA	91343
9491	10955 MAGNOLIA BLVD	NORTH HOLLYWOOD	LOS ANGELES	CA	91601
6347	18515 DEVONSHIRE ST	NORTHRIDGE	LOS ANGELES	CA	91324
3937	10968 ROSECRANS AVE	NORWALK	LOS ANGELES	CA	90650
11243	11930 STUDEBAKER RD	NORWALK	LOS ANGELES	CA	90650
6976	37160 47TH ST E	PALMDALE	LOS ANGELES	CA	93552
10764	2376 E COLORADO BLVD	PASADENA	LOS ANGELES	CA	91107
11442	310 S LAKE AVE	PASADENA	LOS ANGELES	CA	91101
9139	670 N LAKE AVE	PASADENA	LOS ANGELES	CA	91101
7263	8900 WASHINGTON BLVD	PICO RIVERA	LOS ANGELES	CA	90660
7230	495 E HOLT AVE	POMONA	LOS ANGELES	CA	91767
4382	795 E FOOTHILL BLVD	POMONA	LOS ANGELES	CA	91767
6496	2321 HAWTHORNE BLVD	REDONDO BEACH	LOS ANGELES	CA	90278
6904	535 S PACIFIC COAST HWY	REDONDO BEACH	LOS ANGELES	CA	90277
6648	18430 SHERMAN WAY	RESEDA	LOS ANGELES	CA	91335
9029	6416 TAMPA AVE	RESEDA	LOS ANGELES	CA	91335
7912	2750 SAN GABRIEL BLVD	ROSEMEAD	LOS ANGELES	CA	91770
9845	18308 COLIMA RD	ROWLAND HEIGHTS	LOS ANGELES	CA	91748
4076	18308 COLIMA RD	ROWLAND HEIGHTS	LOS ANGELES	CA	91748
13068	18330 COLIMA RD	ROWLAND HEIGHTS	LOS ANGELES	CA	91748
5797	1086 W ARROW HWY	SAN DIMAS	LOS ANGELES	CA	91773

**EXHIBIT A**

Facility	Address	City	County	State	Zip
13894	180 VIA VERDE	SAN DIMAS	LOS ANGELES	CA	91773
6125	6325 ROSEMEAD BLVD	SAN GABRIEL	LOS ANGELES	CA	91775
6930	19266 SOLEDAD CANYON RD	SANTA CLARITA	LOS ANGELES	CA	91351
10767	23925 NEWHALL RANCH RD	SANTA CLARITA	LOS ANGELES	CA	91355
12023	24790 VALLEY ST	SANTA CLARITA	LOS ANGELES	CA	91321
15413	11980 TELEGRAPH RD STE 100	SANTA FE SPRINGS	LOS ANGELES	CA	90670
15412	11980 TELEGRAPH RD STE 102	SANTA FE SPRINGS	LOS ANGELES	CA	90670
12178	12007 LOS NIETOS RD	SANTA FE SPRINGS	LOS ANGELES	CA	90670
5526	1932 WILSHIRE BLVD	SANTA MONICA	LOS ANGELES	CA	90403
7556	28460 HASKELL CANYON RD	SAUGUS	LOS ANGELES	CA	91390
15293	4940 VAN NUYS BLVD, SUITE 104	SHERMAN OAKS	LOS ANGELES	CA	91403
10262	9830 LONG BEACH BLVD	SOUTH GATE	LOS ANGELES	CA	90280
11918	11000 VENTURA BLVD	STUDIO CITY	LOS ANGELES	CA	91604
12613	9401 CHIVERS AVE	SUN VALLEY	LOS ANGELES	CA	91352
1813	18568 VENTURA BLVD	TARZANA	LOS ANGELES	CA	91356
7481	22930 S WESTERN AVE	TORRANCE	LOS ANGELES	CA	90501
5772	2690 PACIFIC COAST HWY	TORRANCE	LOS ANGELES	CA	90505
6251	2976 SEPULVEDA BLVD	TORRANCE	LOS ANGELES	CA	90505
2622	4142 PACIFIC COAST HWY	TORRANCE	LOS ANGELES	CA	90505
13621	373 VAN NESS AVE	TORRANCE	LOS ANGELES	CA	90501
7826	13231 VICTORY BLVD	VAN NUYS	LOS ANGELES	CA	91401
6700	5224 COLDWATER CANYON AVE	VAN NUYS	LOS ANGELES	CA	91401
5525	7155 VAN NUYS BLVD	VAN NUYS	LOS ANGELES	CA	91405
9656	1131 S GLENDORA AVE	WEST COVINA	LOS ANGELES	CA	91790
9560	2453 S AZUSA AVE	WEST COVINA	LOS ANGELES	CA	91792
15427	855 N LARK ELLEN AVE SUITE E	WEST COVINA	LOS ANGELES	CA	91791
15294	8490 SANTA MONICA BLVD STE 1	WEST HOLLYWOOD	LOS ANGELES	CA	90069
7211	11604 WHITTIER BLVD	WHITTIER	LOS ANGELES	CA	90601
9468	13331 TELEGRAPH RD	WHITTIER	LOS ANGELES	CA	90605
5649	8201 GREENLEAF AVE	WHITTIER	LOS ANGELES	CA	90602
6453	1300 W YOSEMITE AVE	MADERA	MADERA	CA	93637
11242	2020 W CLEVELAND AVE	MADERA	MADERA	CA	93637
12761	41169 GOODWIN WAY, STE 110	MADERA	MADERA	CA	93636
4559	227 SHORELINE HWY	MILL VALLEY	MARIN	CA	94941
7445	820 SIR FRANCIS DRAKE BLVD	SAN ANSELMO	MARIN	CA	94960
13584	155 NORTHGATE ONE	SAN RAFAEL	MARIN	CA	94903
4625	830 3RD ST	SAN RAFAEL	MARIN	CA	94901
9525	308 E PERKINS ST	UKIAH	MENDOCINO	CA	95482
6718	2730 SHAFFER RD	ATWATER	MERCED	CA	95301
13173	7916 BELLEVUE RD	ATWATER	MERCED	CA	95301
6418	1360 E PACHECO BLVD	LOS BANOS	MERCED	CA	93635
3330	1640 R ST	MERCED	MERCED	CA	95340
4415	3098 G ST	MERCED	MERCED	CA	95340
4997	226 RESERVATION RD	MARINA	MONTEREY	CA	93933
7081	416 ALVARADO ST	MONTEREY	MONTEREY	CA	93940
2606	1532 N MAIN ST	SALINAS	MONTEREY	CA	93906
3446	575 N SANBORN RD	SALINAS	MONTEREY	CA	93905
2867	1055 FREMONT BLVD	SEASIDE	MONTEREY	CA	93955
13181	32655 CAMPHORA RD	SOLEDAD	MONTEREY	CA	93960
11365	210 AMERICAN CANYON RD	AMERICAN CANYON	NAPA	CA	94503
11822	1685 TRANCAS ST	NAPA	NAPA	CA	94558
10881	880 SUTTON WAY	GRASS VALLEY	NEVADA	CA	95945
11241	26531 ALISO CREEK RD	ALISO VIEJO	ORANGE	CA	92656
9388	10840 KATELLA AVE	ANAHEIM	ORANGE	CA	92804
5744	128 S STATE COLLEGE BLVD	ANAHEIM	ORANGE	CA	92806
6726	1720 W LA PALMA AVE	ANAHEIM	ORANGE	CA	92801
10629	2560 W BALL RD	ANAHEIM	ORANGE	CA	92804

