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7 Attorneys for Plaintiff, PEOPLE OF THE STATE OF CALIFORNIA  
and EDMUND G. BROWN JR. Attorney General of the State of California  
8

9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE COUNTY OF SACRAMENTO  
11

12 PEOPLE OF THE STATE OF  
CALIFORNIA,  
13  
Plaintiff,  
14  
vs.  
15  
JIFFY LUBE INTERNATIONAL, INC.,  
16  
Defendant.  
17

CASE NO.  
STIPULATION FOR ENTRY OF  
JUDGMENT

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1 IT IS HEREBY STIPULATED, BY AND BETWEEN THE PARTIES, THAT:  
2 Plaintiff, the PEOPLE OF THE STATE OF CALIFORNIA (hereinafter  
3 “Plaintiff”) investigated whether JIFFY LUBE INTERNATIONAL, INC. (“Jiffy Lube”) oil  
4 change facilities in the State of California were in violation of certain environmental laws,  
5 including California’s Hazardous Waste Control Law, Health & Safety Code section 25100 et  
6 seq., and California’s Hazardous Materials Management laws, Health & Safety Code section  
7 25500 et seq.

8 Jiffy Lube voluntarily disclosed voluminous records pertaining to the ownership  
9 and operation of Jiffy Lube oil change facilities in the State of California in response first to an  
10 informal request for production and then to a subpoena issued by the Attorney General of the  
11 State of California (“Attorney General”), in coordination with the District Attorneys for the  
12 Counties of Alameda, Los Angeles, Marin, Monterey, Orange, Riverside, Sacramento, San  
13 Bernardino, San Diego, San Joaquin, Solano, and Ventura, and the Los Angeles City Attorney.

14 Plaintiff’s investigation found violations of requirements for managing used and  
15 unused motor oil and antifreeze at certain Jiffy Lube facilities in California. Jiffy Lube does not  
16 admit the accuracy of these findings.

17 Plaintiff has engaged in settlement negotiations with Jiffy Lube. Plaintiff and Jiffy Lube  
18 (hereinafter collectively referred to as “the Parties”) have agreed to resolve the issues raised by  
19 the investigation without litigation. The Parties believe that the proposed judgment is fair and  
20 reasonable and fulfills the Plaintiff’s enforcement objectives, and that the proposed judgment is in  
21 the best interest of the general public.

22 Plaintiff having filed its Complaint, and defendant Jiffy Lube having accepted  
23 service of the Complaint; and Plaintiff, appearing through their attorney William Brieger, Deputy  
24 Attorney General for the State of California, and Defendant Jiffy Lube appearing through its  
25 attorneys Munger, Tolles & Olson LLP, by William D. Temko; and the Parties having stipulated  
26 and consented to the entry of this Stipulation for Entry of Judgment (“Stipulation”) prior to the  
27 taking of any proof, and without trial or adjudication of any fact or law herein; and the Court  
28 having considered the pleadings, and good cause appearing therefor:

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

2 **1. INTRODUCTION.**

3 In this action, Plaintiff filed a civil complaint (the "Complaint") in Sacramento  
4 County Superior Court against Jiffy Lube. The Complaint alleges that Jiffy Lube has failed  
5 properly to manage used and unused motor oil and used and unused antifreeze at certain facilities  
6 operated by Jiffy Lube in California in violation of the California Health and Safety Code and the  
7 Business & Professions Code. The facilities operated by Jiffy Lube in California as of January  
8 31, 2008 (hereinafter collectively referred to as the "Current Jiffy Lube Operated Facilities") are  
9 listed on Exhibit "A" hereto. The word "current" is used in its normal sense, such that future  
10 obligations imposed by this Stipulation and by the Judgment on "Current Jiffy Lube Operated  
11 Facilities" do not apply to a facility listed on Exhibit A that has been, by the pertinent future time,  
12 sold at arm's length to a third party not owned or operated by Jiffy Lube. The Complaint also  
13 alleges that Jiffy Lube has control over franchises owned by third parties, and, because it failed to  
14 exercise appropriate control, is liable for the failure to properly manage used and unused motor  
15 oil and used and unused antifreeze at those Jiffy Lube franchises. The Jiffy Lube franchise  
16 operations in the State of California existing as of January 31, 2008 (hereinafter collectively  
17 referred to as the "Current Jiffy Lube Franchises") are listed on Exhibit "B" hereto. The word  
18 "current" is used in its normal sense, such that future obligations imposed by this Stipulation and  
19 by the Judgment on "Current Jiffy Lube Franchises" do not apply to a facility listed on Exhibit B  
20 that is, at the pertinent future time, no longer in a franchisor-franchisee relationship with Jiffy  
21 Lube or a related party. The facilities in California operated by Jiffy Lube on or before January  
22 31, 2008, as well as the Jiffy Lube franchise operations in California operating on or before  
23 January 31, 2008, are listed on Exhibit "C" hereto (hereinafter collectively referred to as the  
24 "Released Facilities"). Jiffy Lube has not been required to answer Plaintiff's Complaint, but does  
25 not admit the allegations in that Complaint, and states that it is committed to environmental  
26 compliance, and therefore agrees to take the actions outlined in this Stipulation.

1                   2.     **JURISDICTION.**

2                   The Plaintiff and Jiffy Lube agree that the Superior Court of California, County of  
3 Sacramento, has subject matter jurisdiction over the matters alleged in this action and personal  
4 jurisdiction over the parties to this Stipulation.

5                   3.     **DISPUTED CLAIMS.**

6                   This Stipulation does not constitute any admission by Jiffy Lube regarding any  
7 issue of law or fact in the above-captioned matter or any violation of any law. The Parties enter  
8 into this Stipulation for the purpose of furthering the public interest, and to avoid the uncertainty  
9 and expense of further litigation.

10                  4.     **INJUNCTIVE RELIEF**

11                 Pursuant to provisions of Health and Safety Code Sections 25184 and 25516,  
12 Business and Professions Code Section 17203, and the Court's equitable powers, Jiffy Lube will  
13 be ordered to take the following actions:

14                 4.1     **Employee Training.** Within 60 days after entry of Judgment, Jiffy Lube  
15 will certify to Plaintiff that it has implemented a training program for employees at all Current  
16 Jiffy Lube Operated Facilities designed to ensure compliance with state and local environmental  
17 statutes and regulations relating to hazardous waste and hazardous materials management. Under  
18 that program, Jiffy Lube will commit to provide such training (a) on or before June 30, 2008 to all  
19 employees employed at a Current Jiffy Lube Operated Facility as of that date, and (b) to all future  
20 new employees at Current Jiffy Lube Operated Facilities upon employment. In addition, Jiffy  
21 Lube agrees to send all of its Regional Managers in California to the Compliance School hosted  
22 by the California Department of Toxic Substances Control (DTSC) at least once prior to  
23 December 31, 2008.

