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Filed AUG 15 2014
ROSA JUNQUEIRO, CLERK
AUG 20 AM 10:31
By: THERESA CARLETON
DEPUTY
DISTRICT ATTORNEY
OFFICE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

**RALEY'S,
a California Corporation,**

Defendant.

Case No. 39-2014-00314607-CU-TT-STK

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION

Action Filed: August 8, 2014
Judge: Honorable Bob McNatt
Department: 42

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 Raley’s, a California Corporation (“Defendant”) that does and did business in its own
4 capacity and/or through agents, affiliates, and subsidiaries by their respective attorneys. The
5 People and Defendant shall be referred to collectively as “Parties.” The Parties have stipulated
6 and consented to the entry of this Final Judgment prior to trial. The Parties have agreed to settle
7 the above captioned matter without further litigation, as set forth below;

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

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

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

13 **1. JURISDICTION**

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

17 **2. SETTLEMENT OF DISPUTED CLAIMS**

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

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

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 25500-25519; the Medical Waste Management
5 Act, Health and Safety Code Sections 117600-118360; 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 Raley’s facility in the State of California including, but
9 not limited to, retail stores (including those stores with pharmacies), distribution centers, and
10 trucking operations owned or operated by Defendant and used to transport products and materials
11 to and from such facilities located in the State of California and select locations in Nevada that
12 are responsible for the shipment of goods into and out of the State of California and that are
13 owned, operated, licensed or leased or subleased by Defendant or any predecessor in interest as
14 identified in **Exhibit A**, attached. Exhibit A shall not be to the exclusion of any locations that
15 may have been inadvertently omitted, where the Parties agree in writing that an omitted location
16 should be included. As to any locations that have been omitted, Defendant shall provide the
17 following to the People within thirty (30) days after the omission comes to the attention of
18 Defendant: (a) written notice of such additional locations; and (b) to the best of Defendant’s
19 knowledge and belief, copies of any notices of violation and/or governmental inspection reports
20 applicable to such locations that have been received by that location since July 1, 2009, to the
21 date of entry of this Final Judgment. If after the People have had sufficient time within which to
22 review the alleged reason for the omission and after Defendant has established to the satisfaction
23 of the People that the omission was inadvertent, the Parties shall agree in writing that the
24 additional location(s) be included in the Final Judgment.

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

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

3 **4. INJUNCTIVE RELIEF**

4 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8,
5 118325, and Business and Professions Code section 17203, and subject to Paragraph 23 below,
6 Defendant shall comply with the Hazardous Waste Control Law, Health and Safety Code
7 Sections 25100-25258.2; Health and Safety Code Sections 25500-25519; the Medical Waste
8 Management Act, Health and Safety Code Sections 117600-118360; the Confidentiality of
9 Medical Information Act, Civil Code Sections 56-56.37; and the applicable regulations
10 promulgated under these chapters, to the extent that these provisions apply to Raley’s business
11 operations at its California Facilities. Failure to comply with this injunction or any of the specific
12 additional injunctive provisions that follow, may subject Defendant to sanctions, including, but
13 not limited to, contempt and/or additional penalties. Paragraph 15, below, applies to any
14 application or motion for failure to comply with the injunctive provisions of this Final Judgment.

15 **4.1 Specific Injunctive Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 4.1.m. Defendant shall comply with all employee training obligations required by
24 California Code of Regulations, Title 22, section 66265.16, pertaining to the handling of
25 hazardous waste, including, but not limited to, retention of training records for the requisite time
26 period for current and former employees. In addition, Defendant shall establish and maintain an
27 employee training program designed to enhance employee awareness of any regulatory or
28 statutory changes in environmental compliance requirements, including, but not limited to,

1 changes in Chapters 6.5 and 6.95 of Division 20 of the Health & Safety Code, and of any
2 corresponding changes in Defendant's environmental compliance program(s).

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

6 4.1.o. Defendant shall, at each California Facility, continuously implement, maintain, and
7 submit to the respective Unified Program Agency (as defined in Health and Safety Code sections
8 25501 and 25502), a complete hazardous materials business plan if required by Health and Safety
9 Code sections 25505 and 25508 and California Code of Regulations, Title 19, section 2729, as
10 applicable. Each hazardous materials business plan shall include procedures for emergency
11 response to a release or threatened release of hazardous materials, as required by Health and
12 Safety Code section 25507. Such plan shall also include an employee training program that
13 meets the requirements of Health and Safety Code section 25505, subdivision (a), and California
14 Code of Regulations, Title 19, section 2732.

15 4.1.p. Defendant shall immediately report any release or threatened release of a reportable
16 quantity of any hazardous material from any California Facility into the environment, as required
17 by Health and Safety Code sections 25501 and 25510.

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

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

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

28

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

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

6 4.1.v. Defendant shall take all reasonable steps to destroy, or arrange for the destruction of,
7 customers' records within its custody or control which contain confidential medical information
8 that is no longer to be retained by the business in a manner that preserves the confidentiality of
9 the information contained therein, as required by California Civil Code Section 56.101.

10 4.1.w. Defendant shall not knowingly cause to be deposited, without the permission of the
11 owner, any hazardous substance upon the land of another, in violation of Penal Code section
12 374.8, subdivision (b).

13 **4.2 Reverse Distribution of Pharmaceuticals**

14 4.2.a. By November 1, 2014, Defendant shall initiate work with appropriate stakeholders
15 from business, including through retail trade associations, and directly or indirectly those from
16 government, including the U.S. Environmental Protection Agency, the U.S. Food and Drug
17 Administration, DTSC and California Department of Public Health, and thereafter either directly
18 or through trade associations or informal coalitions of interested parties, undertake to promote
19 federal regulatory reform regarding the proper management of non-dispensable pharmaceuticals,
20 including over-the-counter medications, through reverse distribution. Such work shall include
21 coordination and communication with national retail trade associations. Progress on such work
22 shall be included in the status reports required by Paragraph 22 below.

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

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

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

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

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

11 In consideration of Defendant's efforts to implement a company-wide retail
12 hazardous/unsalable product waste program and the creation of new, enhanced compliance
13 programs, as set forth in paragraph 5.3, Defendant shall, in accordance with this Final Judgment,
14 pay Civil Penalties, fund the Supplemental Environmental and Special Projects provided for in
15 this Final Judgment, and pay costs, in the total amount of **ONE MILLION, FIVE HUNDRED**
16 **NINETY-NINE THOUSAND DOLLARS (\$1,599,000.00)**. Said payments may be made by
17 business or cashier's check and shall be made as set forth in paragraphs 5.1, 5.2, and 5.4 below.
18 Within twenty-one (21) business days of the entry of this Final Judgment, Defendant shall deliver
19 all required payments to the District Attorney's Office for the County of San Joaquin, Attention:
20 David J. Irely, Special Deputy District Attorney, for distribution pursuant to the terms of this Final
21 Judgment.