**EXHIBIT A**

Facility	Address	City	County	State	Zip
6954	3446 W BALL RD	ANAHEIM	ORANGE	CA	92804
6157	946 S BROOKHURST ST	ANAHEIM	ORANGE	CA	92804
7679	7878 CRESCENT AVE	BUENA PARK	ORANGE	CA	90620
15407	1640 NEWPORT BLVD SUITE 435	COSTA MESA	ORANGE	CA	92627
12176	3505 CADILLAC AVE	COSTA MESA	ORANGE	CA	92626
7629	5005 BALL RD	CYPRESS	ORANGE	CA	90630
10200	6006 LINCOLN AVE	CYPRESS	ORANGE	CA	90630
12694	10990 WARNER AVE SUITE A	FOUNTAIN VALLEY	ORANGE	CA	92708
9534	15990 BROOKHURST ST	FOUNTAIN VALLEY	ORANGE	CA	92708
12573	16201 HARBOR BLVD	FOUNTAIN VALLEY	ORANGE	CA	92708
3561	16225 HARBOR BLVD	FOUNTAIN VALLEY	ORANGE	CA	92708
4475	15990 BROOKHURST ST	FOUNTAIN VALLEY	ORANGE	CA	92708
1750	1250 E CHAPMAN AVE	FULLERTON	ORANGE	CA	92831
6215	1826 W ORANGETHORPE AVE	FULLERTON	ORANGE	CA	92833
6187	11950 VALLEY VIEW ST	GARDEN GROVE	ORANGE	CA	92845
5972	12001 EUCLID ST	GARDEN GROVE	ORANGE	CA	92840
3674	12002 HARBOR BLVD	GARDEN GROVE	ORANGE	CA	92840
5771	17522 BEACH BLVD	HUNTINGTON BEACH	ORANGE	CA	92647
9089	19001 BROOKHURST ST	HUNTINGTON BEACH	ORANGE	CA	92646
5881	19501 BEACH BLVD	HUNTINGTON BEACH	ORANGE	CA	92648
12140	4935 WARNER AVE	HUNTINGTON BEACH	ORANGE	CA	92649
4354	6012 WARNER AVE	HUNTINGTON BEACH	ORANGE	CA	92647
4576	9500 GARFIELD	HUNTINGTON BEACH	ORANGE	CA	92646
11786	5695 ALTON PKWY	IRVINE	ORANGE	CA	92618
9883	6316 IRVINE BLVD	IRVINE	ORANGE	CA	92620
13638	18 TECHNOLOGY DR	IRVINE	ORANGE	CA	92618
15075	2525 MCGAW AVE	IRVINE	ORANGE	CA	92614
3747	101 W IMPERIAL HWY	LA HABRA	ORANGE	CA	90631
5672	2000 W WHITTIER BLVD	LA HABRA	ORANGE	CA	90631
4270	5510 LA PALMA	LA PALMA	ORANGE	CA	90623
10630	5961 LA PALMA AVE	LA PALMA	ORANGE	CA	90623
4207	24081 EL TORO RD	LAGUNA HILLS	ORANGE	CA	92653
6975	27982 LA PAZ RD	LAGUNA NIGUEL	ORANGE	CA	92677
10852	30192 TOWN CENTER DR	LAGUNA NIGUEL	ORANGE	CA	92677
12682	22477 EL TORO RD	LAKE FOREST	ORANGE	CA	92630
3936	24382 MUIRLANDS BLVD	LAKE FOREST	ORANGE	CA	92630
9843	25533 MARGUERITE PKWY	MISSION VIEJO	ORANGE	CA	92692
1232	27785 SANTA MARGARITA PKWY	MISSION VIEJO	ORANGE	CA	92691
3815	111 S MAIN ST	ORANGE	ORANGE	CA	92868
10336	1538 E CHAPMAN AVE	ORANGE	ORANGE	CA	92866
3636	3237 E CHAPMAN AVE	ORANGE	ORANGE	CA	92869
3560	1201 E YORBA LINDA BLVD	PLACENTIA	ORANGE	CA	92870
9197	191 E YORBA LINDA BLVD	PLACENTIA	ORANGE	CA	92870
12916	30592 SANTA MARGARITA PKWY	RANCHO SANTA MARGARITA	ORANGE	CA	92688
6388	1301 E 17TH ST	SANTA ANA	ORANGE	CA	92705
10397	1715 N BRISTOL ST	SANTA ANA	ORANGE	CA	92706
3588	3000 S BRISTOL ST	SANTA ANA	ORANGE	CA	92704
6446	11900 BEACH BLVD	STANTON	ORANGE	CA	90680
7286	13052 NEWPORT AVE	TUSTIN	ORANGE	CA	92780
3673	13348 NEWPORT AVE	TUSTIN	ORANGE	CA	92780
9533	7001 WESTMINSTER BLVD	WESTMINSTER	ORANGE	CA	92683
2162	8052 WESTMINSTER BLVD	WESTMINSTER	ORANGE	CA	92683
2170	12120 NEW AIRPORT RD	AUBURN	PLACER	CA	95603
6036	4051 DOUGLAS BLVD	GRANITE BAY	PLACER	CA	95746
12525	700 TWELVE BRIDGES DR	LINCOLN	PLACER	CA	95648
6915	2177 SUNSET BLVD	ROCKLIN	PLACER	CA	95765

## EXHIBIT A

Facility	Address	City	County	State	Zip
5501	3999 FOOTHILLS BLVD	ROSEVILLE	PLACER	CA	95747
5182	60 N HIGHLAND SPRINGS	BANNING	RIVERSIDE	CA	92220
7714	1400 BEAUMONT AVE	BEAUMONT	RIVERSIDE	CA	92223
4757	42010 WASHINGTON ST	BERMUDA DUNES	RIVERSIDE	CA	92203
10366	1186 CALIMESA BLVD	CALIMESA	RIVERSIDE	CA	92320
9229	30015 DATE PALM DR	CATHEDRAL CITY	RIVERSIDE	CA	92234
5301	33975 DATE PALM DR	CATHEDRAL CITY	RIVERSIDE	CA	92234
13436	67802 E. PALM CANYON	CATHEDRAL CITY	RIVERSIDE	CA	92234
11611	50040 HARRISON ST	COACHELLA	RIVERSIDE	CA	92236
7303	100 W ONTARIO AVE	CORONA	RIVERSIDE	CA	92882
5183	1107 W 6TH ST	CORONA	RIVERSIDE	CA	92882
7591	120 W PARKRIDGE AVE	CORONA	RIVERSIDE	CA	92880
10042	2045 CALIFORNIA AVE, Ste 114	CORONA	RIVERSIDE	CA	92881
12175	1239 POMONA RD	CORONA	RIVERSIDE	CA	92882
5037	14001 PALM DR	DESERT HOT SPRINGS	RIVERSIDE	CA	92240
13657	12574 LIMONITE AVE	EASTVALE	RIVERSIDE	CA	91752
1081	1101 S SANDERSON AVE	HEMET	RIVERSIDE	CA	92545
5349	1311 E FLORIDA AVE	HEMET	RIVERSIDE	CA	92544
5038	1661 W FLORIDA AVE	HEMET	RIVERSIDE	CA	92543
1080	43200 STATE HIGHWAY 74	HEMET	RIVERSIDE	CA	92544
1254	44100 JEFFERSON ST	INDIO	RIVERSIDE	CA	92201
9080	80925 US HIGHWAY 111	INDIO	RIVERSIDE	CA	92201
10703	82900 AVENUE 42	INDIO	RIVERSIDE	CA	92203
9781	82955 AVENUE 48	INDIO	RIVERSIDE	CA	92201
7765	47900 WASHINGTON ST	LA QUINTA	RIVERSIDE	CA	92253
13813	160 DIAMOND DR	LAKE ELSINORE	RIVERSIDE	CA	92530
9486	18296 COLLIER AVE	LAKE ELSINORE	RIVERSIDE	CA	92530
6127	30251 MURRIETA RD	MENIFEE	RIVERSIDE	CA	92584
5220	12275 PERRIS BLVD	MORENO VALLEY	RIVERSIDE	CA	92557
9616	16020 PERRIS BLVD	MORENO VALLEY	RIVERSIDE	CA	92551
DC00012A	17500 PERRIS BLVD	MORENO VALLEY	RIVERSIDE	CA	92551
5527	25011 ALESSANDRO BLVD	MORENO VALLEY	RIVERSIDE	CA	92553
11475	27714 CLINTON KEITH RD	MURRIETA	RIVERSIDE	CA	92562
7410	29910 MURRIETA HOT SPRINGS RD	MURRIETA	RIVERSIDE	CA	92563
10948	33060 ANTELOPE RD	MURRIETA	RIVERSIDE	CA	92563
1995	40420 MURRIETA HOT SPRINGS RD	MURRIETA	RIVERSIDE	CA	92563
9884	40663 CALIFORNIA OAKS RD	MURRIETA	RIVERSIDE	CA	92562
10060	475 HIDDEN VALLEY PKWY	NORCO	RIVERSIDE	CA	92860
4756	44840 MONTEREY AVE	PALM DESERT	RIVERSIDE	CA	92260
10242	78218 VARNER RD	PALM DESERT	RIVERSIDE	CA	92211
15419	38822 EL DESIERTO RD STE B	PALM DESERT	RIVERSIDE	CA	92211
1079	1700 E VISTA CHINO	PALM SPRINGS	RIVERSIDE	CA	92262
9885	2465 E PALM CANYON DR	PALM SPRINGS	RIVERSIDE	CA	92264
13435	555 S. SUNRISE WAY STES 112-112	PALM SPRINGS	RIVERSIDE	CA	92264
7577	1695 N SUNRISE WAY	PALM SPRINGS	RIVERSIDE	CA	92262
13176	3984 INDIAN AVE	PERRIS	RIVERSIDE	CA	92571
15094	2055 N PERRIS BLVD	PERRIS	RIVERSIDE	CA	92571
9641	72027 DINAH SHORE DR	RANCHO MIRAGE	RIVERSIDE	CA	92270
13833	10992 MAGNOLIA AVE	RIVERSIDE	RIVERSIDE	CA	92505
7990	1745 UNIVERSITY AVE	RIVERSIDE	RIVERSIDE	CA	92507
7991	6444 VAN BUREN BLVD	RIVERSIDE	RIVERSIDE	CA	92503
7262	6600 MAGNOLIA AVE	RIVERSIDE	RIVERSIDE	CA	92506
2712	8044 LIMONITE AVE	RIVERSIDE	RIVERSIDE	CA	92509
7786	8917 TRAUTWEIN RD	RIVERSIDE	RIVERSIDE	CA	92508
4352	11110 MAGNOLIA	RIVERSIDE	RIVERSIDE	CA	92505
12941	14427 MERIDIAN PKWY	RIVERSIDE	RIVERSIDE	CA	92518
15420	2010 IOWA AVE	RIVERSIDE	RIVERSIDE	CA	92507