24                 4.2     **Environmental Self-Audit.** Within 60 days after entry of Judgment, Jiffy  
25 Lube will implement an audit procedure designed to evaluate compliance with state and local  
26 environmental statutes and regulations relating to hazardous waste and hazardous materials  
27 management at the Current Jiffy Lube Operated Facilities. Under that audit procedure, Jiffy Lube  
28 shall conduct a compliance audit on or before September 30, 2008, at all of the Current Jiffy Lube

1 Operated Facilities, excluding the facilities in Santa Clara County listed on Exhibit "D" hereto at  
2 which compliance audits have already been conducted. The evaluation shall be performed by a  
3 third party consultant ("Consultant") selected and paid for by Jiffy Lube. The Consultant shall  
4 give the local Certified Unified Program Administrator ("CUPA") seventy-two (72) hours  
5 advance written notice of any inspection by the Consultant and allow a CUPA inspector to  
6 witness the inspection, if the CUPA so elects. Whether or not the CUPA witnesses the  
7 inspection, the Consultant shall prepare a report of each inspection and provide the report to Jiffy  
8 Lube, the appropriate CUPA, and to Plaintiff. The parties anticipate that in the event such  
9 inspections indicate non-compliance, Jiffy Lube will correct any non-compliance as soon as  
10 practicable. Plaintiff will not take enforcement action regarding such inspections without first  
11 meeting and conferring with Jiffy Lube.

12           4.3     **Access.** Jiffy Lube consents to the reasonable inspection of any Current  
13 Jiffy Lube Operated Facility at any time by inspectors from the applicable CUPA or from DTSC.

14           4.4     **Management of Motor Oil and Antifreeze.**

15           a.       Jiffy Lube shall insure that all used and unused motor oil and used and  
16 unused antifreeze at Current Jiffy Lube Operated Facilities, and will encourage its franchisees to  
17 ensure that such materials at Current Jiffy Lube Franchises, will be stored and managed in  
18 compliance with the applicable provisions of Health & Safety Code chapters 6.5 and 6.95 and  
19 applicable regulations thereunder, including 22 California Code of Regulations § 66279.1 et seq.

20           b.       At any Current Jiffy Lube Operated Facility that does not have a container  
21 suitable for storage of used motor oil pursuant to chapter 6.5 of Division 20 of the Health &  
22 Safety Code, and the regulations thereunder, Jiffy Lube will stop collecting used motor oil until a  
23 suitable container is available on site, or Jiffy Lube manages the waste in some other way that  
24 complies with the requirements of the law.

25           c.       Jiffy Lube shall insure that all containers holding used motor oil, used oil  
26 filters, used antifreeze, used fuel filters or other hazardous materials at Current Jiffy Lube  
27 Operated Facilities will be properly labeled, secured, and stored in compliance with the applicable  
28 provisions of Health and Safety Code chapters 6.5 and 6.95 and regulations promulgated

1 thereunder contained in the California Code of Regulations. Jiffy Lube shall also encourage its  
2 franchisees to ensure that all containers holding used motor oil, used oil filters, used antifreeze,  
3 used fuel filters or other hazardous materials at Current Jiffy Lube Franchises will be properly  
4 labeled, secured, and stored in compliance with the applicable provisions of Health and Safety  
5 Code chapters 6.5 and 6.95 and regulations promulgated thereunder contained in the California  
6 Code of Regulations.

7 d. All operations involving antifreeze at a Current Jiffy Lube Operated  
8 Facility must be performed in a manner and location providing for containment and recovery of  
9 the antifreeze.

10 **5. JIFFY LUBE FRANCHISE COMPLIANCE PROGRAM.**

11 a. Jiffy Lube will revise its current Policies & Procedures Manual (“PPM”) to  
12 provide for the following:

13 1. No franchisee may renew a Franchise Agreement for a Current Jiffy  
14 Lube Franchise unless it has corrected any and all outstanding notifications regarding violations,  
15 including notices of violation or notices to comply, issued by a CUPA at the relevant store, and  
16 notified Jiffy Lube in writing, provided, however, that if at the time of renewal the franchisee has  
17 any outstanding notice of violation or notice to comply and the franchisee provides proof in  
18 writing to Jiffy Lube, with a copy to the relevant CUPA, that it is working diligently to correct  
19 such notice of violation or notice to comply, Jiffy Lube may renew the Franchise Agreement.

20 2. It is the responsibility of the franchisee to ensure that the  
21 management at each Current Jiffy Lube Franchise is fully aware of its hazardous materials  
22 compliance obligations under applicable statutory and regulatory provisions. To underscore the  
23 importance of this issue, Jiffy Lube shall, pursuant to this Stipulation, finance the cost of sending  
24 one (1) manager from each franchisee operating Current Jiffy Lube Franchises to the DTSC  
25 Compliance School prior to December 31, 2008. Jiffy Lube shall encourage its franchisees  
26 operating Current Jiffy Lube Franchises to send, at franchisee’s expense, at least one manager or  
27 supervisor to the DTSC Compliance School at least once every five years.

28

1                   3.       If Jiffy Lube has reason to believe that the environmental  
2 compliance history of a franchisee at a Current Jiffy Lube Franchise is such that it could have an  
3 adverse impact on Jiffy Lube's reputation, trademarks, or the franchise system in general, Jiffy  
4 Lube may require the franchisee, at franchisee's expense, to conduct an environmental audit of  
5 the franchise by a qualified consultant. In evaluating the environmental compliance history of the  
6 franchisee, Jiffy Lube shall inquire during its yearly store standards review of both the franchisee  
7 and the relevant CUPA to determine the number and severity of any environmental NOV's issued  
8 by a CUPA and the franchisee's responses to such NOV's.

9                   4.       If the yearly store standards review of a Current Jiffy Lube  
10 Franchise reveals serious and persistent environmental compliance failures on the part of the  
11 franchisee, Jiffy Lube will correspond with that franchisee, in a manner to be determined by Jiffy  
12 Lube, warning that failure to correct the environmental compliance failures could result in  
13 termination of the Franchise Agreement.

14                  5.       In the event Jiffy Lube determines that there have been three  
15 repeated, serious violations of the same environmental requirement at the same facility in any  
16 three year period, Jiffy Lube will send a Final Notice and Opportunity to Cure to the franchisee,  
17 and shall, to the extent allowed by California law, revoke the Franchise Agreement if the  
18 franchisee has not provided adequate proof of correction within 30 days.

19                  b.       Within 60 days after entry of Judgment, the operations training course for  
20 managers that is required for franchisees operating Jiffy Lube franchises in California shall  
21 include a section regarding awareness of and compliance with environmental laws. Jiffy Lube  
22 will advise its franchisees operating Current Jiffy Lube Franchises that they need to consult with  
23 their own environmental consultants and counsel to ensure compliance with the applicable  
24 California environmental regulations and laws.

25                  c.       Within 30 days after entry of Judgment, Jiffy Lube shall send to each  
26 Current Jiffy Lube Franchise a letter containing the language set forth in Exhibit E, with a copy to  
27 Plaintiff.  
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1                   **6.     PENALTY.**

2                   To resolve this statewide matter, Jiffy Lube agrees to pay \$500,000 to the “Office  
3 of the Attorney General” as civil penalties, costs, and attorneys’ fees to be disbursed by the Office  
4 of the Attorney General as set forth in Exhibit F to this Stipulation.