22 **5.1 Civil Penalties**

23 Defendant shall pay **ONE MILLION, ONE HUNDRED FORTY THOUSAND**
24 **DOLLARS (\$1,140,000.00)** as civil penalties pursuant to Health and Safety Code sections 25189
25 and 25515, and Business and Professions Code section 17206, to the prosecuting
26 agencies/regulatory agencies identified in, and in accordance with the terms of, **Exhibits B-1 and**
27 **B-2**, attached.
28

1 **5.2a Supplemental Environmental Projects**

2 Defendant shall pay ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for
3 supplemental environmental projects identified in, and in accordance with the terms of, **Exhibit**
4 **C**, attached.

5 **5.2b Special Joint Emergency Water Purification Project**

6 In an effort to benefit the residents of the State of California and to provide safe drinking
7 water to local communities in times of emergency or other pressing need, Defendant has agreed
8 to purchase five (5) trailer-mounted LS3-20 GPM Mobile Platform Freshwater Purification
9 Systems (“the Systems”), in the total amount of no less than TWO HUNDRED FORTY-TWO
10 THOUSAND DOLLARS (\$242,000.00). Information about the Systems is further described on
11 **Exhibit D**, attached.

12 Defendant shall pay the supplier directly for the manufacture and delivery of the Systems.
13 The Systems will be provided to the following counties: Placer, El Dorado, Sonoma, Sacramento
14 and Contra Costa (“Counties”). The Counties have entered into a joint agreement as part of this
15 Stipulated Judgment to accept these Systems and to make the Systems available for use by other
16 counties within the State of California through the CAL-OES State-wide Mutual Aid Agreement.

17 **5.3 Enhanced Environmental Compliance Efforts**

18 Defendant also intends to commit sufficient resources to do the following: Implement,
19 through the 3E Company, a Raley's-funded technology in its stores designed to improve
20 hazardous waste identification, classification, and disposal, which will dramatically reduce the
21 chance for human error involving waste classification; use an outside vendor to implement audits
22 to ensure proper training, handling, storage, and documentation as it relates to potential or actual
23 hazardous waste; implement internal Operation Compliance Audits for identification and
24 handling of hazardous/unsaleable product waste; implement and refine a mark-down and
25 inventory control program designed to further reduce human error involving waste classification;
26 and implement an enhanced medicine container disposal program. Defendant will also train and
27 designate a full-time employee to hold the responsibilities of a California Environmental
28

1 Compliance Manager (CECM).¹ This CECM shall be responsible for environmental, health,
2 regulatory and safety compliance assurance for the State of California, and shall be familiar with
3 all terms contained in this Judgment. Defendant shall continuously staff the CECM position for a
4 minimum of 5 years. It is recognized that any such designated California compliance employees
5 may also have other responsibilities, including without limitation, environmental, health,
6 regulatory and safety matters not related to hazardous waste

7 **5.4 Reimbursement of Partial Costs of Investigation and Enforcement**

8 Defendant shall pay **ONE HUNDRED SEVENTEEN THOUSAND DOLLARS**
9 **(\$117,000.00)** for reimbursement of attorney's fees, costs of investigation, and other costs of
10 enforcement, to the entities identified in, and in accordance with the terms of, **Exhibits E-1 and**
11 **E-2**, attached.

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

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

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

20 7.1 This Final Judgment is a final and binding resolution and settlement of all claims,
21 violations or causes of action expressly alleged by the People in the Complaint, or claims that
22 could have been asserted within the scope of the allegations set forth in the Complaint ("Covered
23 Matters"), against Defendant and its subsidiaries and affiliates, and each of their subsidiaries,
24 affiliates, California Facilities, successors, heirs, assigns, and each of their respective officers,
25 directors, shareholders, partners, employees, agents, representatives, members, managing
26 members, managers, property owners, and facility operators ("Entities Covered by Final

27 _____
28 ¹ Position title may vary; however qualifications, background experience and
responsibilities will remain the same.

1 Judgment”). The People further covenant not to sue the Entities Covered by Final Judgment for
2 any Covered Matter. Any claim, violation, or cause of action that is not a Covered Matter is a
3 “Reserved Claim.” Reserved Claims include, without limitation, any violation that occurs after
4 the Court's entry of this Final Judgment. The People reserve the right to pursue any Reserved
5 Claim, and Defendant reserves its defenses against any Reserved Claim.

6 7.2 Any claims or causes of action by the People against Defendant for performance of
7 cleanup, corrective action, or response action for any actual past or future release, spill, or
8 disposal of hazardous waste or hazardous substances, universal waste, sharps waste,
9 pharmaceutical waste, or photo waste with silver, or any other material, substance, or waste, that
10 is caused or contributed to by Defendant at or from its California Facilities, and any claims or
11 causes of action for performance of cleanup, corrective action, or response action relating to
12 Defendant’s disposal of the same that are discovered by the People after execution of this
13 Agreement are Reserved Claims. For purposes of this Final Judgment, the term “release”
14 includes, but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying,
15 discharging, injecting, escaping, leaching, dumping, or disposing into the environment.

16 7.3 In any subsequent action that may be brought by the People based on any Reserved
17 Claim, Defendant agrees that it will not assert that failing to pursue the Reserved Claim(s) as part
18 of this action constitutes claim-splitting. This Paragraph does not affect any statute of limitations,
19 if any, which may be applicable to any Reserved Claim(s) otherwise excluded from this Final
20 Judgment and does not prohibit Defendant from asserting any statute of limitations or other legal
21 or equitable defenses that may be applicable to any Reserved Claim(s).

22 7.4 In the event litigation is filed by an entity or person that is not a party to this action
23 against Defendant or any affiliates arising out of or related to a Covered Matter, Defendant may,
24 within thirty (30) days following service of such litigation, notify the People of such litigation.
25 Upon such timely notice, the People will undertake a good faith effort to determine whether the
26 subsequent litigation is barred by the terms of this Final Judgment and the principle of *res*
27 *judicata*. If the People determine that the subsequent litigation is barred by the terms of this Final
28 Judgment and the principle of *res judicata*, the People may appear in person or in writing in such

1 subsequent litigation to explain the People’s view of the effect of this Final Judgment on such
2 litigation and the People will not oppose Defendant in arguing that the subsequent litigation is
3 barred by the principle of *res judicata*. No language in this paragraph will preclude Defendant
4 from asserting in any subsequent litigation any and all applicable legal and equitable defenses
5 regarding compliance with any provision in this Final Judgment or the laws or regulations cited in
6 this Final Judgment or cited in the Complaint, including, but not limited to, *res judicata*.