**EXHIBIT A**

Facility	Address	City	County	State	Zip
15516	2020 IOWA ST	RIVERSIDE	RIVERSIDE	CA	92507
10172	1181 N STATE ST	SAN JACINTO	RIVERSIDE	CA	92583
9021	1811 S SAN JACINTO AVE	SAN JACINTO	RIVERSIDE	CA	92583
10368	2261 W ESPLANADE AVE	SAN JACINTO	RIVERSIDE	CA	92582
6126	27975 BRADLEY RD	SUN CITY	RIVERSIDE	CA	92586
15425	44274 GEORGE CUSHMAN CT. STE. 204	TEMECULA	RIVERSIDE	CA	92592
6658	6325 FAIR OAKS BLVD	CARMICHAEL	SACRAMENTO	CA	95608
5152	6144 DEWEY DR	CITRUS HEIGHTS	SACRAMENTO	CA	95621
7191	6199 SUNRISE BLVD	CITRUS HEIGHTS	SACRAMENTO	CA	95610
5774	7787 SUNRISE BLVD	CITRUS HEIGHTS	SACRAMENTO	CA	95610
5499	7299 LAGUNA BLVD	ELK GROVE	SACRAMENTO	CA	95758
6612	8400 ELK GROVE FLORIN RD	ELK GROVE	SACRAMENTO	CA	95624
6419	9180 FRANKLIN BLVD	ELK GROVE	SACRAMENTO	CA	95758
6142	9200 ELK GROVE FLORIN RD	ELK GROVE	SACRAMENTO	CA	95624
6417	1100 RILEY ST	FOLSOM	SACRAMENTO	CA	95630
9048	2595 E BIDWELL ST	FOLSOM	SACRAMENTO	CA	95630
13174	1900 PRAIRIE CITY RD	FOLSOM	SACRAMENTO	CA	95630
10693	6819 WATT AVE	NORTH HIGHLANDS	SACRAMENTO	CA	95660
4414	8900 GREENBACK LN	ORANGEVALE	SACRAMENTO	CA	95662
9532	4050 SUNRISE BLVD	RANCHO CORDOVA	SACRAMENTO	CA	95742
6613	1401 BROADWAY	SACRAMENTO	SACRAMENTO	CA	95818
13597	1420 MEADOWVIEW RD	SACRAMENTO	SACRAMENTO	CA	95832
4136	1919 FRUITRIDGE RD	SACRAMENTO	SACRAMENTO	CA	95822
6193	2201 ARDEN WAY	SACRAMENTO	SACRAMENTO	CA	95825
10716	250 FLORIN RD	SACRAMENTO	SACRAMENTO	CA	95831
5374	2900 STOCKTON BLVD	SACRAMENTO	SACRAMENTO	CA	95817
10114	3521 DEL PASO RD	SACRAMENTO	SACRAMENTO	CA	95835
4170	4200 ARDEN WAY	SACRAMENTO	SACRAMENTO	CA	95864
5500	4331 ANTELOPE RD	SACRAMENTO	SACRAMENTO	CA	95843
5036	4495 MACK RD	SACRAMENTO	SACRAMENTO	CA	95823
6807	5020 MADISON AVE	SACRAMENTO	SACRAMENTO	CA	95841
6706	7155 24TH ST	SACRAMENTO	SACRAMENTO	CA	95822
12365	8275 BRUCEVILLE RD	SACRAMENTO	SACRAMENTO	CA	95823
11262	840 EL CAMINO AVE	SACRAMENTO	SACRAMENTO	CA	95815
13478	981 OAK CREEK CT	HOLLISTER	SAN BENITO	CA	95023
1870	12109 APPLE VALLEY RD	APPLE VALLEY	SAN BERNARDINO	CA	92308
7948	20250 US HIGHWAY 18	APPLE VALLEY	SAN BERNARDINO	CA	92307
12332	21650 US HIGHWAY 18	APPLE VALLEY	SAN BERNARDINO	CA	92307
10420	42107 BIG BEAR BLVD	BIG BEAR LAKE	SAN BERNARDINO	CA	92315
6438	12490 CENTRAL AVE	CHINO	SAN BERNARDINO	CA	91710
11472	3320 CHINO HILLS PKWY	CHINO HILLS	SAN BERNARDINO	CA	91709
10768	11121 SIERRA AVE	FONTANA	SAN BERNARDINO	CA	92337
5372	16108 FOOTHILL BLVD	FONTANA	SAN BERNARDINO	CA	92335
9588	16145 SIERRA LAKES PKWY	FONTANA	SAN BERNARDINO	CA	92336
12841	22456 BARTON RD	GRAND TERRACE	SAN BERNARDINO	CA	92313
9780	15480 MAIN ST	HESPERIA	SAN BERNARDINO	CA	92345
5556	17051 BEAR VALLEY RD	HESPERIA	SAN BERNARDINO	CA	92345
2223	17383 MAIN ST	HESPERIA	SAN BERNARDINO	CA	92345
5300	27951 BASELINE ST	HIGHLAND	SAN BERNARDINO	CA	92346
10202	2245 S EUCLID AVE	ONTARIO	SAN BERNARDINO	CA	91762
6147	2950 S ARCHIBALD AVE	ONTARIO	SAN BERNARDINO	CA	91761
15458	3200 ISLAND EMPIRE BLVD SUITE 290	ONTARIO	SAN BERNARDINO	CA	91764
5652	6400 HAVEN AVE	RANCHO CUCAMONGA	SAN BERNARDINO	CA	91737
5478	6701 CARNELIAN ST	RANCHO CUCAMONGA	SAN BERNARDINO	CA	91701
7976	800 E LUGONIA AVE	REDLANDS	SAN BERNARDINO	CA	92374
5506	118 E BASE LINE RD	RIALTO	SAN BERNARDINO	CA	92376
9105	1280 W FOOTHILL BLVD	RIALTO	SAN BERNARDINO	CA	92376