5                   **7.     NOTICE.**

6                   All submissions and notices required by the Judgment shall be sent to:

7 For Plaintiff:

8                                 Will Brieger, Esq.  
9                                 Deputy Attorney General  
10                                Office of the Attorney General  
11                                1300 “I” Street  
12                                P.O. Box 944255  
13                                Sacramento, California 94244-2550

14                               Doug Whaley, Esq.  
15                                Deputy District Attorney  
16                                Office of the Sacramento County District Attorney  
17                                901 G Street  
18                                Sacramento, California 95814

19 For Jiffy Lube:

20                               William D. Temko, Esq.  
21                               Munger, Tolles & Olson LLP  
22                               355 S. Grand Avenue, 35th Floor  
23                               Los Angeles, CA 90071

24                               Lance Tolson, Esq.  
25                               Senior Counsel  
26                               Shell Oil Company  
27                               910 Louisiana, OSP 4874  
28                               Houston, TX 77002

  and

  Cesar Arreaza, Esq.  
  Senior Counsel  
  Shell Oil Company  
  910 Louisiana, OSP 1196  
  Houston, TX 77002

  Any Party may change the address for purpose of notices to that Party by a notice  
specifying a new address, but no such change is effective until the notice is actually received by  
the Party sought to be charged with its contents. All notices and other communications required

1 or permitted under the Judgment that are addressed as provided in this Paragraph are effective  
2 upon delivery if delivered personally or by overnight mail, or are effective five (5) days following  
3 deposit in the United States mail, postage prepaid, if delivered by mail.

4 **8. NO WAIVER.**

5 No informal oral advice, guidance, suggestions, or comments by employees or  
6 officials of Plaintiff or representatives of any instrumentality, agency, board or department of the  
7 State of California, including the California Environmental Protection Agency and the California  
8 DTSC, shall be construed to relieve Jiffy Lube of its obligation to comply with all laws.  
9 Plaintiff's failure to enforce any provision of the Judgment shall in no way be deemed a waiver of  
10 such provision, or in any way affect the validity of the Judgment. Plaintiff's failure to enforce  
11 any such provision shall not preclude them from later enforcing the same or any other provision  
12 of the Judgment during the period that provision of the Judgment remains in effect. No oral  
13 advice, guidance, suggestions or comments by employees or officials of any Party regarding  
14 matters covered in the Judgment shall be construed to relieve any Party of its obligations required  
15 by the Judgment. Except as expressly provided in the Judgment, nothing in the Judgment is  
16 intended nor shall it be construed to preclude Plaintiff or any state agency, department, board or  
17 entity or any local agency from exercising its authority under any law, statute, or regulation at the  
18 Current Jiffy Lube Operated Facilities or any other facility addressed or identified in the  
19 Judgment.

20 **9. NO LIABILITY.**

21 Plaintiff shall not be liable for any injury or damage to persons or property  
22 resulting from acts or omissions by Jiffy Lube, its directors, officers, employees, agents,  
23 representatives or contractors in carrying out activities pursuant to the Judgment, nor shall  
24 Plaintiff be held as a party to or guarantor of any contract entered into by Jiffy Lube, its directors,  
25 officers, employees, agents, representatives or contractors in carrying out activities required  
26 pursuant to the Judgment.

1                   **10.    REGULATORY CHANGES.**

2                   Nothing in the Judgment shall excuse Jiffy Lube from meeting any more stringent  
3 requirements which may be imposed hereafter by changes in applicable and legally binding  
4 legislation or regulations.

5                   **11.    APPLICATION OF JUDGMENT.**

6                   The Judgment shall apply to and be binding upon Jiffy Lube and any successors or  
7 assigns.

8                   **12.    AUTHORITY TO ENTER STIPULATION.**

9                   Each signatory to this Stipulation certifies that he or she is fully authorized by the  
10 party he or she represents to enter into this Stipulation and to execute it on behalf of the party  
11 represented and legally to bind that party.

12                  **13.    INTEGRATION.**

13                  This Stipulation constitutes the entire agreement between the Parties and may not  
14 be amended or supplemented except as provided for in the Judgment.

15                  **14.    INTERPRETATION.**

16                  This Stipulation shall be deemed to have been drafted equally by all parties hereto.  
17 Accordingly, the Parties hereby agree that any and all rules of construction to the effect that  
18 ambiguity is construed against the drafting party shall be inapplicable in any dispute concerning  
19 the terms, meaning, or interpretation of this Stipulation.

20                  **15.    COUNTERPART SIGNATURES.**

21                  This Stipulation may be executed by the Parties in counterpart, and when a copy is  
22 signed by an authorized representative of each party, the Stipulation shall be effective as if a  
23 single document were signed by all Parties.

24                  **16.    INCORPORATION OF EXHIBITS**

25                  Each of the Exhibits "A" through "G" is incorporated herein by reference.

26                  **17.    MATTERS RESOLVED BY THIS FINAL JUDGMENT**

27                  This Judgment is a final and binding resolution and settlement as to the Covered  
28 Parties and the Covered Matters as defined below. Except for the obligations of Jiffy Lube that

1 are expressly set forth in this Stipulation, Plaintiff hereby releases and forever discharges the  
2 Covered Parties from any and all liability to the People of the State of California for the Covered  
3 Matters. Plaintiff hereby covenants not to sue or pursue any further claims against the Covered  
4 Parties for the Covered Matters.

5 As used herein, "Covered Parties" means Jiffy Lube; its subsidiaries, corporate  
6 parents, and affiliates; and their officers, directors, successors and assigns. "Covered Parties"  
7 does not include Jiffy Lube Franchisees.

8 As used herein, "Covered Matters" means any claims for penalties or injunctive  
9 relief against the Covered Parties for acts, omissions, or events on or pertaining to the Released  
10 Facilities up to the date this Stipulation is executed by Plaintiff, under Chapters 6.5 and 6.95 of  
11 Division 20 of the California Health & Safety Code and related regulations (except as provided  
12 below); and any such claims under state, county or local ordinances or permits relating to the  
13 management of hazardous wastes or hazardous materials; and any such claims under any other  
14 statutes, regulations, or local requirements which may pertain to hazardous waste or hazardous  
15 materials relating to the operation of the Released Facilities; and any such claims under the  
16 California Business and Professions Code that are derived from these requirements; whether such  
17 claims are asserted or unasserted, arising out of or connected with any act, cause, matter, or thing  
18 stated, claimed, or alleged in connection with this lawsuit. "Covered Matters" encompasses these  
19 provisions as they existed during past relevant time periods, or exist now, or as they may be  
20 amended with retroactive effect in the future. Notwithstanding the above, "Covered Matters"  
21 specifically exclude any claims not known by Plaintiff at the date of entry of this Judgment that  
22 the Covered Parties either (a) disposed of waste at an unauthorized facility in violation of Health  
23 and Safety Code Section 25189, or (b) used a non-registered transporter in violation of Health and  
24 Safety Code Section 25163(a), provided further that the Covered Parties preserve any and all  
25 defenses to such claims, including but not limited to defenses based on statutes of limitation.

26 This Judgment does not excuse any future non-compliance or duty to correct any  
27 non-compliance or duty to conduct any environmental remediation.

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The Parties, by and through their respective and duly authorized representatives, hereby stipulate and consent to entry of the [Proposed] Judgment lodged herewith, a copy of which is attached as Exhibit G.