7 7.5 The provisions of paragraph 7.1 are effective on the date of entry of the Final
8 Judgment. The continuing effect of paragraph 7.1 is expressly conditioned on Defendant’s full
9 payment of the amounts due under this Final Judgment.

10 7.6 Paragraph 7.1 does not limit the ability of the People to enforce the terms of this Final
11 Judgment.

12 7.7 Defendant covenants not to pursue any civil or administrative claims against the People
13 or against any agency of the State of California, any county or city in the State of California or
14 any CUPA, Participating Agency or local agency (collectively "Agencies"), or against any of
15 their officers, employees, representatives, agents or attorneys, arising out of or related to any
16 Covered Matter; provided, however, that if any Agencies initiate claims against Defendant,
17 Defendant reserves any and all rights, claims, demands and defenses against such Agencies.

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

26 ///

27 ///

28 ///

1 **8. NOTICE**

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

3 For the People:

4 David J. Irey
5 Assistant Chief Deputy District Attorney
6 Office of the District Attorney of Yolo County
7 301 Second Street
8 Woodland, CA 95695
9 David.Irey@yolocounty.org

10 For Defendant Raley's:

11 Helen Singmaster
12 General Counsel
13 Raley's
14 500 West Capitol Avenue
15 West Sacramento, CA 95605
16 hsingmas@raleys.com

17 With a copy to:

18 Todd M. Noonan
19 Attorney for RALEY'S
20 DLA Piper LLP
21 400 Capitol Mall, Suite 2400
22 Sacramento, CA 95814-4428
23 todd.noonan@dlapiper.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
29 electronic mail is sent if sent before 5 p.m. to the electronic mail addresses of the designated
30 recipients for notice concurrent with sending the notice by overnight mail.

31 **9. EFFECT OF FINAL JUDGMENT**

32 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is
33 intended nor shall it be construed to preclude the People, or any state, county, or local agency,

1 department, board or entity, or any CUPA, from exercising its authority under any law, statute or
2 regulation. Except as expressly provided in this Final Judgment, Defendant retains all of its
3 defenses to the exercise of the aforementioned authority.

4 **10. LIABILITY OF THE PEOPLE**

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

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

12 The failure of the People to enforce any provision of this Final Judgment shall neither be
13 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The
14 failure of the People to enforce any such provision shall not preclude them from later enforcing
15 the same or any other provision of this Final Judgment, subject to Paragraph 23. Except as
16 expressly provided in this Final Judgment, Defendant retains all defenses allowed by law to any
17 such later enforcement. No oral advice, guidance, suggestions or comments by employees or
18 officials of any Party regarding matters covered in this Final Judgment shall be construed to
19 relieve any Party of its obligations under this Final Judgment.

20 **12. FUTURE REGULATORY CHANGES**

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

26 **13. APPLICATION OF FINAL JUDGMENT**

27 This Final Judgment shall apply to and be binding upon the People and upon Defendant and
28 its officers, directors, managers, employees, agents, successors and assigns. Nothing in this Final

1 Judgment shall create personal liability for Defendant's officers, directors, shareholders, partners,
2 employees, agents, representatives, members, managing members, managers, property owners or
3 facility operators in their individual capacity.

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

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

8 **15. CONTINUING JURISDICTION**

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

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

18 On reasonable notice in writing, Defendant shall produce to any duly authorized
19 representative of the People records and documents that are reasonably necessary to determine
20 compliance with the terms of this Final Judgment and that are responsive to a reasonably specific
21 document request. Nothing in this paragraph is intended to require Defendant to produce any
22 documents that are protected from production or disclosure by the attorney-client privilege,
23 attorney work product doctrine, any other applicable privilege, defense, exemption, or immunity
24 afforded to Defendant under applicable law, nor does it waive any of the objections or defenses to
25 which Defendant would be entitled in responding to requests for documents made by subpoena or
26 other formal legal process or discovery. This obligation shall not require Defendant to alter its
27 normal document-retention policies (including, but not limited to, policies regarding backup tapes
28 for electronic documents); provided, however, that Defendant's policies must comply with Health

1 and Safety Code Chapters 6.5 and 6.95; Health and Safety Code sections 117600, *et seq.*; Civil
2 Code sections 56, *et seq.* and their implementing regulations as applicable, to the extent those
3 provisions apply to Defendant's California Facilities. The Parties agree that Defendant may not
4 be deemed in violation of this paragraph for failure to maintain such records unless Defendant
5 fails to exercise reasonable diligence in administering this record retention requirement. Nothing
6 in this paragraph is intended to limit the authority of any governmental agency to inspect
7 Defendant or its records and documents under applicable law.

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

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

11 **18. INTERPRETATION**

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

15 **19. COUNTERPART SIGNATURES**

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

19 **20. 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 **21. 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 **22. 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, including but not limited to a detailed information and evidence of
4 expenditures for the enhanced environmental compliance efforts made by Defendant as required
5 under Paragraph 5.3 of this Final Judgment; (2) disclose and provide copies of any notices of
6 violation that Defendant has received pertaining to environmental matters at its California
7 Facilities, and disclose any corrective measures taken as a result; and (3) set forth any penalties
8 Defendant has paid to any governmental agency for alleged noncompliance with any of the
9 aforementioned environmental statutes or regulations arising from its California Facilities. Each
10 status report shall be signed by an officer or corporate level manager of Defendant authorized by
11 Defendant to sign under penalty of perjury that to the best of his or her knowledge based on
12 information and belief and after reasonable investigation the information contained therein is true
13 and correct.

14 **23. TERMINATION OF FINAL JUDGMENT**

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

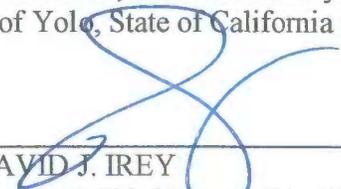
1 consideration of the Parties' pleadings and arguments, if any) determines that the expiration of the
2 provision at issue would not be in the interest of justice, because Defendant has not substantially
3 complied in material respects with the provision of paragraph 4.1 of the Final Judgment. The
4 termination of the injunctive provisions of the Final Judgment shall have no effect on Defendant's
5 obligation to comply with the requirements imposed by statute, regulation, ordinance, or law.