## EXHIBIT A

Facility	Address	City	County	State	Zip
12547	2011 N RIVERSIDE AVE	RIALTO	SAN BERNARDINO	CA	92377
5555	550 S RIVERSIDE AVE	RIALTO	SAN BERNARDINO	CA	92376
11989	918 E FOOTHILL BLVD	RIALTO	SAN BERNARDINO	CA	92376
10467	1236 N WATERMAN AVE	SAN BERNARDINO	SAN BERNARDINO	CA	92404
9183	1301 W BASE LINE ST	SAN BERNARDINO	SAN BERNARDINO	CA	92411
6685	1634 E HIGHLAND AVE	SAN BERNARDINO	SAN BERNARDINO	CA	92404
5528	4041 N SIERRA WAY	SAN BERNARDINO	SAN BERNARDINO	CA	92407
6061	1241 W FOOTHILL BLVD	UPLAND	SAN BERNARDINO	CA	91786
9254	13655 BEAR VALLEY RD	VICTORVILLE	SAN BERNARDINO	CA	92392
12576	15318 ROY ROGERS DR	VICTORVILLE	SAN BERNARDINO	CA	92394
5348	34503 YUCAIPA BLVD	YUCAIPA	SAN BERNARDINO	CA	92399
6399	58133 29 PALMS HWY	YUCCA VALLEY	SAN BERNARDINO	CA	92284
12173	1989 PALOMAR OAKS WAY STE A	CARLSBAD	SAN DIEGO	CA	92011
13477	2819 LOKER AVE E	CARLSBAD	SAN DIEGO	CA	92010
2623	1111 3RD AVE	CHULA VISTA	SAN DIEGO	CA	91911
7867	1430 EASTLAKE PKWY	CHULA VISTA	SAN DIEGO	CA	91915
6255	621 I ST	CHULA VISTA	SAN DIEGO	CA	91910
12387	1306 BROADWAY	EL CAJON	SAN DIEGO	CA	92021
5844	215 N 2ND ST	EL CAJON	SAN DIEGO	CA	92021
11653	1320 ENCINITAS BLVD	ENCINITAS	SAN DIEGO	CA	92024
5455	111 W WASHINGTON AVE	ESCONDIDO	SAN DIEGO	CA	92025
5700	1574 E VALLEY PKWY	ESCONDIDO	SAN DIEGO	CA	92027
10142	460 W FELICITA AVE	ESCONDIDO	SAN DIEGO	CA	92025
11081	1285 S MISSION RD	FALLBROOK	SAN DIEGO	CA	92028
13639	5949 SEVERIN DR	LA MESA	SAN DIEGO	CA	91942
11990	9728 WINTER GARDENS BLVD	LAKESIDE	SAN DIEGO	CA	92040
12915	7195 BROADWAY	LEMON GROVE	SAN DIEGO	CA	91945
7869	885 EUCLID AVE	NATIONAL CITY	SAN DIEGO	CA	91950
7751	3507 CANNON RD	OCEANSIDE	SAN DIEGO	CA	92056
9433	3752 MISSION AVE	OCEANSIDE	SAN DIEGO	CA	92058
13052	4181 OCEANSIDE BLVD	OCEANSIDE	SAN DIEGO	CA	92056
12421	13390 POWAY RD	POWAY	SAN DIEGO	CA	92064
11654	10787 CAMINO RUIZ	SAN DIEGO	SAN DIEGO	CA	92126
6094	3005 MIDWAY DR	SAN DIEGO	SAN DIEGO	CA	92110
6656	3222 UNIVERSITY AVE	SAN DIEGO	SAN DIEGO	CA	92104
15295	3900 5TH AVE STE 110	SAN DIEGO	SAN DIEGO	CA	92103
13161	4029 43RD ST., STE 700	SAN DIEGO	SAN DIEGO	CA	92105
12143	5504 BALBOA AVE	SAN DIEGO	SAN DIEGO	CA	92111
13434	640 UNIVERSITY AVENUE	SAN DIEGO	SAN DIEGO	CA	92103
7176	8766 NAVAJO RD	SAN DIEGO	SAN DIEGO	CA	92119
15421	10070 CARROLL CANYON RD	SAN DIEGO	SAN DIEGO	CA	92131
13177	5535 MOREHOUSE DR	SAN DIEGO	SAN DIEGO	CA	92121
11406	10512 MISSION GORGE RD	SANTEE	SAN DIEGO	CA	92071
9817	9305 MISSION GORGE RD	SANTEE	SAN DIEGO	CA	92071
5456	1510 N SANTA FE AVE	VISTA	SAN DIEGO	CA	92083
9389	310 SYCAMORE AVE	VISTA	SAN DIEGO	CA	92083
6222	802 S SANTA FE AVE	VISTA	SAN DIEGO	CA	92084
15426	2023 WEST VISTA WAY SUITE 5	VISTA	SAN DIEGO	CA	92083
5618	100 SANSOME ST	SAN FRANCISCO	SAN FRANCISCO	CA	94104
6291	116 NEW MONTGOMERY ST	SAN FRANCISCO	SAN FRANCISCO	CA	94105
15127	1175 COLUMBUS AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94133
3711	1189 POTRERO AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94110
1241	1201 TARAVAL ST	SAN FRANCISCO	SAN FRANCISCO	CA	94116
13666	1300 BUSH ST	SAN FRANCISCO	SAN FRANCISCO	CA	94109
3358	1301 FRANKLIN ST	SAN FRANCISCO	SAN FRANCISCO	CA	94109
4609	1301 MARKET ST	SAN FRANCISCO	SAN FRANCISCO	CA	94103
2088	1333 CASTRO ST	SAN FRANCISCO	SAN FRANCISCO	CA	94114

**EXHIBIT A**

Facility	Address	City	County	State	Zip
893	1344 STOCKTON ST	SAN FRANCISCO	SAN FRANCISCO	CA	94133
890	135 POWELL ST	SAN FRANCISCO	SAN FRANCISCO	CA	94102
2866	1363 DIVISADERO ST	SAN FRANCISCO	SAN FRANCISCO	CA	94115
3383	141 KEARNY ST	SAN FRANCISCO	SAN FRANCISCO	CA	94108
13668	1496 MARKET ST	SAN FRANCISCO	SAN FRANCISCO	CA	94102
887	1524 POLK ST	SAN FRANCISCO	SAN FRANCISCO	CA	94109
11385	1580 VALENCIA STREET	SAN FRANCISCO	SAN FRANCISCO	CA	94110
1393	1630 OCEAN AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94112
3869	1750 NORIEGA ST	SAN FRANCISCO	SAN FRANCISCO	CA	94122
2152	1899 FILLMORE ST	SAN FRANCISCO	SAN FRANCISCO	CA	94115
1126	1979 MISSION ST	SAN FRANCISCO	SAN FRANCISCO	CA	94103
6557	199 PARNASSUS AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94117
13670	200 WEST PORTAL AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94127
2705	2050 IRVING ST	SAN FRANCISCO	SAN FRANCISCO	CA	94122
5599	2120 POLK ST	SAN FRANCISCO	SAN FRANCISCO	CA	94109
886	2125 CHESTNUT	SAN FRANCISCO	SAN FRANCISCO	CA	94123
4529	2145 MARKET ST	SAN FRANCISCO	SAN FRANCISCO	CA	94114
13296	2262 MARKET ST	SAN FRANCISCO	SAN FRANCISCO	CA	94114
1626	2494 SAN BRUNO AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94134
3475	25 POINT LOBOS AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94121
2005	2550 OCEAN AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94132
4231	2690 MISSION ST	SAN FRANCISCO	SAN FRANCISCO	CA	94110
3624	275 SACRAMENTO ST	SAN FRANCISCO	SAN FRANCISCO	CA	94111
5815	2801 JONES ST	SAN FRANCISCO	SAN FRANCISCO	CA	94133
4558	300 GOUGH ST	SAN FRANCISCO	SAN FRANCISCO	CA	94102
2521	300 MONTGOMERY ST	SAN FRANCISCO	SAN FRANCISCO	CA	94104
4570	3001 TARAVAL ST	SAN FRANCISCO	SAN FRANCISCO	CA	94116
2125	320 BAY ST	SAN FRANCISCO	SAN FRANCISCO	CA	94133
1403	3201 DIVISADERO ST	SAN FRANCISCO	SAN FRANCISCO	CA	94123
4492	33 DRUMM ST	SAN FRANCISCO	SAN FRANCISCO	CA	94111
1054	3398 MISSION ST	SAN FRANCISCO	SAN FRANCISCO	CA	94110
9886	3400 CESAR CHAVEZ	SAN FRANCISCO	SAN FRANCISCO	CA	94110
896	3601 CALIFORNIA ST	SAN FRANCISCO	SAN FRANCISCO	CA	94118
2244	3801 3RD ST	SAN FRANCISCO	SAN FRANCISCO	CA	94124
13671	3931 ALEMANY BLVD	SAN FRANCISCO	SAN FRANCISCO	CA	94132
4275	456 MISSION ST	SAN FRANCISCO	SAN FRANCISCO	CA	94105
7043	459 POWELL ST	SAN FRANCISCO	SAN FRANCISCO	CA	94102
1120	4645 MISSION ST	SAN FRANCISCO	SAN FRANCISCO	CA	94112
1327	498 CASTRO ST	SAN FRANCISCO	SAN FRANCISCO	CA	94114
1307	499 HAIGHT	SAN FRANCISCO	SAN FRANCISCO	CA	94102
1283	500 GEARY ST	SAN FRANCISCO	SAN FRANCISCO	CA	94102
13640	500 PARNASSUS AVE I LEVEL, Ste MU-005	SAN FRANCISCO	SAN FRANCISCO	CA	94143
1109	5260 DIAMOND HEIGHTS BLVD	SAN FRANCISCO	SAN FRANCISCO	CA	94131
13667	5280 GEARY BLVD	SAN FRANCISCO	SAN FRANCISCO	CA	94118
5487	5300 3RD ST	SAN FRANCISCO	SAN FRANCISCO	CA	94124
903	5411 GEARY	SAN FRANCISCO	SAN FRANCISCO	CA	94121
1297	670 4TH ST	SAN FRANCISCO	SAN FRANCISCO	CA	94107
4180	689 PORTOLA DR	SAN FRANCISCO	SAN FRANCISCO	CA	94127
4680	730 MARKET ST	SAN FRANCISCO	SAN FRANCISCO	CA	94102
3849	745 CLEMENT ST	SAN FRANCISCO	SAN FRANCISCO	CA	94118
13669	776 MARKET ST	SAN FRANCISCO	SAN FRANCISCO	CA	94102
2153	790 VAN NESS AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94102
3185	825 MARKET ST	SAN FRANCISCO	SAN FRANCISCO	CA	94103
7044	88 SPEAR ST	SAN FRANCISCO	SAN FRANCISCO	CA	94105
13583	901 HYDE ST.	SAN FRANCISCO	SAN FRANCISCO	CA	94109
7150	965 GENEVA AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94112
3707	2100 WEBSTER ST. RM.105	SAN FRANCISCO	SAN FRANCISCO	CA	94115