**IT IS SO STIPULATED:**

1 Respectfully submitted,

2 **FOR THE PLAINTIFF**

EDMUND G. BROWN JR.  
Attorney General  
of the State of California  
SALLY KNOX  
Supervising Deputy Attorney General

3  
4  
5  
6 Dated: April 2, 2008

By:   
WILLIAM N. BRIEGER  
Deputy Attorney General  
Attorneys for Plaintiff  
The People of the State of California

7  
8  
9  
10  
11  
12 Dated: April 29, 2008

MICHAEL A. RAMOS, DISTRICT  
ATTORNEY, County of San Bernardino, State  
of California  
By:   
R. GLENN YABUNO  
DEPUTY DISTRICT ATTORNEY

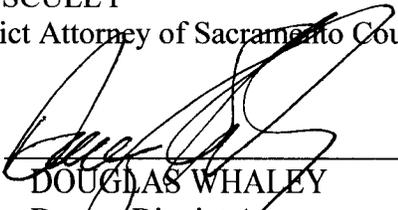
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17 Dated: April \_\_, 2008

BONNIE M. DUMANIS  
District Attorney of San Diego County  
By: \_\_\_\_\_  
KAREN I. DOTY  
Deputy District Attorney

18  
19  
20  
21  
22 Dated: April \_\_, 2008

ROD PACHECO, District Attorney County  
of Riverside  
By: \_\_\_\_\_  
STEPHANIE B. WEISSMAN,  
Senior Deputy District Attorney

23  
24  
25  
26  
27 Dated: April 30, 2008

JAN SCULLY  
District Attorney of Sacramento County  
By:   
DOUGLAS WHALEY  
Deputy District Attorney

1 Respectfully submitted,

2 **FOR THE PLAINTIFF**

3 EDMUND G. BROWN JR.  
4 Attorney General  
5 of the State of California  
6 SALLY KNOX  
7 Supervising Deputy Attorney General

8 Dated: April \_\_, 2008

9 By: \_\_\_\_\_  
10 WILLIAM N. BRIEGER  
11 Deputy Attorney General  
12 Attorneys for Plaintiff  
13 The People of the State of California

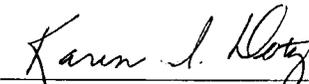
14 MICHAEL A. RAMOS, DISTRICT  
15 ATTORNEY, County of San Bernardino, State  
16 of California

17 Dated: April \_\_, 2008

18 By: \_\_\_\_\_  
19 R. GLENN YABUNO  
20 DEPUTY DISTRICT ATTORNEY

21 BONNIE M. DUMANIS  
22 District Attorney of San Diego County

23 Dated: April 29, 2008

24 By:   
25 KAREN I. DOTY  
26 Deputy District Attorney

27 ROD PACHECO, District Attorney County  
28 of Riverside

Dated: April \_\_, 2008

By: \_\_\_\_\_  
STEPHANIE B. WEISSMAN,  
Senior Deputy District Attorney

JAN SCULLY  
District Attorney of Sacramento County

Dated: April 30, 2008

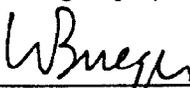
By:   
DOUGLAS WHALEY  
Deputy District Attorney

1 Respectfully submitted,

2 **FOR THE PLAINTIFF**

EDMUND G. BROWN JR.  
Attorney General  
of the State of California  
SALLY KNOX  
Supervising Deputy Attorney General

3  
4  
5  
6 Dated: ~~April~~ May 2, 2008

By:   
WILLIAM N. BRIEGER  
Deputy Attorney General  
Attorneys for Plaintiff  
The People of the State of California

7  
8  
9  
10 MICHAEL A. RAMOS, DISTRICT  
ATTORNEY, County of San Bernardino, State  
of California

11  
12 Dated: April 29, 2008

By:   
R. GLENN YABUNO  
DEPUTY DISTRICT ATTORNEY

13  
14  
15 BONNIE M. DUMANIS  
District Attorney of San Diego County

16  
17 Dated: April \_\_, 2008

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

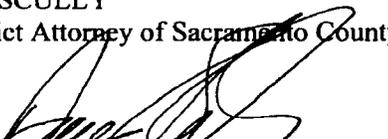
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19  
20 ROD PACHECO, District Attorney County  
of Riverside

21  
22 Dated: ~~April~~ May 5, 2008

By:   
STEPHANIE B. WEISSMAN,  
Senior Deputy District Attorney

23  
24  
25 JAN SCULLY  
District Attorney of Sacramento County

26  
27 Dated: April 30, 2008

By:   
DOUGLAS WHALEY  
Deputy District Attorney

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**FOR THE PLAINTIFF**

GREGORY D. TOTTEN  
Ventura County District Attorney

By:   
MITCHELL F. DISNEY  
Deputy District Attorney

Dated: April 29, 2008

EDWARD S. BERBERIAN  
Marin County District Attorney

Dated: April \_\_, 2008

By: ROBERT E. NICHOLS  
Deputy District Attorney

DEAN D. FLIPPO  
Monterey County District Attorney

Dated: April \_\_, 2008

By: STEVEN G. HOLETT  
Deputy District Attorney

TONY RACKAUCKUS  
District Attorney, County of Orange

Dated: April \_\_, 2008

By: WILLIAM FALLON  
Deputy District Attorney

JAMES P. WILLETT  
District Attorney, San Joaquin County

Dated: April \_\_, 2008

By: DAVID IREY  
Deputy District Attorney

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**FOR THE PLAINTIFF**

GREGORY D. TOTTEN  
Ventura County District Attorney

Dated: April \_\_, 2008

By: MITCHELL F. DISNEY  
Deputy District Attorney

EDWARD S. BERBERIAN  
Marin County District Attorney

Dated: April 29, 2008

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

DEAN D. FLIPPO  
Monterey County District Attorney

Dated: April \_\_, 2008

By: STEVEN G. HOLETT  
Deputy District Attorney

TONY RACKAUCKUS  
District Attorney, County of Orange

Dated: April \_\_, 2008

By: WILLIAM FALLON  
Deputy District Attorney

JAMES P. WILLETT  
District Attorney, San Joaquin County

Dated: April \_\_, 2008

By: DAVID IREY  
Deputy District Attorney

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**FOR THE PLAINTIFF**

**GREGORY D. TOTTEN**  
Ventura County District Attorney

Dated: April \_\_, 2008

By: **MITCHELL F. DISNEY**  
Deputy District Attorney

**EDWARD S. BERBERIAN**  
Marin County District Attorney

Dated: April \_\_, 2008

By: **ROBERT E. NICHOLS**  
Deputy District Attorney

**DEAN D. FLIPPO**  
Monterey County District Attorney

Dated: April 29, 2008

By:   
**STEVEN G. HOLETT**  
Deputy District Attorney

**TONY RACKAUCKUS**  
District Attorney, County of Orange

Dated: April \_\_, 2008

By: **WILLIAM FALLON**  
Deputy District Attorney

**JAMES P. WILLETT**  
District Attorney, San Joaquin County

Dated: April \_\_, 2008

By: **DAVID IREY**  
Deputy District Attorney

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**FOR THE PLAINTIFF**

GREGORY D. TOTTON  
Ventura County District Attorney

Dated: April \_\_, 2008

By: MITCHELL F. DISNEY  
Deputy District Attorney

EDWARD S. BERBERIAN  
Marin County District Attorney

Dated: April \_\_, 2008

By: ROBERT E. NICHOLS  
Deputy District Attorney

DEAN D. FLIPPO  
Monterey County District Attorney

Dated: April \_\_, 2008

By: STEVEN G. HOLETT  
Deputy District Attorney

TONY RACKAUCKUS  
District Attorney, County of Orange

Dated: April 29, 2008

By:   
WILLIAM FALLON  
Deputy District Attorney

JAMES P. WILLETT  
District Attorney, San Joaquin County

Dated: April \_\_, 2008

By: DAVID IREY  
Deputy District Attorney

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DAVID W. PAULSON  
District Attorney, Solano County