6 **IT IS SO STIPULATED.**

7
8 **FOR THE PEOPLE:**

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

10
11 DATED: 8/14/14

By: 

12 DAVID J. IREY

Assistant Chief Deputy District Attorney

13
14 JAMES P. WILLETT, District Attorney
County of San Joaquin, State of California

15
16 DATED: 8/11/14

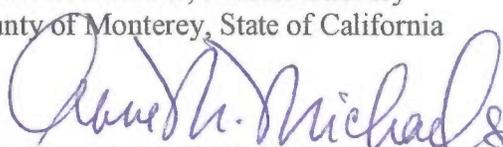
By: 

17 CELESTE KAISCH

Deputy District Attorney

18
19
20 DEAN D. FLIPPO, District Attorney
County of Monterey, State of California

21
22 DATED: August 5, 2014

By: 

23 ANNE M. MICHAELS

Assistant District Attorney

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

DATED: 8-1-17

By: 
KENNETH A. MIFSUD
Senior Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
STACEY GRASSINI
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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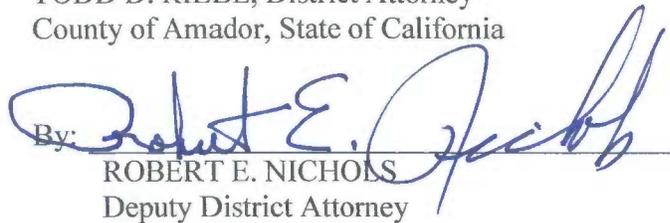
NANCY E. O'MALLEY, District Attorney
County of Alameda, State of California

DATED: _____

By: _____
KENNETH A. MIFSUD
Senior Deputy District Attorney

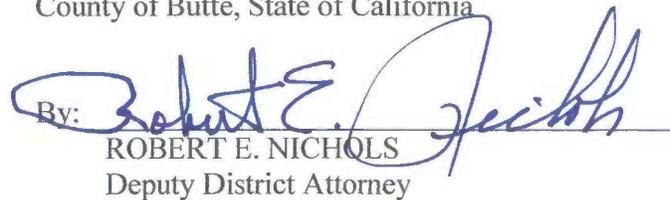
TODD D. RIEBE, District Attorney
County of Amador, State of California

DATED: 7/31/14

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 7/31/14

By: 
ROBERT E. NICHOLS
Deputy District Attorney

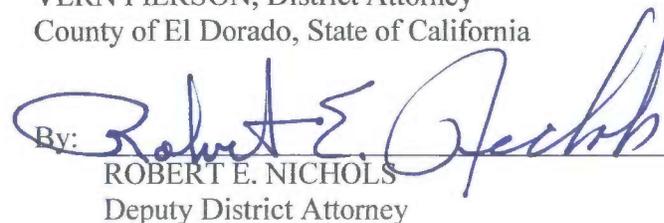
MARK A. PETERSON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY GRASSINI
Deputy District Attorney

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

DATED: 7/31/14

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
KENNETH A. MIFSUD
Senior Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 7/31/14

By: 
STACEY GRASSINI
Deputy District Attorney

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

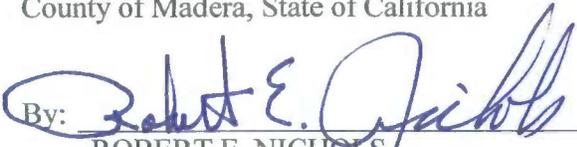
DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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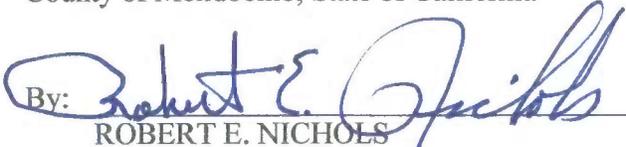
MICHAEL R. KEITZ, District Attorney
County of Madera, State of California

DATED: 7/31/14

By: 
ROBERT E. NICHOLS
Deputy District Attorney

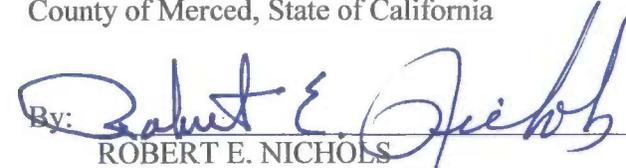
C. DAVID EYSTER, District Attorney
County of Mendocino, State of California

DATED: 7/31/14

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 7/31/14

By: 
ROBERT E. 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: _____

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: August 4, 2014

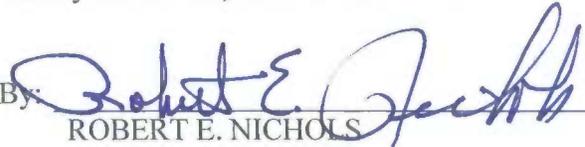
By: 

CATHERINE C. BORSETTO
Deputy District Attorney

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

DATED: 7/31/14

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

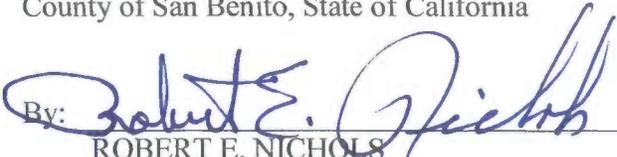
JAN SCULLY, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Deputy District Attorney

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

DATED: 7/31/14

By: 
ROBERT E. NICHOLS
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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CLIFFORD NEWELL, District Attorney
County of Nevada, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 8/4/14 _____

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

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

DATED: _____

By: _____
ROBERT E. NICHOLS
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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CLIFFORD NEWELL, District Attorney
County of Nevada, State of California

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

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

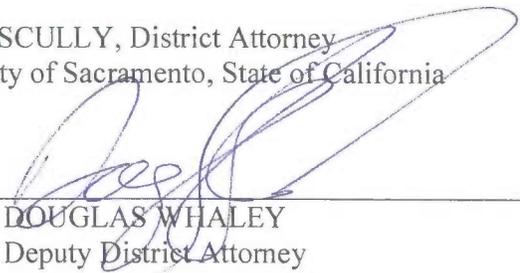
DATED: _____

By: _____

JANE CRUE
Deputy District Attorney

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

DATED: 8/11/14

By: 