**EXHIBIT A**

Facility	Address	City	County	State	Zip
10044	45 CASTRO ST.	SAN FRANCISCO	SAN FRANCISCO	CA	94114
4264	2 WEST PORTAL AVE	SAN FRANCISCO	SAN FRANCISCO	CA	94127
6625	2141 CHESTNUT ST	SAN FRANCISCO	SAN FRANCISCO	CA	94123
3706	3838 CALIFORNIA ST	SAN FRANCISCO	SAN FRANCISCO	CA	94118
4318	4129 18TH ST	SAN FRANCISCO	SAN FRANCISCO	CA	94114
10631	14780 S HARLAN RD	LATHROP	SAN JOAQUIN	CA	95330
2961	75 N HAM LN	LODI	SAN JOAQUIN	CA	95242
10454	1071 N MAIN ST	MANTECA	SAN JOAQUIN	CA	95336
2526	560 N. MAIN	MANTECA	SAN JOAQUIN	CA	95336
9716	102 N JACK TONE RD	RIPON	SAN JOAQUIN	CA	95366
2680	15 W HARDING WAY	STOCKTON	SAN JOAQUIN	CA	95204
12549	2040 E MARIPOSA RD	STOCKTON	SAN JOAQUIN	CA	95205
4343	29 E MARCH LN	STOCKTON	SAN JOAQUIN	CA	95207
9723	3131 W HAMMER LN	STOCKTON	SAN JOAQUIN	CA	95209
2645	678 N WILSON WAY	STOCKTON	SAN JOAQUIN	CA	95205
10482	7850 WEST LN	STOCKTON	SAN JOAQUIN	CA	95210
2770	7929 LOWER SACRAMENTO RD	STOCKTON	SAN JOAQUIN	CA	95210
2434	1830 W 11TH ST	TRACY	SAN JOAQUIN	CA	95376
10766	2810 S TRACY BLVD	TRACY	SAN JOAQUIN	CA	95377
7210	8005 EL CAMINO REAL	ATASCADERO	SAN LUIS OBISPO	CA	93422
15411	2995 MCMILLAN AVE STE 196	SAN LUIS OBISPO	SAN LUIS OBISPO	CA	93401
63	900 RALSTON AVE	BELMONT	SAN MATEO	CA	94002
6655	1160 BROADWAY	BURLINGAME	SAN MATEO	CA	94010
86	1420 HOWARD AVE.	BURLINGAME	SAN MATEO	CA	94010
12257	260 EL CAMINO REAL	BURLINGAME	SAN MATEO	CA	94010
324	216 WESTLAKE CTR	DALY CITY	SAN MATEO	CA	94015
1807	22 SAN PEDRO RD	DALY CITY	SAN MATEO	CA	94014
5365	6100 MISSION ST	DALY CITY	SAN MATEO	CA	94014
7087	643 SANTA CRUZ AVE	MENLO PARK	SAN MATEO	CA	94025
7970	45 S EL CAMINO REAL	MILLBRAE	SAN MATEO	CA	94030
625	615 BROADWAY	MILLBRAE	SAN MATEO	CA	94030
11261	520 PALMETTO AVE	PACIFICA	SAN MATEO	CA	94044
2939	333 EL CAMINO REAL	SAN BRUNO	SAN MATEO	CA	94066
2126	1414 EL CAMINO REAL	SAN CARLOS	SAN MATEO	CA	94070
3296	191 E 3RD AVE	SAN MATEO	SAN MATEO	CA	94401
5006	4070 S EL CAMINO REAL	SAN MATEO	SAN MATEO	CA	94403
884	2238 WESTBOROUGH BLVD	SOUTH SAN FRANCISCO	SAN MATEO	CA	94080
3346	399 EL CAMINO REAL	SOUTH SAN FRANCISCO	SAN MATEO	CA	94080
13479	FIT @ SUN CENTET, BUILDING 19, 19 NET	MENLO PARK	SAN MATEO	CA	94025
10661	975 INDUSTRIAL RD SUITES E (#15477)	SAN CARLOS	SAN MATEO	CA	94070
6289	5900 CALLE REAL	GOLETA	SANTA BARBARA	CA	93117
6290	937 N H ST	LOMPOC	SANTA BARBARA	CA	93436
6287	2399 S BROADWAY	SANTA MARIA	SANTA BARBARA	CA	93454
6288	707 N BROADWAY	SANTA MARIA	SANTA BARBARA	CA	93454
6585	1570 W CAMPBELL AVE	CAMPBELL	SANTA CLARA	CA	95008
2957	1660 WINCHESTER BLVD	CAMPBELL	SANTA CLARA	CA	95008
4416	20011 BOLLINGER RD	CUPERTINO	SANTA CLARA	CA	95014
9516	770 1ST ST	GILROY	SANTA CLARA	CA	95020
7088	303 2ND ST	LOS ALTOS	SANTA CLARA	CA	94022
2786	14100 BLOSSOM HILL RD	LOS GATOS	SANTA CLARA	CA	95032
7326	423 N SANTA CRUZ AVE	LOS GATOS	SANTA CLARA	CA	95030
5480	1833 N MILPITAS BLVD	MILPITAS	SANTA CLARA	CA	95035
3671	342 W CALAVERAS BLVD	MILPITAS	SANTA CLARA	CA	95035
4516	745 E DUNNE AVE	MORGAN HILL	SANTA CLARA	CA	95037
2659	112 N RENGSTORFF AVE	MOUNTAIN VIEW	SANTA CLARA	CA	94043
689	121 E EL CAMINO REAL	MOUNTAIN VIEW	SANTA CLARA	CA	94040
13948	1905 W EL CAMINO REAL	MOUNTAIN VIEW	SANTA CLARA	CA	94040