Dated: April \_\_, 2008

By:   
CRISELDA B. GONZALEZ  
Deputy District Attorney

THOMAS J. ORLOFF  
Alameda County District Attorney

Dated: April 21, 2008

By:   
KEN MIFSUD  
Deputy District Attorney

STEVE COOLEY  
Los Angeles County District Attorney

Dated: April \_\_, 2008

By: STANLEY WILLIAMS  
Deputy District Attorney

ROCKARD J. DELGADILLO  
Los Angeles City Attorney

Dated: April \_\_, 2008

By: PATTY BILGIN  
Deputy City Attorney

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DAVID W. PAULSON  
District Attorney, Solano County

Dated: April \_\_, 2008

By:  
CRISELDA B. GONZALEZ  
Deputy District Attorney

THOMAS J. ORLOFF  
Alameda County District Attorney

Dated: April \_\_, 2008

By:  
KEN MIFSUD  
Deputy District Attorney

STEVE COOLEY  
Los Angeles County District Attorney

Dated: April \_\_, 2008

By:  
STANLEY WILLIAMS  
Deputy District Attorney

ROCKARD J. DELGADILLO  
Los Angeles City Attorney

Dated: April 21, 2008

By:  
  
PATTY BILGIN  
Deputy City Attorney

1 **FOR THE DEFENDANT**

JIFFY LUBE INTERNATIONAL, INC.

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4 Dated: May \_\_, 2008

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

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MUNGER, TOLLES & OLSON LLP

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10 Dated: May \_\_, 2008

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

William D. Temko  
Attorney for Defendant Jiffy Lube  
International, Inc.

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**EXHIBIT A**

**CURRENT JIFFY LUBE OPERATED FACILITIES**

	<b>Address</b>	<b>City</b>
1.	960 UNIVERSITY AVE	BERKELEY
2.	2540 MERRYCHASE DR	CAMERON PARK
3.	3470 PALMER DR	CAMERON PARK
4.	1387 CAMDEN AVE	CAMPBELL
5.	535 W HAMILTON AVE	CAMPBELL
6.	2492 CASTRO VALLEY BLVD	CASTRO VALLEY
7.	7841 SUNRISE BLVD	CITRUS HEIGHTS
8.	4500 CLAYTON RD	CONCORD
9.	1219 CONCORD AVE	CONCORD
10.	2151 MONUMENT BLVD	CONCORD
11.	19480 STEVENS CREEK BLVD	CUPERTINO
12.	530 SAN RAMON VALLEY BLVD	DANVILLE
13.	7405 SHELDON RD	ELK GROVE
14.	9611 AUTO CENTER DR	ELK GROVE
15.	4160 SUNRISE BLVD	FAIR OAKS
16.	709 E BIDWELL ST	FOLSOM
17.	153 W JACKSON ST	HAYWARD
18.	3363 MT DIABLO BLVD	LAFAYETTE
19.	374 MILLER AVE	MILL VALLEY
20.	2415 FREMONT ST	MONTEREY
21.	865 ABREGO ST	MONTEREY
22.	500 W EL CAMINO REAL	MOUNTAIN VIEW
23.	1141 EL CAMINO REAL	MOUNTAIN VIEW
24.	39197 CEDAR BLVD	NEWARK
25.	6305 JARVIS AVE	NEWARK
26.	6709 WATT AVE	NORTH HIGHLANDS
27.	4800 WATT AVE	NORTH HIGHLANDS
28.	4201 MIDDLEFIELD RD	PALO ALTO
29.	4195 EL CAMINO REAL	PALO ALTO
30.	10796 OLSON DR	RANCHO CORDOVA
31.	10265 FOLSOM BLVD	RANCHO CORDOVA
32.	640 WHIPPLE AVE	REDWOOD CITY
33.	1640 FULTON AVE	SACRAMENTO
34.	2900 FLORIN RD	SACRAMENTO
35.	3424 NORTHGATE BLVD	SACRAMENTO
36.	3000 CAPITOL AVE	SACRAMENTO
37.	5464 FLORIN RD	SACRAMENTO

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	<b>Address</b>	<b>City</b>
38.	1601 ARDEN WAY	SACRAMENTO
39.	7712 STOCKTON BLVD	SACRAMENTO
40.	3447 MARCONI AVE	SACRAMENTO
41.	1580 EL CAMINO REAL	SAN BRUNO
42.	1030 EL CAMINO REAL	SAN CARLOS
43.	6099 GEARY BLVD	SAN FRANCISCO
44.	2030 VAN NESS AVE	SAN FRANCISCO
45.	403 SARATOGA AVE	SAN JOSE
46.	3497 STEVENS CREEK BLVD	SAN JOSE
47.	2302 ALMADEN RD	SAN JOSE
48.	1902 N CAPITOL AVE	SAN JOSE
49.	3606 CAMDEN AVE	SAN JOSE
50.	884 BLOSSOM HILL RD	SAN JOSE
51.	1030 SARATOGA AVE	SAN JOSE
52.	15015 HESPERIAN BLVD	SAN LEANDRO
53.	2517 S EL CAMINO REAL	SAN MATEO
54.	407 S DELAWARE ST	SAN MATEO
55.	2099 CAMINO RAMON	SAN RAMON
56.	2940 BOWERS AVE	SANTA CLARA
57.	2795 EL CAMINO REAL	SANTA CLARA
58.	1705 SOQUEL AVE	SANTA CRUZ
59.	999 W EL CAMINO REAL	SUNNYVALE
60.	4300 SONOMA BLVD	VALLEJO
61.	2702 N MAIN ST	WALNUT CREEK
62.	635 YGNACIO VALLEY RD	WALNUT CREEK
63.	2190 N BROADWAY	WALNUT CREEK

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**EXHIBIT B**

**CURRENT JIFFY LUBE FRANCHISES**

	<b>Address</b>	<b>City</b>
1.	29162 ROADSIDE DR	AGOURA HILLS
2.	1332 S FREMONT AVE	ALHAMBRA
3.	27832 ALISO CREEK RD	ALISO VIEJO
4.	2400 W BALL RD	ANAHEIM
5.	2505 E LINCOLN AVE	ANAHEIM
6.	2181 W LINCOLN AVE	ANAHEIM
7.	18737 US HIGHWAY 18	APPLE VALLEY
8.	20754 BEAR VALLEY RD	APPLE VALLEY
9.	5 W HUNTINGTON DR	ARCADIA
10.	495 GRAND AVE	ARROYO GRANDE
11.	7760 EL CAMINO REAL	ATASCADERO
12.	2679 FIRST ST	ATWATER
13.	808 E ALOSTA AVE	AZUSA
14.	2301 H ST	BAKERSFIELD
15.	1701 STINE RD	BAKERSFIELD
16.	7991 WHITE LN	BAKERSFIELD
17.	3208 CALIFORNIA AVE	BAKERSFIELD
18.	3727 AUBURN ST	BAKERSFIELD
19.	10160 ALONDRA BLVD	BELLFLOWER
20.	2026 COLUMBUS PKWY	BENICIA
21.	107 S VICTORY BLVD	BURBANK
22.	55 E DAILY DR	CAMARILLO
23.	20860 ROSCOE BLVD	CANOGA PARK
24.	20703 SOLEDAD CANYON RD	CANYON COUNTRY
25.	18533 VIA PRINCESSA	CANYON COUNTRY
26.	6021 PASEO DEL NORTE	CARLSBAD
27.	31525 RIDGE ROUTE RD	CASTAIC
28.	68815 RAMON RD	CATHEDRAL CITY
29.	36167 DATE PALM DR	CATHEDRAL CITY
30.	1218 MANGROVE AVE	CHICO
31.	2452 NOTRE DAME BLVD	CHICO
32.	4143 RIVERSIDE DR	CHINO
33.	13870 PEYTON DR	CHINO HILLS
34.	593 E ST	CHULA VISTA
35.	240 W ASHLAN AVE	CLOVIS
36.	84765 AVENUE FIFTY	COACHELLA
37.	1701 E WASHINGTON ST BLDG 100	COLTON