DOUGLAS WHALEY
Deputy District Attorney

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

DATED: _____

By: _____

ROBERT E. NICHOLS
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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CLIFFORD NEWELL, District Attorney
County of Nevada, State of California

DATED: _____

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ROBERT E. NICHOLS
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County of Placer, State of California

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Deputy District Attorney

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County of Sacramento, State of California

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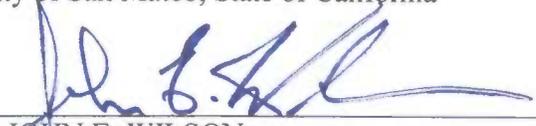
CANDICE HOOPER-MANCINO, District
Attorney
County of San Benito, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 8-8-14

By: 
JOHN E. WILSON
Deputy District Attorney In Charge

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

DATED: 8/4/14

By: *Yen B. Dang*
YEN B. DANG
Supervising 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: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
DIANE M. TAIRA
Deputy District Attorney

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

DATED: _____

By: _____

YEN B. DANG
Supervising Deputy District Attorney

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

DATED: 8.4.14

By: 

WILLIAM ATKINSON
Supervising Assistant District Attorney

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

DATED: _____

By: _____

ANAND B. JESRANI
Deputy District Attorney

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

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____

DIANE M. TAIRA
Deputy District Attorney

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

DATED: _____

By: _____
YEN B. DANG
Supervising Deputy District Attorney

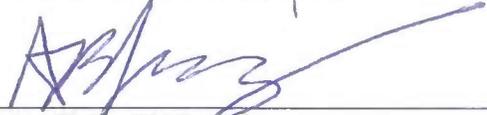
BOB LEE, District Attorney
County of Santa Cruz, State of California

DATED: _____

By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney

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

DATED: 08/01/2014

By: 
ANAND B. JESRANI
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
DIANE M. TAIRA
Deputy District Attorney

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

DATED: _____

By: _____

YEN B. DANG
Supervising 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

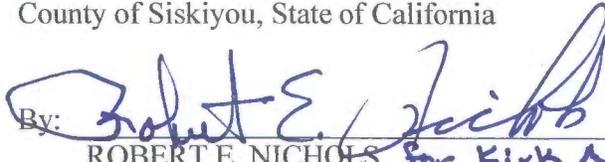
DATED: _____

By: _____

ANAND B. JESRANI
Deputy District Attorney

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

DATED: 7/31/14

By: 

ROBERT E. NICHOLS *for Kirk Andrus*
~~Deputy~~ District Attorney

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

DATED: _____

By: _____

DIANE M. TAIRA
Deputy District Attorney

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

DATED: _____

By: _____
YEN B. DANG
Supervising 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: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 8/8/14

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

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

DATED: August 7, 2014 By: 
ANN GALLAGHER WHITE
Deputy District Attorney

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

DATED: _____ By: _____
RICHARD B. MURY, III
Deputy District Attorney

JANA McCLUNG, Acting District Attorney
County of Sutter, State of California

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

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

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

FOR DEFENDANT:

DATED: _____ By: _____
MICHAEL J. TEEL
President
RALEY'S

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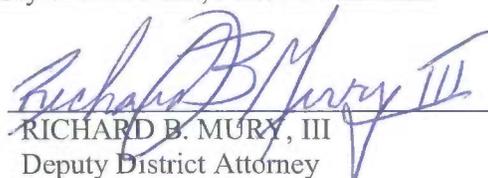
JILL R. RAVITCH, District Attorney
County of Sonoma, State of California

DATED: _____

By: _____
ANN GALLAGHER WHITE
Deputy District Attorney

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

DATED: 8-4-2014

By: 
RICHARD B. MURY, III
Deputy District Attorney

JANA McCLUNG, Acting District Attorney
County of Sutter, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

FOR DEFENDANT:

DATED: _____

By: _____
MICHAEL J. TEEL
President
RALEY'S

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

DATED: _____

By: _____

ANN GALLAGHER WHITE
Deputy District Attorney

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

DATED: _____

By: _____

RICHARD B. MURY, III
Deputy District Attorney

JANA McCLUNG, Acting District Attorney
County of Sutter, State of California

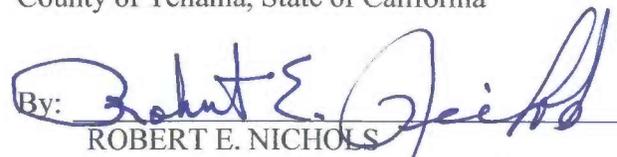
DATED: 7/31/14

By: 

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 7/31/14

By: 

ROBERT E. NICHOLS
Deputy District Attorney

FOR DEFENDANT:

DATED: _____

By: _____

MICHAEL J. TEEL
President
RALEY'S

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

DATED: _____

By: _____
ANN GALLAGHER WHITE
Deputy District Attorney

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

DATED: _____

By: _____
RICHARD B. MURY, III
Deputy District Attorney

JANA McCLUNG, Acting District Attorney
County of Sutter, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

FOR DEFENDANT:

DATED: 8-6-14
fo

By: 
MICHAEL J. TEEL
President
RALEY'S

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REVIEWED AS TO FORM AND
CONTENT:

DATED: August 8 2014 By: 
TODD M. NOONAN
DLA Piper LLP
Attorney for RALEY'S

IT IS SO ORDERED.

DATED: AUG 15 2014 By: B. W. MC NATT
HONORABLE BOB W. McNATT
Judge of the Superior Court