## EXHIBIT A

Facility	Address	City	County	State	Zip
6869	2605 MIDDLEFIELD RD	PALO ALTO	SANTA CLARA	CA	94306
3344	4170 EL CAMINO REAL	PALO ALTO	SANTA CLARA	CA	94306
12141	328 UNIVERSITY AVE	PALO ALTO	SANTA CLARA	CA	94301
13991	1501 PAGE MILL RD	PALO ALTO	SANTA CLARA	CA	94304
781	300 UNIVERSITY AVE (Also Store 13596)	PALO ALTO	SANTA CLARA	CA	94301
2147	875 BLAKE WILBUR DR., STE CC-1101 MC	PALO ALTO	SANTA CLARA	CA	94305
15422	175 N JACKSON AVE SUITE 100	SAN JOSE	SANTA CLARA	CA	95116
1631	1848 STORY RD	SAN JOSE	SANTA CLARA	CA	95122
13178	1989 LITTLE ORCHARD ST	SAN JOSE	SANTA CLARA	CA	95125
2265	1130 BIRD AVE	SAN JOSE	SANTA CLARA	CA	95125
12548	1130 FOXWORTHY AVE	SAN JOSE	SANTA CLARA	CA	95118
840	1334 SARATOGA AVE	SAN JOSE	SANTA CLARA	CA	95129
3378	1376 KOOSER RD	SAN JOSE	SANTA CLARA	CA	95118
3754	1399 W SAN CARLOS ST	SAN JOSE	SANTA CLARA	CA	95126
7079	1615 MERIDIAN AVE	SAN JOSE	SANTA CLARA	CA	95125
5454	1661 MCKEE RD	SAN JOSE	SANTA CLARA	CA	95116
2081	1760 STORY RD	SAN JOSE	SANTA CLARA	CA	95122
1179	1795 E CAPITOL EXPY	SAN JOSE	SANTA CLARA	CA	95121
900	2105 MORRILL AVE	SAN JOSE	SANTA CLARA	CA	95132
1897	2585 ALMADEN	SAN JOSE	SANTA CLARA	CA	95125
2384	2680 UNION AVE	SAN JOSE	SANTA CLARA	CA	95124
3445	2799 S WHITE RD	SAN JOSE	SANTA CLARA	CA	95148
842	350 N CAPITOL AVE	SAN JOSE	SANTA CLARA	CA	95133
12570	3571 N 1ST ST	SAN JOSE	SANTA CLARA	CA	95134
9171	4095 EVERGREEN VILLAGE SQ	SAN JOSE	SANTA CLARA	CA	95135
2739	440 BLOSSOM HILL RD	SAN JOSE	SANTA CLARA	CA	95123
5219	5 S 1ST ST	SAN JOSE	SANTA CLARA	CA	95113
2169	5536 MONTEREY HWY	SAN JOSE	SANTA CLARA	CA	95138
4372	780 E SANTA CLARA ST	SAN JOSE	SANTA CLARA	CA	95112
2612	200 N WINCHESTER BLVD	SANTA CLARA	SANTA CLARA	CA	95050
895	2012 EL CAMINO REAL	SANTA CLARA	SANTA CLARA	CA	95050
2740	3460 EL CAMINO REAL	SANTA CLARA	SANTA CLARA	CA	95051
13179	2200 MISSION COLLEGE BLVD (Also #13905)	SANTA CLARA	SANTA CLARA	CA	95054
15215	2441 MISSION COLLEGE BLVD	SANTA CLARA	SANTA CLARA	CA	95054
13480	2831 MISSION COLLEGE BLVD	SANTA CLARA	SANTA CLARA	CA	95054
13180	3065 BOWERS AVE	SANTA CLARA	SANTA CLARA	CA	95054
13481	5301 STEVENS CREEK BLVD	SANTA CLARA	SANTA CLARA	CA	95051
13482	FIT @ SUN CENTER, BUILDING 23 4230 L	SANTA CLARA	SANTA CLARA	CA	95054
7080	105 E EL CAMINO REAL	SUNNYVALE	SANTA CLARA	CA	94087
3380	1306 S MARY AVE	SUNNYVALE	SANTA CLARA	CA	94087
9782	780 E EL CAMINO REAL	SUNNYVALE	SANTA CLARA	CA	94087
2810	1810 FREEDOM BLVD	FREEDOM	SANTA CRUZ	CA	95019
3158	1718 SOQUEL AVE	SANTA CRUZ	SANTA CRUZ	CA	95062
15108	201 FRONT STREET	SANTA CRUZ	SANTA CRUZ	CA	95060
6214	210 MOUNT HERMON RD	SCOTTS VALLEY	SANTA CRUZ	CA	95066
5699	115 LAKE BLVD E	REDDING	SHASTA	CA	96003
5781	1775 EUREKA WAY	REDDING	SHASTA	CA	96001
4243	980 E CYPRESS AVE	REDDING	SHASTA	CA	96002
1940	1955 W TEXAS ST	FAIRFIELD	SOLANO	CA	94533
2644	2010 ALAMO DR	VACAVILLE	SOLANO	CA	95687
3171	1050 REDWOOD ST	VALLEJO	SOLANO	CA	94590
2575	2647 SPRINGS RD	VALLEJO	SOLANO	CA	94591
3084	7800 OLD REDWOOD HWY	COTATI	SONOMA	CA	94931
3297	3093 MARLOW RD	SANTA ROSA	SONOMA	CA	95403
6722	4610 SONOMA HWY	SANTA ROSA	SONOMA	CA	95409
15423	131 STONY CIRCLE SUITE 200	SANTA ROSA	SONOMA	CA	95401
13222	1400 FOUNTAIN GROVE PKWY	SANTA ROSA	SONOMA	CA	95403

## EXHIBIT A

Facility	Address	City	County	State	Zip
2865	1101 MCHENRY AVE	MODESTO	STANISLAUS	CA	95350
7313	1700 STANDIFORD AVE	MODESTO	STANISLAUS	CA	95350
2902	2101 E HATCH RD	MODESTO	STANISLAUS	CA	95351
11705	3019 FLOYD AVE	MODESTO	STANISLAUS	CA	95355
5498	3500 COFFEE RD	MODESTO	STANISLAUS	CA	95355
4331	401 PARADISE RD	MODESTO	STANISLAUS	CA	95351
6355	4201 DALE RD	MODESTO	STANISLAUS	CA	95356
2842	840 OAKDALE RD	MODESTO	STANISLAUS	CA	95355
11934	444 W F ST	OAKDALE	STANISLAUS	CA	95361
9955	995 SPERRY AVE	PATTERSON	STANISLAUS	CA	95363
3030	1591 GEER RD	TURLOCK	STANISLAUS	CA	95380
12259	1640 LINCOLN RD	YUBA CITY	SUTTER	CA	95993
7433	1781 COLUSA HWY	YUBA CITY	SUTTER	CA	95993
993	855 COLUSA AVE	YUBA CITY	SUTTER	CA	95991
7653	1145 S MAIN ST	RED BLUFF	TEHAMA	CA	96080
10201	170 W EL MONTE WAY	DINUBA	TULARE	CA	93618
9844	416 W OLIVE AVE	PORTERVILLE	TULARE	CA	93257
10002	1418 E PROSPERITY AVE	TULARE	TULARE	CA	93274
6298	49 W TULARE AVE	TULARE	TULARE	CA	93274
3476	100 W WALNUT AVE	VISALIA	TULARE	CA	93277
2869	1407 N DINUBA BLVD	VISALIA	TULARE	CA	93291
11407	3010 N DEMAREE ST	VISALIA	TULARE	CA	93291
6683	5328 W CYPRESS AVE	VISALIA	TULARE	CA	93277
10738	140 W LOS ANGELES AVE	MOORPARK	VENTURA	CA	93021
11707	1801 N ROSE AVE	OXNARD	VENTURA	CA	93030
5846	2303 E VINEYARD AVE	OXNARD	VENTURA	CA	93036
7305	2851 S ROSE AVE	OXNARD	VENTURA	CA	93033
7449	481 S VENTURA RD	OXNARD	VENTURA	CA	93030
10354	2417 SYCAMORE DR	SIMI VALLEY	VENTURA	CA	93065
15424	2655 FIRST ST SUITE 345	SIMI VALLEY	VENTURA	CA	93065
12179	60 RANCHO RD STE 5-7, 24 & 26-27	THOUSAND OAKS	VENTURA	CA	91362
7992	550 N VENTU PARK RD	THOUSAND OAKS	VENTURA	CA	91320
10041	5574 EVERGLADES, Ste C&D	VENTURA	VENTURA	CA	930003
12118	4867 COLT ST	VENTURA	VENTURA	CA	93003
DC00006	2370 E. MAIN	WOODLAND	VENTURA	CA	95776
4198	1351 W CAPITOL AVE	W. SACRAMENTO	YOLO	CA	95691
4107	10 W MAIN ST	WOODLAND	YOLO	CA	95695
2277	602 10TH ST	MARYSVILLE	YUBA	CA	95901
12527	2293 RIVER OAKS BLVD	PLUMAS LAKE	YUBA	CA	95961