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	<b>Address</b>	<b>City</b>
38.	906 W 6TH ST	CORONA
39.	2255 FAIRVIEW RD	COSTA MESA
40.	375 BRISTOL ST	COSTA MESA
41.	300 E 17TH ST	COSTA MESA
42.	2175 NEWPORT BLVD	COSTA MESA
43.	21008 E ARROW HWY	COVINA
44.	5829 ADAMS BLVD	CULVER CITY
45.	4942 LINCOLN AVE	CYPRESS
46.	1625 RESEARCH PARK DR	DAVIS
47.	13418 PALM DR	DESERT HOT SPRINGS
48.	2845 S DIAMOND BAR BLVD	DIAMOND BAR
49.	12556 LAKEWOOD BLVD	DOWNEY
50.	7501 FIRESTONE BLVD	DOWNEY
51.	539 N 2ND ST	EL CAJON
52.	1621 N MAGNOLIA AVE	EL CAJON
53.	4616 POST ST	EL DORADO HILLS
54.	221 N EL CAMINO REAL	ENCINITAS
55.	17717 VENTURA BLVD	ENCINO
56.	314 W EL NORTE PKWY	ESCONDIDO
57.	1330 HOLIDAY LN	FAIRFIELD
58.	707 W VENTURA ST	FILLMORE
59.	8893 SIERRA AVE	FONTANA
60.	3896 N BLACKSTONE AVE	FRESNO
61.	5316 W SPRUCE AVE	FRESNO
62.	10340 TWIN CITIES RD	GALT
63.	13950 HARBOR BLVD	GARDEN GROVE
64.	16616 S VERMONT AVE	GARDENA
65.	701 1ST ST	GILROY
66.	202 S GLENDALE AVE	GLENDALE
67.	6015 HOLLISTER AVE	GOLETA
68.	12800 HAWTHORNE BLVD	HAWTHORNE
69.	330 N SANDERSON AVE	HEMET
70.	16701 MAIN ST	HESPERIA
71.	17177 BEAR VALLEY RD	HESPERIA
72.	3601 HIGHLAND AVE	HIGHLAND
73.	8971 WARNER AVE	HUNTINGTON BEACH
74.	9032 ADAMS AVE	HUNTINGTON BEACH
75.	81088 US HIGHWAY 111	INDIO
76.	8777 IRVINE CENTER DR	IRVINE

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	<b>Address</b>	<b>City</b>
77.	3080 MAIN ST	IRVINE
78.	2304 FOOTHILL BLVD	LA CANADA FLINTRIDGE
79.	1200 W LA HABRA BLVD	LA HABRA
80.	6860 LA JOLLA BLVD	LA JOLLA
81.	5540 LAKE MURRAY BLVD	LA MESA
82.	1020 N HACIENDA BLVD	LA PUENTE
83.	78988 US HIGHWAY 111	LA QUINTA
84.	311 SUMMERHILL DR	LAKE ELSINORE
85.	20781 LAKE FOREST DR	LAKE FOREST
86.	5533 SOUTH ST	LAKESWOOD
87.	43750 15TH ST W	LANCASTER
88.	500 E KETTLEMAN LN	LODI
89.	2271 PACIFIC COAST HWY	LOMITA
90.	503 N H ST	LOMPOC
91.	4155 LONG BEACH BLVD	LONG BEACH
92.	525 E PACIFIC COAST HWY	LONG BEACH
93.	5630 E 7TH ST	LONG BEACH
94.	3311 KATELLA AVE	LOS ALAMITOS
95.	700 NORTH LA BREA AVE	LOS ANGELES
96.	3061 OVERLAND AVE	LOS ANGELES
97.	11001 SANTA MONICA BLVD	LOS ANGELES
98.	4777 W PICO BLVD	LOS ANGELES
99.	2157 W MANCHESTER AVE	LOS ANGELES
100.	4020 W SUNSET BLVD	LOS ANGELES
101.	9901 STATE ST	LYNWOOD
102.	1119 N SEPULVEDA BLVD	MANHATTAN BEACH
103.	1130 N MAIN ST	MANTECA
104.	229 E ST	MARYSVILLE
105.	200 E YOSEMITE AVE	MERCED
106.	1440 V ST	MERCED
107.	27240 LA PAZ RD	MISSION VIEJO
108.	3927 MCHENRY AVE	MODESTO
109.	1701 YOSEMITE BLVD	MODESTO
110.	1101 WASHINGTON BLVD	MONTEBELLO
111.	797 W LOS ANGELES AVE	MOORPARK
112.	12300 HEACOCK ST	MORENO VALLEY
113.	603 LINCOLN AVE	NAPA
114.	1520 W COAST HWY	NEWPORT BEACH
115.	2925 HAMNER AVE	NORCO
116.	18503 DEVONSHIRE ST	NORTHRIDGE

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	<b>Address</b>	<b>City</b>
117.	9500 RESEDA BLVD	NORTHRIDGE
118.	146 N 6TH AVE	OAKDALE
119.	1970 OCEANSIDE BLVD	OCEANSIDE
120.	4106 OCEANSIDE BLVD	OCEANSIDE
121.	4567 MILLS CIR	ONTARIO
122.	11195 S CENTRAL AVE	ONTARIO
123.	2560 S VINEYARD AVE	ONTARIO
124.	433 W KATELLA AVE	ORANGE
125.	1450 ORO DAM BLVD E	OROVILLE
126.	101 W ESPLANADE DR	OXNARD
127.	611 S ROSE AVE	OXNARD
128.	42275 WASHINGTON ST	PALM DESERT
129.	72499 FRED WARING DR	PALM DESERT
130.	37140 25TH ST E	PALMDALE
131.	1040 W RANCHO VISTA BLVD	PALMDALE
132.	6420 CLARK RD	PARADISE
133.	1420 E WALNUT ST	PASADENA
134.	3200 E COLORADO BLVD	PASADENA
135.	1603 E COLORADO BLVD	PASADENA
136.	200 OAK HILL ROAD	PASO ROBLES
137.	2880 N GAREY AVE	POMONA
138.	13409 POWAY RD	POWAY
139.	41948 50TH ST W	QUARTZ HILL
140.	12589 FOOTHILL BLVD	RANCHO CUCAMONGA
141.	23041 ANTONIO PKWY	RANCHO SANTA MARGARITA
142.	190 MAIN ST	RED BLUFF
143.	905 HARTNELL AVE	REDDING
144.	125 E CYPRESS AVE	REDDING
145.	2123 MARKET ST	REDDING
146.	1667 W REDLANDS BLVD	REDLANDS
147.	7558 N RESEDA BLVD	RESEDA
148.	2634 E ALESSANDRO BLVD	RIVERSIDE
149.	3693 LA SIERRA AVE	RIVERSIDE
150.	6070 STANFORD RANCH RD	ROCKLIN
151.	1481 SOUTHWEST BLVD	ROHNERT PARK
152.	3100 SIERRA HWY	ROSAMOND
153.	9655 VALLEY BLVD	ROSEMEAD
154.	18456 COLIMA RD	ROWLAND HEIGHTS
155.	228 N MAIN ST	SALINAS
156.	567 W HIGHLAND AVE	SAN BERNARDINO