EXHIBIT A

Exhibit A - California and Nevada Raley's Facilities

Address	City	County	Zip	Property Type
2531 Blanding Ave.	Alameda	Alameda	94501	Market
39200 Paseo Padre Parkway	Fremont	Alameda	94538	Market
26905 Mission Blvd.	Hayward	Alameda	94544	Market
919 E Stanley Blvd.	Livermore	Alameda	94550	Market
6397 Jarvis Ave.	Newark	Alameda	94560	Market
5420 Sunol Blvd.	Pleasanton	Alameda	94566	Market
3112 Santa Rita Road	Pleasanton	Alameda	94566	n/a
781 South Highway 49	Jackson	Amador	95642	Market
211 West East Ave.	Chico	Butte	95926	Market
2485 Notre Dame Blvd.	Chico	Butte	95928	Market
2325 Meyers St.	Oroville	Butte	95965	Market
3632 Lone Tree Way	Antioch	Contra Costa	94509	Market
2400 Sandcreek Rd.	Brentwood	Contra Costa	94513	Market
520 Center Ave.	Martinez	Contra Costa	94553	Market
2077 Main St.	Oakley	Contra Costa	94561	Market
1375 Buchanan Rd.	Pittsburg	Contra Costa	94565 (NOW #708 below)	n/a
1375 Buchanan Rd.	Pittsburg	Contra Costa	94565 (FKA #335 above)	Market
3360 San Pablo Dam Rd.	San Pablo	Contra Costa	94806	Market
130 Market Place	San Ramon	Contra Costa	94583	Market
2270 Oak Grove Road	Walnut Creek	Contra Costa	94598	Market
3510 Palmer Drive	Cameron Park	El Dorado	95682	Market
3935 Park Dr.	El Dorado Hills	El Dorado	95762	Market
166 Placerville Dr.	Placerville	El Dorado	95667	Market
4010 Lake Tahoe Blvd.	South Lake Tahoe	El Dorado	96150	Market
1040 Emerald Bay Rd.	South Lake Tahoe	El Dorado	96150	Market
40041 Hwy. 49	Oakhurst	Madera	93644	Market
1315 N. State St.	Ukiah	Mendocino	95482	Market
3550 N. G St.	Merced	Merced	95348	Market
900 Lighthouse Ave.	Monterey	Monterey	93940	Market
1320 S Main Street	Salinas	Monterey	93901	Market
217 Soscol Avenue	Napa	Napa	94559	Market
611 Trancas Street	Napa	Napa	94558	Market
692 Freeman Lane	Grass Valley	Nevada	95949	Market
13384 Lincoln Way	Auburn	Placer	95603	Market
2222 Grass Valley Hwy	Auburn	Placer	95603	Market
6845 Douglas Blvd.	Granite Bay	Placer	95746	Market
765 South Hwy 65	Lincoln	Placer	95648	Market
6119 Horseshoe Bar Rd.	Loomis	Placer	95650	Market
2341 Sunset Blvd.	Rocklin	Placer	95765	Market
1915 Douglas Blvd.	Roseville	Placer	95661	Market
4051 Woodcreek Oaks Blvd.	Roseville	Placer	95747	Market
1039 Sunrise Ave	Roseville	Placer	95661	Market
4008 Foothills Blvd.	Roseville	Placer	95747	Market
7901 Walerga Road	Antelope	Sacramento	95843	Market
4005 Manzanita Ave.	Carmichael	Sacramento	95608	Market
5159 Fair Oaks Blvd.	Carmichael	Sacramento	95608	Market
7847 Lichen Drive	Citrus Heights	Sacramento	95621	Market
4900 Elk Grove Blvd	Elk Grove	Sacramento	95757	Market
8787 Elk Grove Blvd	Elk Grove	Sacramento	95624	n/a
5100 Laguna Blvd.	Elk Grove	Sacramento	95758	Market

Exhibit A - California and Nevada Raley's Facilities

Address	City	County	Zip	Property Type
8425 Elk Grove-Florin Road	Elk Grove	Sacramento	95624	Market
9435 Elk Grove Blvd.	Elk Grove	Sacramento	95624	Market
9149 E. Stockton Blvd.	Elk Grove	Sacramento	95624 (NOW #706 below)	n/a
9149 E. Stockton Blvd	Elk Grove	Sacramento	95624 (FKA #444 above)	n/a
4840 San Juan Ave.	Fair Oaks	Sacramento	95628	Market
8870 Madison Ave.	Fair Oaks	Sacramento	95628	Market
715 East Bidwell St.	Folsom	Sacramento	95630	Market
25025 Blue Ravine Rd	Folsom	Sacramento	95630	Market
2760 E Bidwell	Folsom	Sacramento	95630	Market
10430 Twin Cities Rd.	Galt	Sacramento	95632	Market
2155 Gold Centre Lane	Gold River	Sacramento	95670	Market
7477 Watt Ave.	North Highlands	Sacramento	95660 (NOW #707 below)	n/a
7477 Watt Ave.	North Highlands	Sacramento	95660 (FKA #402 above)	Market
4360-4390 Roseville Road	North Highlands	Sacramento	95610	Facility
10385 Folsom Blvd.	Rancho Cordova	Sacramento	95670	n/a
430 Elkhorn Blvd	Rio Linda	Sacramento	95673	Market
3518 Marconi Avenue	Sacramento	Sacramento	95821	Market
6231 Fruitridge Road	Sacramento	Sacramento	95820	Market
4320 Arden Way	Sacramento	Sacramento	95864	Market
4850 Freeport Blvd.	Sacramento	Sacramento	95822	Market
8391 Folsom Blvd.	Sacramento	Sacramento	95826	Market
4551 Mack Rd.	Sacramento	Sacramento	95823	Market
4650 Natomas Blvd.	Sacramento	Sacramento	95835	Market
1301 Florin Road	Sacramento	Sacramento	95831	Market
1540 West El Camino	Sacramento	Sacramento	95833	Market
7465 Rush River Drive	Sacramento	Sacramento	95831	Market
3250 Arena Blvd.	Sacramento	Sacramento	95834	Market
6366 Mack Road	Sacramento	Sacramento	95823	Market
4401 Broadway	Sacramento	Sacramento	95817	Market
3547 Bradshaw Road	Sacramento	Sacramento	95827	Market
4061 Gateway Park Blvd.	Sacramento	Sacramento	95834	Warehouse
1700 Airline Hwy	Hollister	San Benito	95023	Market
311 Lower Sacramento Rd.	Lodi	San Joaquin	95242	Market
1280 Lathrop Rd.	Manteca	San Joaquin	95336	Market
2323 West Hammer Lane	Stockton	San Joaquin	95209	Market
1919 Boeing Way	Stockton	San Joaquin	95206	Warehouse
4255 Morada Lane	Stockton	San Joaquin	95212	Market
2550 S Tracy Blvd.	Tracy	San Joaquin	95376	Market
270 Redwood Shores Pkwy	Redwood City	San Mateo	94065	Market
1602 W Campbell Ave.	Campbell	Santa Clara	95008	Market
777 First Street	Gilroy	Santa Clara	95020	Market
15710 San Jose-Los Gatos Blvd.	Los Gatos	Santa Clara	95030	Market
401 Jacklin Road	Milpitas	Santa Clara	95035	Market
451 Vineyard Town Center	Morgan Hill	Santa Clara	95037	Market
1250 Grant Road	Mountain View	Santa Clara	94040	Market
7073 Santa Teresa Blvd.	San Jose	Santa Clara	95139	Market
6061 Snell Ave.	San Jose	Santa Clara	95123	Market