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	\$ 683,750.00	\$ 232,500.00	\$ 916,250.00
Amador Co. District Attorney's Office	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Butte Co. District Attorney's Office	\$ 17,500.00	\$ 7,500.00	\$ 25,000.00
Contra Costa Co. District Attorney's Office	\$ 30,000.00	\$ 10,000.00	\$ 40,000.00
Del Norte Co. District Attorney's Office	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
El Dorado Co. District Attorney's Office	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
Fresno Co. District Attorney's Office	\$ 215,000.00	\$ 145,000.00	\$ 360,000.00
Glenn Co. District Attorney's Office	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Humboldt Co. District Attorney's Office	\$ 17,500.00	\$ 7,500.00	\$ 25,000.00
Kern Co. District Attorney's Office	\$ 40,000.00	\$ 25,000.00	\$ 65,000.00
Kings Co. District Attorney's Office	\$ 7,500.00	\$ 5,000.00	\$ 12,500.00
Lassen Co. District Attorney's Office	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Los Angeles City Attorney's Office	\$ 916,250.00	\$ -	\$ 916,250.00
Los Angeles Co. District Attorney's Office	\$ 80,000.00	\$ 52,500.00	\$ 132,500.00
Madera Co. District Attorney's Office	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
Marin Co. District Attorney's Office	\$ 15,000.00	\$ 5,000.00	\$ 20,000.00
Mendocino Co. District Attorney's Office	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Merced Co. District Attorney's Office	\$ 15,000.00	\$ 5,000.00	\$ 20,000.00
Monterey Co. District Attorney's Office	\$ 605,000.00	\$ 115,000.00	\$ 720,000.00
Napa Co. District Attorney's Office	\$ 7,500.00	\$ 5,000.00	\$ 12,500.00
Nevada Co. District Attorney's Office	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Orange Co. District Attorney's Office	\$ 40,000.00	\$ 25,000.00	\$ 65,000.00
Placer Co. District Attorney's Office	\$ 30,000.00	\$ 10,000.00	\$ 40,000.00
Riverside Co. District Attorney's Office*	\$ 683,750.00	\$ 232,500.00	\$ 916,250.00
Sacramento Co. District Attorney's Office**	\$ 30,000.00	\$ 10,000.00	\$ 40,000.00
San Bernardino Co. District Attorney's Office [Includes \$100,000 in civil penalties for the Statewide Circuit Prosecutor Position (SWCPP)]	\$ 80,000.00	\$ 52,500.00	\$ 132,500.00
San Diego City Attorney's Office	\$ 30,000.00	\$ -	\$ 30,000.00
San Diego Co. District Attorney's Office	\$ 80,000.00	\$ 52,500.00	\$ 132,500.00
San Francisco Co. District Attorney's Office	\$ 80,000.00	\$ 52,500.00	\$ 132,500.00
San Joaquin Co. District Attorney's Office	\$ -	\$ 916,250.00	\$ 916,250.00
San Luis Obispo Co. District Attorney's Office	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
San Mateo Co. District Attorney's Office	\$ 30,000.00	\$ 10,000.00	\$ 40,000.00
Santa Barbara Co. District Attorney's Office	\$ 15,000.00	\$ 5,000.00	\$ 20,000.00
Santa Clara Co. District Attorney's Office	\$ 132,500.00	\$ -	\$ 132,500.00
Santa Cruz Co. District Attorney's Office	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
Shasta Co. District Attorney's Office	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
Solano Co. District Attorney's Office***	\$ 665,000.00	\$ 251,250.00	\$ 916,250.00
Sonoma Co. District Attorney's Office	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
Stanislaus Co. District Attorney's Office	\$ 22,500.00	\$ 7,500.00	\$ 30,000.00
Sutter Co. District Attorney's Office	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
Tehama Co. District Attorney's Office	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Tulare Co. District Attorney's Office	\$ 215,000.00	\$ 145,000.00	\$ 360,000.00
Ventura Co. District Attorney's Office	\$ 80,000.00	\$ 52,500.00	\$ 132,500.00
Yolo Co. District Attorney's Office - Consumer and Environmental Division	\$ 678,750.00	\$ 237,500.00	\$ 916,250.00
Yuba County District Attorney's Office	\$ 7,500.00	\$ 5,000.00	\$ 12,500.00
<b>Totals - Prosecutor Civil Penalties</b>	<b>\$ 5,650,000.00</b>	<b>\$ 2,750,000.00</b>	<b>\$ 8,400,000.00</b>

\* Health and Safety Code §25515.2: Walgreen shall pay \$232,500.00 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: Walgreen shall pay \$683,750.00 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.

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
<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>			
<p>**** 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."</p>			

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. - Alameda Co. Environmental Health Services	\$ 32,500.00
Alameda Co. - Berkeley Toxics Management Division*	\$ 35,000.00
Alameda Co. - City of San Leandro Environmental Services	\$ 3,000.00
Alameda Co. - Fremont City Fire Department, Haz Mat Unit	\$ 23,500.00
Alameda Co. - Hayward City Fire Dept.	\$ 5,000.00
Alameda Co. - Livermore - Pleasanton Fire Department, Haz Mat Unit**	\$ 1,000.00
Alameda Co. - Oakland Fire Department	\$ 28,500.00
Amador Co. Environmental Health Dept.	\$ 1,000.00
Butte Co. Environmental Health Dept.	\$ 6,000.00
Contra Costa Co. Health Services - Hazardous Materials Program	\$ 40,000.00
Del Norte Co. Environmental Health Dept.	\$ 1,000.00
Dept. of Toxic Substances Control (State of Calif.)	\$ 900,000.00
El Dorado Co. Environmental Management Department	\$ 3,000.00
Fresno Co. Community Health Dept., Environmental Health Division	\$ 100,000.00
Glenn Co. Air Pollution Control District	\$ 1,000.00
Humboldt Co. Division of Environmental Health	\$ 42,000.00
Kern Co. - Environmental Health Services Department	\$ 5,000.00
Kern Co. - Bakersfield City Fire Department	\$ 8,000.00
Kings Co. Environmental Health Services	\$ 2,000.00
Lassen Co. Environmental Health Department	\$ 1,000.00
Los Angeles Co. - Los Angeles Co. Fire Health Hazmat	\$ 223,000.00
Madera Co. Dept. of Environmental Health	\$ 3,000.00
Marin Co. Department of Public Works, Waste Management Division	\$ 4,000.00
Mendocino Co. Environmental Health Division	\$ 1,000.00
Merced Co. Division of Environmental Health	\$ 4,000.00
Monterey Co. Health Dept.	\$ 20,000.00
Napa Co. - CUPA	\$ 2,000.00
Nevada Co. CUPA	\$ 1,000.00
Orange Co. - City of Anaheim Fire Dept.	\$ 6,000.00
Orange Co. - Health Care Agency - Env. Health***	\$ 45,000.00
Placer Co. - Placer Co. Environmental Health Division	\$ 4,000.00
Placer Co. - City of Roseville Fire Department	\$ 1,000.00
Riverside Co. Dept. of Environmental Health	\$ 223,000.00
Sacramento Co. Environmental Management Dept.	\$ 223,000.00
San Bernardino Co. Fire Dept. HAZMAT Div.	\$ 31,000.00
San Diego Co. Dept. of Environmental Health	\$ 223,000.00
San Francisco Co. - CUPA City & County Public Health Department	\$ 35,500.00
San Joaquin Co. - Environmental Health Dept.	\$ 223,000.00
San Luis Obispo Co. Environmental Health Services	\$ 1,000.00
San Mateo Co. - Environmental Health Division	\$ 18,000.00
Santa Barbara Co. Fire Dept.	\$ 4,000.00
Santa Clara Co. - Dept. of Environmental Health, Hazardous Materials Compliance Division	\$ 37,000.00
Santa Clara Co. - Sunnyvale Dept. of Public Safety	\$ 18,000.00
Santa Clara Co. - City of Mountain View Fire Department	\$ 1,000.00
Santa Clara Co. - City of Gilroy Fire Dept.	\$ 1,000.00
Santa Clara Co. - City of Santa Clara Fire Department	\$ 3,000.00
Santa Cruz Co. Environmental Health	\$ 3,000.00
Shasta Co. Environmental Health Division	\$ 3,000.00
Solano Co. Department of Resource Management	\$ 4,000.00
Sonoma Co. Fire & Emergency Services Dept.	\$ 1,000.00
Sonoma Co. - Santa Rosa City Fire Department	\$ 2,000.00
Stanislaus Co. Dept. of Environmental Resources	\$ 11,000.00
Sutter Co. Environmental Health	\$ 3,000.00

EXHIBIT B-2 - CIVIL PENALTIES

Agency	Total Civil Penalties Paid to Agency - Pursuant to Health and Safety Code §25515.2
Tehama Co. Environmental Health Dept.	\$ 1,000.00
Tulare Co. Environmental Health	\$ 52,000.00
Ventura Co. - Oxnard Fire-CUPA	\$ 7,000.00
Ventura Co. - Ventura County Environmental Health Division	\$ 25,000.00
Yolo Co. Environmental Health Department	\$ 42,000.00
Yuba Co. CUPA	\$ 2,000.00
<b>Total - Agency Civil Penalties</b>	<b>\$ 2,750,000.00</b>
* The agency requested that the check be made payable to the City of Berkeley HAZARDOUS MATERIAL SETTLEMENTS.	
** The agency requested that the check be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account".	
*** Forty-five Thousand Dollars (\$45,000.00) 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.** WALGREEN shall provide the amount of Nine Hundred Thousand Dollars (\$900,000.00) 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 Certified Unified Program Agency (CUPA) Forum.\***

a. WALGREEN shall provide the amount of Eight Hundred and Fifty Thousand Dollars (\$850,000.00) to the CUPA Forum Environmental Protection Trust Fund, which is administered and to be used by the CUPA Forum, for purposes consistent with the mission of the CUPA Forum Environmental Protection Trust for the CUPA Forum.

b. WALGREEN 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. **Aquatic Toxicity Testing Project.\*** WALGREEN shall provide Three Hundred and Thirty Thousand Dollars (\$330,000.00) to be used by the Yolo County District Attorney’s Office to fund a Retail Waste Aquatic Toxicity Testing (“RWATT”) Project, using California’s Static Acute Bioassay Procedures for Hazardous Waste Samples. The RWATT Project shall primarily focus on the testing of various retail wastes, including but not limited to, surfactants, sunscreens, lotions and health care products. It is anticipated that between two hundred (200) and four hundred (400) individual products will be tested as part of this RWATT Project. In determining

the products to be tested as part of the RWATT Project, the District Attorney's Offices of Alameda, Riverside, San Joaquin and Solano, along with the City Attorney's Office of Los Angeles, may consult with retail waste generators and hazardous waste regulators, including but not limited to Department of Toxic Substance Control ("DTSC"), CUPAs and the CUPA Forum in determining some of the products to be tested. Results of the RWATT Project will be made available to retail waste generators. Protocols for the gathering of the samples, potential peer review and the methods for sharing testing data with the retail waste generators may be discussed with other DTSC, CUPAs and the CUPA Forum.