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	<b>Address</b>	<b>City</b>
157.	4304 UNIVERSITY PKWY	SAN BERNARDINO
158.	2651 GARNET AVE	SAN DIEGO
159.	3775 ROSECRANS ST	SAN DIEGO
160.	6696 MIRAMAR RD	SAN DIEGO
161.	7207 CLAIREMONT MESA BLVD	SAN DIEGO
162.	1574 PALM AVE	SAN DIEGO
163.	1005 B ST	SAN DIEGO
164.	3982 CONVOY ST	SAN DIEGO
165.	5813 EL CAJON BLVD	SAN DIEGO
166.	12472 RANCHO BERNARDO RD	SAN DIEGO
167.	11541 LAUREL CANYON BLVD	SAN FERNANDO
168.	635 S STATE ST	SAN JACINTO
169.	110 HIGUERA ST	SAN LUIS OBISPO
170.	765 W SAN MARCOS BLVD	SAN MARCOS
171.	218 S RANCHO SANTA FE RD	SAN MARCOS
172.	2025 N TUSTIN AVE	SANTA ANA
173.	932 DE LA VINA ST	SANTA BARBARA
174.	1860 S BROADWAY	SANTA MARIA
175.	2344 PICO BLVD	SANTA MONICA
176.	14103 VENTURA BLVD	SHERMAN OAKS
177.	1515 E LOS ANGELES AVE	SIMI VALLEY
178.	4426 E LOS ANGELES AVE	SIMI VALLEY
179.	24842 WEST PICO CANYON RD	STEVENSON RANCH
180.	1648 E HAMMER LN	STOCKTON
181.	4715 WEST LN	STOCKTON
182.	10867 PENROSE ST	SUN VALLEY
183.	15000 OLIVE VIEW DR	SYLMAR
184.	19360 VENTURA BLVD	TARZANA
185.	550 TUCKER RD	TEHACHAPI
186.	30690 RANCHO CALIFORNIA RD	TEMECULA
187.	2905 E THOUSAND OAKS BLVD	THOUSAND OAKS
188.	1695 E THOUSAND OAKS BLVD	THOUSAND OAKS
189.	5340 W 190TH ST	TORRANCE
190.	3209 W 190TH ST	TORRANCE
191.	1613 SEPULVEDA BLVD	TORRANCE
192.	3087 EDINGER AVE	TUSTIN
193.	71617 29 PALMS HWY	TWENTYNINE PALMS
194.	1379 E FOOTHILL BLVD	UPLAND
195.	1640 W FOOTHILL BLVD	UPLAND

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	<b>Address</b>	<b>City</b>
196.	810 MERCHANT ST	VACAVILLE
197.	15300 VICTORY BLVD	VAN NUYS
198.	1098 E THOMPSON BLVD	VENTURA
199.	15180 BEAR VALLEY RD	VICTORVILLE
200.	1213 E VISTA WAY	VISTA
201.	8525 S SEPULVEDA BLVD	WESTCHESTER
202.	6011 WESTMINSTER BLVD	WESTMINSTER
203.	14180 LAMBERT RD	WHITTIER
204.	11705 COLIMA RD	WHITTIER
205.	16751 YORBA LINDA BLVD	YORBA LINDA
206.	1331 BRIDGE ST	YUBA CITY
207.	660 COLUSA AVE	YUBA CITY
208.	34795 YUCAIPA BLVD	YUCAIPA
209.	56982 29 PALMS HWY	YUCCA VALLEY

**EXHIBIT C**

**RELEASED FACILITIES**

	<b>Address</b>	<b>City</b>
1.	29162 ROADSIDE DR	AGOURA HILLS
2.	1332 S FREMONT AVE	ALHAMBRA
3.	27832 ALISO CREEK RD	ALISO VIEJO
4.	1440 W LINCOLN AVE	ANAHEIM
5.	2181 W LINCOLN AVE	ANAHEIM
6.	2400 W BALL RD	ANAHEIM
7.	2505 E LINCOLN AVE	ANAHEIM
8.	18737 US HIGHWAY 18	APPLE VALLEY
9.	20754 BEAR VALLEY RD	APPLE VALLEY
10.	5 W HUNTINGTON DR	ARCADIA
11.	495 GRAND AVE	ARROYO GRANDE
12.	7760 EL CAMINO REAL	ATASCADERO
13.	2679 FIRST ST	ATWATER
14.	808 E ALOSTA AVE	AZUSA
15.	1701 STINE RD	BAKERSFIELD
16.	2301 H ST	BAKERSFIELD
17.	3208 CALIFORNIA AVE	BAKERSFIELD
18.	3727 AUBURN ST	BAKERSFIELD
19.	7991 WHITE LN	BAKERSFIELD
20.	1560 E 6TH ST	BEAUMONT
21.	10160 ALONDRA BLVD	BELLFLOWER
22.	2026 COLUMBUS PKWY	BENICIA
23.	960 UNIVERSITY AVE	BERKELEY
24.	107 S VICTORY BLVD	BURBANK
25.	55 E DAILY DR	CAMARILLO
26.	274 ARNEILL RD	CAMARILLO
27.	2540 MERRYCHASE DR	CAMERON PARK
28.	3470 PALMER DR	CAMERON PARK
29.	535 W HAMILTON AVE	CAMPBELL
30.	1387 CAMDEN AVE	CAMPBELL
31.	20860 ROSCOE BLVD	CANOGA PARK
32.	18533 VIA PRINCESSA	CANYON COUNTRY
33.	20703 SOLEDAD CANYON RD	CANYON COUNTRY
34.	6021 PASEO DEL NORTE	CARLSBAD
35.	31525 RIDGE ROUTE RD	CASTAIC
36.	2492 CASTRO VALLEY BLVD	CASTRO VALLEY
37.	36167 DATE PALM DR	CATHEDRAL CITY
38.	68279 E PALM CANYON DR	CATHEDRAL CITY