Exhibit A - California and Nevada Raley's Facilities

Address	City	County	Zip	Property Type
6061 Snell Ave.	San Jose	Santa Clara	95123	Market
809 Bay Ave.	Capitola	Santa Cruz	95010	Market
222 Mt Herman Road	Scotts Valley	Santa Cruz	95066	Market
1912 Main Street	Watsonville	Santa Cruz	95076	Market
110 Hartnell Ave.	Redding	Shasta	96002	n/a
201 Lake Blvd.	Redding	Shasta	96003	Market
1842 Fort Jones St.	Yreka	Siskiyou	96097	Market
890 Southampton Rd.	Benicia	Solano	94510	Market
3330 North Texas Street	Fairfield	Solano	94533	Market
3001 Travis Blvd.	Fairfield	Solano	94534	Market
270 Sunset Ave.	Suisun City	Solano	94585	Market
3061 Alamo Dr.	Vacaville	Solano	95687	Market
4300 Sonoma Blvd.	Vallejo	Solano	94589	Market
157 N McDowell Blvd.	Petaluma	Sonoma	94954	Market
100 Raley's Town Center	Rohnert Park	Sonoma	94928	Market
1407 Fulton Rd.	Santa Rosa	Sonoma	95403	Market
8852 Lakewood Dr.	Windsor	Sonoma	95492	Market
3430 Tully Rd.	Modesto	Stanislaus	95350	Market
1611 E. Hatch Rd.	Modesto	Stanislaus	95351	n/a
2401 E. Orangeburg Ave.	Modesto	Stanislaus	95355	n/a
3020 Floyd Avenue, Ste. 139	Modesto	Stanislaus	95355	Market
1945 N Street	Newman	Stanislaus	95360	Market
1550 F Street	Oakdale	Stanislaus	95361	Market
2900 Geer Rd.	Turlock	Stanislaus	95380	Market
700 Onstott Rd.	Yuba City	Sutter	95991	Market
1286 Stabler Lane	Yuba City	Sutter	95993	Market
725 S. Main St.	Red Bluff	Tehama	96080	Market
1601 West Capitol Ave.	West Sacramento	Yolo	95691	Market
2421 Del Monte Street, Ste. A	West Sacramento	Yolo	95691	n/a
3925 Seaport Blvd., Ste. 10 & 30	West Sacramento	Yolo	95605	Facility
2928 Ramco Street, Ste. 100	West Sacramento	Yolo	95691-5841	Facility
367 West Main St.	Woodland	Yolo	95695	Market
1885 E Gibson Road	Woodland	Yolo	95776	Market
3701 S. Carson Street	Carson City	Carson City	89701	
2105 West Williams	Fallon	Churchill	89406	
1363 Highway 395 North	Gardnerville	Douglas	89410	
2505 Mountain City Highway	Elko	Elko	89801	
1125 W. Winnemucca Boulevard	Winnemucca	Humboldt	89445	
930 Tahoe Boulevard	Incline Village	Washoe	89451	
1630 Robb Drive	Reno	Washoe	89523	
18144 Wedge Parkway	Reno	Washoe	89511	
1441 Mayberry Drive	Reno	Washoe	89509	
1075 N. Hills Boulevard	Reno	Washoe	89506	
701 Keystone Avenue	Reno	Washoe	89503	
4047 So. Virginia Street	Reno	Washoe	89502	
1265 West 7th Street	Reno	Washoe	89628	
2389 Wingfield Hills Road	Spanish Springs	Washoe	89436	
2895 North McCarran Boulevard	Sparks	Washoe	89431	

EXHIBIT B-1

EXHIBIT B-1 -- CIVIL PENALTIES

Agency	Civil Penalties - Business and Professions §17200 Penalties	Civil Penalties - Health and Safety §25500 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	\$ 19,500.00	\$ -	\$ -	\$ 19,500.00
Amador Co. District Attorney's Office	\$ 14,100.00	\$ -	\$ -	\$ 14,100.00
Butte Co. District Attorney's Office	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Contra Costa Co. District Attorney's Office	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00
El Dorado Co. District Attorney's Office	\$ 18,100.00	\$ -	\$ -	\$ 18,100.00
Madera Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Mendocino Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Merced Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Monterey Co. District Attorney's Office	\$ 116,000.00	\$ -	\$ -	\$ 116,000.00
Napa Co. District Attorney's Office	\$ 22,600.00	\$ -	\$ -	\$ 22,600.00
Nevada Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Placer Co. District Attorney's Office* (see below)	\$ 30,700.00	\$ -	\$ -	\$ 30,700.00
Sacramento Co. District Attorney's Office** (see below)	\$ 110,500.00	\$ -	\$ -	\$ 110,500.00
San Benito Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
San Bernardino Co. District Attorney's Office (SWCPP Penalties)	\$ 29,000.00	\$ -	\$ -	\$ 29,000.00
San Joaquin Co. District Attorney's Office*** (see below)	\$ 182,500.00	\$ 178,500.00	\$ 12,500.00	\$ 373,500.00
San Mateo Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Santa Clara Co. District Attorney's Office	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00
Santa Cruz Co. District Attorney's Office	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
Shasta Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Siskiyou Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Solano Co. District Attorney's Office**** (see below)	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00
Sonoma Co. District Attorney's Office	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Stanislaus Co. District Attorney's Office	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Sutter Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Tehama Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Yolo Co. District Attorney's Office	\$ 103,000.00	\$ -	\$ -	\$ 103,000.00
Totals - Prosecutor Civil Penalties	\$ 733,000.00	\$ 178,500.00	\$ 12,500.00	\$ 924,000.00

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

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

*** SAN JOAQUIN: B&P 17200 Penalties shall be paid to the "Treasurer of San Joaquin County". Penalties allocated to H&S 25500 shall be paid to the "San Joaquin Co. District Attorney's Office".