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

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

6. **Western States Project.\***

a. WALGREEN shall provide the amount of One Hundred Thousand Dollars (\$100,000.00) to be used by the Western States Project for the purposes of providing training consistent with the objectives of the Western States Project.

b. WALGREEN shall provide One Hundred and Sixty Thousand Dollars (\$160,000.00) to be used to help fully fund Twenty Four (24) scholarships each year for the next two (2) years 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.

**7. California Specialized Training Institute – Environmental Crimes Course in conjunction with the California Hazardous Material Investigators Association (CHMIA).\***

WALGREEN shall provide One Hundred and Fifty Five Thousand Dollars (\$155,000.00) to fund two (2) one week basic investigator courses. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals. Additionally, it is anticipated that this proposed training program element would include the necessary funding in order to assist in the upgrading of the training facilities used by the California Environmental Enforcement Prosecutorial Community at the California Specialized Training Institute.

**8. California Hazardous Materials Investigators Association (CHMIA).\***

WALGREEN shall provide the amount of Eighty Thousand Dollars (\$80,000.00) to be used by the CHMIA to fund partial scholarships for attendance and participation at their annual training conference presented by CHMIA.

\* If the payment provided by WALGREEN 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	\$ 210,000.00
Amador Co. District Attorney's Office	\$ 1,250.00
Butte Co. District Attorney's Office	\$ 1,250.00
Contra Costa Co. District Attorney's Office	\$ 3,000.00
Del Norte Co. District Attorney's Office	\$ 1,250.00
El Dorado Co. District Attorney's Office	\$ 1,250.00
Fresno Co. District Attorney's Office	\$ 143,500.00
Glenn Co. District Attorney's Office	\$ 1,250.00
Humboldt Co. District Attorney's Office	\$ 1,250.00
Kern Co. District Attorney's Office	\$ 2,500.00
Kings Co. District Attorney's Office	\$ 1,250.00
Lassen Co. District Attorney's Office	\$ 1,250.00
Los Angeles City Attorney's Office	\$ 50,000.00
Los Angeles Co. District Attorney's Office	\$ 15,000.00
Madera Co. District Attorney's Office	\$ 1,250.00
Marin Co. District Attorney's Office	\$ 2,500.00
Mendocino Co. District Attorney's Office	\$ 1,250.00
Merced Co. District Attorney's Office	\$ 1,250.00
Monterey Co. District Attorney's Office	\$ 207,750.00
Napa Co. District Attorney's Office	\$ 1,250.00
Nevada Co. District Attorney's Office	\$ 1,250.00
Orange Co. District Attorney's Office	\$ 2,750.00
Placer Co. District Attorney's Office	\$ 17,000.00
Riverside Co. District Attorney's Office*	\$ 124,750.00
Sacramento Co. District Attorney's Office**	\$ 5,750.00
San Bernardino Co. District Attorney's Office [Includes \$65,875.00 partial cost recovery for the Statewide Circuit Prosecutor Position (SWCPP)]	\$ 69,625.00
San Diego City Attorney's Office	\$ 6,625.00
San Diego Co. District Attorney's Office	\$ 187,625.00
San Francisco Co. District Attorney's Office	\$ 19,375.00
San Joaquin Co. District Attorney's Office	\$ 372,875.00
San Luis Obispo Co. District Attorney's Office	\$ 1,250.00
San Mateo Co. District Attorney's Office	\$ 4,000.00
Santa Barbara Co. District Attorney's Office	\$ 1,250.00
Santa Clara Co. District Attorney's Office	\$ 31,250.00
Santa Cruz Co. District Attorney's Office	\$ 1,250.00
Shasta Co. District Attorney's Office	\$ 1,250.00
Solano Co. District Attorney's Office	\$ 240,750.00
Sonoma Co. District Attorney's Office	\$ 1,250.00
Stanislaus Co. District Attorney's Office	\$ 1,250.00
Sutter Co. District Attorney's Office	\$ 1,250.00
Tehama Co. District Attorney's Office	\$ 1,250.00
Tulare Co. District Attorney's Office	\$ 42,250.00
Ventura Co. District Attorney's Office	\$ 17,500.00
Yolo Co. District Attorney's Office - Consumer and Environmental Division	\$ 189,125.00
Yuba County	\$ 1,250.00
<b>Total - Prosecutor Costs</b>	<b>\$ 1,993,000.00</b>
<p>* Walgreen shall pay \$124,750.00 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.</p>	

EXHIBIT D-1 - COSTS

Agency	Total Costs to Agency
<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>	

EXHIBIT D-2

EXHIBIT D-2 - COSTS

Agency	Total Costs to Agency
Alameda Co. - Alameda Co. Environmental Health Services	\$ 1,250.00
Alameda Co. - Berkeley Toxics Management Division*	\$ 3,750.00
Alameda Co. - City of San Leandro Environmental Services	\$ 1,250.00
Alameda Co. - Fremont City Fire Department, Haz Mat Unit	\$ 1,250.00
Alameda Co. - Hayward City Fire Dept.	\$ 1,250.00
Alameda Co. - Livermore - Pleasanton Fire Department, Haz Mat Unit**	\$ 1,250.00
Alameda Co. - Oakland Fire Department	\$ 1,250.00
Butte Co. Environmental Health Dept.	\$ 1,500.00
Contra Costa Co. Health Services - Hazardous Materials Program	\$ 2,250.00
Dept. of Toxic Substances Control (State of Calif.)	\$ 91,625.00
Fresno Co. Community Health Dept., Environmental Health Division	\$ 12,625.00
Glenn Co. Air Pollution Control District	\$ 1,125.00
Humboldt Co. Division of Environmental Health	\$ 5,875.00
Los Angeles Co. - Los Angeles Co. Fire Health Hazmat	\$ 20,000.00
Madera Co. Dept. of Environmental Health	\$ 875.00
Merced Co. Division of Environmental Health	\$ 625.00
Monterey Co. Environmental Health Dept.	\$ 2,750.00
Orange Co. - City of Anaheim Fire Dept.	\$ 125.00
Orange Co. - Health Care Agency - Env. Health***	\$ 750.00
Placer Co. - Placer Co. Environmental Health Division	\$ 375.00
Riverside Co. Dept. of Environmental Health	\$ 3,750.00
Sacramento Co. Environmental Management Dept.	\$ 5,000.00
San Diego Co. Dept. of Environmental Health	\$ 31,125.00
San Francisco Co. - CUPA City & County Public Health Department	\$ 2,500.00
San Joaquin Co. - Environmental Health Dept.	\$ 39,250.00
San Mateo Co. - Environmental Health Division	\$ 2,125.00
Santa Clara Co. Dept. of Environmental Health Division	\$ 125.00
Santa Clara Co. - Sunnyvale Dept. of Public Safety	\$ 1,125.00
Santa Clara Co. - City of Mountain View Fire Department	\$ 500.00
Santa Clara Co. - City of Gilroy Fire Dept.	\$ 125.00
Santa Clara Co. - City of Santa Clara Fire Department	\$ 125.00
Solano Co. Department of Resource Management	\$ 125.00
Stanislaus Co. Dept. of Environmental Resources	\$ 3,875.00
Sutter Co. Environmental Health	\$ 250.00
Tulare Co. Environmental Health	\$ 6,250.00
Ventura Co. - Oxnard Fire-CUPA	\$ 1,500.00
Ventura Co. - Ventura County Environmental Health Division	\$ 4,500.00
Yolo Co. Environmental Health Department	\$ 2,000.00
Yuba Co. CUPA	\$ 1,000.00
<b>Total - Agency Costs</b>	<b>\$ 257,000.00</b>
* The agency requested that the check be made payable to the City of Berkeley HAZARDOUS MATERIAL SETTLEMENTS.	
** The agency requested that the check be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account"	
*** Seven Hundred Fifty Dollars (\$750.00) 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.	