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

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

EXHIBIT B-2

EXHIBIT B-2 -- CIVIL PENALTIES

Agency	Civil Penalties - Health and Safety §25500 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Regulatory Agencies
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	\$ 1,000.00		\$ 1,000.00
Alameda Co. - Hayward City Fire Dept.	\$ 1,000.00		\$ 1,000.00
Alameda Co. - Livermore-Pleasanton Fire Dept., Haz Mat Unit *(see below)	\$ 2,000.00		\$ 2,000.00
Alameda Co. -Environmental Health Services	\$ 2,000.00		\$ 2,000.00
Amador Co. - Environmental Health Dept.	\$ 1,000.00		\$ 1,000.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 8,000.00		\$ 8,000.00
Department of Toxic Substances Control	\$ -	\$ 25,000.00	\$ 25,000.00
El Dorado Co. - Environmental Mgmt. Dept.	\$ 5,000.00		\$ 5,000.00
Madera Co. - Dept. of Environmental Health	\$ 1,000.00		\$ 1,000.00
Mendocino Co. - Environmental Health Division	\$ 1,000.00		\$ 1,000.00
Merced Co. - Division of Environmental Health	\$ 1,000.00		\$ 1,000.00
Monterey Co. - Environmental Health Division	\$ 2,000.00		\$ 2,000.00
Napa Co. - Dept. of Env. Mngt.	\$ 2,000.00		\$ 2,000.00
Nevada Co. - CUPA Env. Health	\$ 1,000.00		\$ 1,000.00
Placer Co. - Environmental Health Division	\$ 6,000.00		\$ 6,000.00
Placer Co. - Roseville City Fire Dept.	\$ 4,000.00		\$ 4,000.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 41,000.00		\$ 41,000.00
San Benito Co. - Health Dept.	\$ 1,000.00		\$ 1,000.00
San Joaquin Co. - Environmental Health Department	\$ 62,500.00	\$ 12,500.00	\$ 75,000.00
San Mateo Co. - Environmental Health Division	\$ 1,000.00		\$ 1,000.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 7,000.00		\$ 7,000.00
Santa Clara Co. - City of Gilroy Fire Dept.	\$ 2,000.00		\$ 2,000.00
Santa Cruz Co. - Environmental Health	\$ 3,000.00		\$ 3,000.00
Shasta Co. - Environmental Health Division	\$ 1,000.00		\$ 1,000.00
Siskiyou Co. - Environmental Health Division	\$ 1,000.00		\$ 1,000.00
Solano Co. - Environmental Health Services	\$ 6,000.00		\$ 6,000.00
Sonoma Co. - Fire & Emergency Services Dept.	\$ 2,000.00		\$ 2,000.00
Sonoma Co. - Petaluma City Fire Department	\$ 1,000.00		\$ 1,000.00
Sonoma Co. - Santa Rosa City Fire	\$ 1,000.00		\$ 1,000.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 5,000.00		\$ 5,000.00
Sutter Co. - Environmental Health Services	\$ 2,000.00		\$ 2,000.00
Tehama Co. - Environmental Health Dept.	\$ 1,000.00		\$ 1,000.00
Yolo Co. - Environmental Health	\$ 3,000.00		\$ 3,000.00
Total - Agency Civil Penalties	\$ 178,500.00	\$ 37,500.00	\$ 216,000.00
* ALAMEDA: The agency requested that the check be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account".			

EXHIBIT C

EXHIBIT C – SUPPLEMENTAL ENVIRONMENTAL PROJECTS

1. **Aquatic Toxicity Testing Project.** RALEY'S shall provide One Hundred Thousand Dollars (\$100,000.00) 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. In determining the products to be tested as part of the RWATT Project, the District Attorney's Offices 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.

EXHIBIT D

**EXHIBIT D - LS3-20 GPM MOBILE PLATFORM FRESHWATER
PURIFICATION SYSTEM W/ TRAILER**

- A 28,800 gallons per day trailer-mounted, portable water purification system with pre-filter for silt;
- 5-Micron and 1-Micron multi-stage filtration for parasite removal;
- Global's Multi-Media system for removal of hazardous chemicals;
- Self-cleaning ultra-violet assembly for killing bacteria and viruses;
- Chlorine injection system for protection for holding water and redundant system for bacteria and viruses;
- Flootation assembly for pulling water; pressure gauges and flow meter with Global's electronic control system to ease the operation by untrained personnel;
- Electronic control system; alarms and sensors.
- No onboard generator.
- Installed in a 6'x12' enclosed trailer with single axle, electric brakes, LED lighting system, painted undercoating, tube frame, and spring suspension.

EXHIBIT E-1

EXHIBIT E-1 -- COSTS

Agency	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 4,000.00
Amador Co. District Attorney's Office	\$ 125.00
Butte Co. District Attorney's Office	\$ 125.00
Contra Costa Co. District Attorney's Office	\$ 500.00
El Dorado Co. District Attorney's Office	\$ 125.00
Madera Co. District Attorney's Office	\$ 125.00
Mendocino Co. District Attorney's Office	\$ 125.00
Merced Co. District Attorney's Office	\$ 125.00
Monterey Co. District Attorney's Office	\$ 5,200.00
Napa Co. District Attorney's Office	\$ 1,875.00
Nevada Co. District Attorney's Office	\$ 125.00
Orange Co. District Attorney's Office	\$ 2,000.00
Placer Co. District Attorney's Office* (see below)	\$ 500.00
Riverside Co. District Attorney's Office** (see below)	\$ 3,750.00
Sacramento Co. District Attorney's Office*** (see below)	\$ 3,750.00
San Benito Co. District Attorney's Office	\$ 125.00
San Bernardino Co. District Attorney's Office (SWCPP Costs)	\$ 1,750.00
San Diego Co. District Attorney's Office	\$ 10,000.00
San Francisco Co. District Attorney's Office	\$ 875.00
San Joaquin Co. District Attorney's Office	\$ 56,250.00
San Mateo Co. District Attorney's Office	\$ 500.00
Santa Clara Co. District Attorney's Office	\$ 500.00
Santa Cruz Co. District Attorney's Office	\$ 500.00
Shasta Co. District Attorney's Office	\$ 500.00
Siskiyou Co. District Attorney's Office	\$ 125.00
Solano Co. District Attorney's Office**** (see below)	\$ 500.00
Sonoma Co. District Attorney's Office	\$ 500.00
Stanislaus Co. District Attorney's Office	\$ 125.00
Sutter Co. District Attorney's Office	\$ 125.00
Tehama Co. District Attorney's Office	\$ 125.00
Yolo Co. District Attorney's Office	\$ 15,625.00
Total - Prosecutor Costs	\$ 110,575.00

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

** RIVERSIDE Costs: "Defendant" shall pay \$3,750.00 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.

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

EXHIBIT E-2

EXHIBIT E-2 -- COSTS

Agency	Total Costs to Agency
Department of Toxic Substances Control	\$ 1,925.00
Orange Co. - Environmental Health *(see below)	\$ 375.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 1,250.00
San Joaquin Co. - Environmental Health Department	\$ 2,875.00
Total - Agency Costs	\$ 6,425.00

*ORANGE: \$375.00 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.