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	<b>Address</b>	<b>City</b>
39.	68815 RAMON RD	CATHEDRAL CITY
40.	1218 MANGROVE AVE	CHICO
41.	2452 NOTRE DAME BLVD	CHICO
42.	4143 RIVERSIDE DR	CHINO
43.	13870 PEYTON DR	CHINO HILLS
44.	593 E ST	CHULA VISTA
45.	5900 SUNRISE MALL	CITRUS HEIGHTS
46.	7841 SUNRISE BLVD	CITRUS HEIGHTS
47.	240 W ASHLAN AVE	CLOVIS
48.	84765 AVENUE FIFTY	COACHELLA
49.	1701 E WASHINGTON ST BLDG 100	COLTON
50.	1001 WILLOW PASS RD	CONCORD
51.	1219 CONCORD AVE	CONCORD
52.	2151 MONUMENT BLVD	CONCORD
53.	4500 CLAYTON RD	CONCORD
54.	906 W 6TH ST	CORONA
55.	300 E 17TH ST	COSTA MESA
56.	375 BRISTOL ST	COSTA MESA
57.	2175 NEWPORT BLVD	COSTA MESA
58.	2255 FAIRVIEW RD	COSTA MESA
59.	21008 E ARROW HWY	COVINA
60.	5829 ADAMS BLVD	CULVER CITY
61.	10101 N WOLFE RD	CUPERTINO
62.	19480 STEVENS CREEK BLVD	CUPERTINO
63.	4942 LINCOLN AVE	CYPRESS
64.	6427 BALL RD	CYPRESS
65.	530 SAN RAMON VALLEY BLVD	DANVILLE
66.	1625 RESEARCH PARK DR	DAVIS
67.	13418 PALM DR	DESERT HOT SPRINGS
68.	2845 S DIAMOND BAR BLVD	DIAMOND BAR
69.	7501 FIRESTONE BLVD	DOWNEY
70.	12556 LAKEWOOD BLVD	DOWNEY
71.	539 N 2ND ST	EL CAJON
72.	1621 N MAGNOLIA AVE	EL CAJON
73.	4616 POST ST	EL DORADO HILLS
74.	7405 SHELDON RD	ELK GROVE
75.	9611 AUTO CENTER DR	ELK GROVE
76.	221 N EL CAMINO REAL	ENCINITAS
77.	17717 VENTURA BLVD	ENCINO
78.	314 W EL NORTE PKWY	ESCONDIDO
79.	4160 SUNRISE BLVD	FAIR OAKS

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	<b>Address</b>	<b>City</b>
80.	1330 HOLIDAY LN	FAIRFIELD
81.	1549 GATEWAY BLVD	FAIRFIELD
82.	707 W VENTURA ST	FILLMORE
83.	709 E BIDWELL ST	FOLSOM
84.	8893 SIERRA AVE	FONTANA
85.	41071 ROBERTS AVE	FREMONT
86.	3896 N BLACKSTONE AVE	FRESNO
87.	5316 W SPRUCE AVE	FRESNO
88.	10340 TWIN CITIES RD	GALT
89.	13162 BROOKHURST ST	GARDEN GROVE
90.	13950 HARBOR BLVD	GARDEN GROVE
91.	16616 S VERMONT AVE	GARDENA
92.	701 1ST ST	GILROY
93.	202 S GLENDALE AVE	GLENDALE
94.	6015 HOLLISTER AVE	GOLETA
95.	12800 HAWTHORNE BLVD	HAWTHORNE
96.	153 W JACKSON ST	HAYWARD
97.	330 N SANDERSON AVE	HEMET
98.	16701 MAIN ST	HESPERIA
99.	17177 BEAR VALLEY RD	HESPERIA
100.	3601 HIGHLAND AVE	HIGHLAND
101.	8971 WARNER AVE	HUNTINGTON BEACH
102.	9032 ADAMS AVE	HUNTINGTON BEACH
103.	81088 US HIGHWAY 111	INDIO
104.	3080 MAIN ST	IRVINE
105.	8777 IRVINE CENTER DR	IRVINE
106.	2304 FOOTHILL BLVD	LA CANADA FLINTRIDGE
107.	461 E IMPERIAL HWY	LA HABRA
108.	1200 W LA HABRA BLVD	LA HABRA
109.	6860 LA JOLLA BLVD	LA JOLLA
110.	5540 LAKE MURRAY BLVD	LA MESA
111.	1020 N HACIENDA BLVD	LA PUENTE
112.	78988 US HIGHWAY 111	LA QUINTA
113.	3363 MT DIABLO BLVD	LAFAYETTE
114.	311 SUMMERHILL DR	LAKE ELSINORE
115.	20781 LAKE FOREST DR	LAKE FOREST
116.	5533 SOUTH ST	LAKWOOD
117.	43750 15TH ST W	LANCASTER
118.	45181 FERN AVE	LANCASTER
119.	500 E KETTLEMAN LN	LODI
120.	2271 PACIFIC COAST HWY	LOMITA

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	Address	City
121.	503 N H ST	LOMPOC
122.	525 E PACIFIC COAST HWY	LONG BEACH
123.	4155 LONG BEACH BLVD	LONG BEACH
124.	5630 E 7TH ST	LONG BEACH
125.	3311 KATELLA AVE	LOS ALAMITOS
126.	700 NORTH LA BREA AVE	LOS ANGELES
127.	2157 W MANCHESTER AVE	LOS ANGELES
128.	3061 OVERLAND AVE	LOS ANGELES
129.	4020 W SUNSET BLVD	LOS ANGELES
130.	4701 W PICO BLVD	LOS ANGELES
131.	4777 W PICO BLVD	LOS ANGELES
132.	11001 SANTA MONICA BLVD	LOS ANGELES
133.	9901 STATE ST	LYNWOOD
134.	1119 N SEPULVEDA BLVD	MANHATTAN BEACH
135.	1130 N MAIN ST	MANTECA
136.	229 E ST	MARYSVILLE
137.	200 E YOSEMITE AVE	MERCED
138.	1440 V ST	MERCED
139.	374 MILLER AVE	MILL VALLEY
140.	27240 LA PAZ RD	MISSION VIEJO
141.	100 VINTAGE FAIRE MALL	MODESTO
142.	1701 YOSEMITE BLVD	MODESTO
143.	3927 MCHENRY AVE	MODESTO
144.	1101 WASHINGTON BLVD	MONTEBELLO
145.	865 ABREGO ST	MONTEREY
146.	2415 FREMONT ST	MONTEREY
147.	797 W LOS ANGELES AVE	MOORPARK
148.	12300 HEACOCK ST	MORENO VALLEY
149.	500 W EL CAMINO REAL	MOUNTAIN VIEW
150.	1141 EL CAMINO REAL	MOUNTAIN VIEW
151.	603 LINCOLN AVE	NAPA
152.	6000 MOWRY AVE	NEWARK
153.	6305 JARVIS AVE	NEWARK
154.	39197 CEDAR BLVD	NEWARK
155.	1520 W COAST HWY	NEWPORT BEACH
156.	2925 HAMNER AVE	NORCO
157.	4800 WATT AVE	NORTH HIGHLANDS
158.	6709 WATT AVE	NORTH HIGHLANDS
159.	9325 RESEDA BLVD	NORTHRIDGE
160.	9500 RESEDA BLVD	NORTHRIDGE
161.	18503 DEVONSHIRE ST	NORTHRIDGE

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	<b>Address</b>	<b>City</b>
162.	146 N 6TH AVE	OAKDALE
163.	1970 OCEANSIDE BLVD	OCEANSIDE
164.	4106 OCEANSIDE BLVD	OCEANSIDE
165.	2560 S VINEYARD AVE	ONTARIO
166.	4567 MILLS CIR	ONTARIO
167.	11195 S CENTRAL AVE	ONTARIO
168.	433 W KATELLA AVE	ORANGE
169.	9286 GREENBACK LN	ORANGEVALE
170.	1450 ORO DAM BLVD E	OROVILLE
171.	101 W ESPLANADE DR	OXNARD
172.	611 S ROSE AVE	OXNARD
173.	42275 WASHINGTON ST	PALM DESERT
174.	72499 FRED WARING DR	PALM DESERT
175.	1040 W RANCHO VISTA BLVD	PALMDALE
176.	37140 25TH ST E	PALMDALE
177.	4195 EL CAMINO REAL	PALO ALTO
178.	4201 MIDDLEFIELD RD	PALO ALTO
179.	6420 CLARK RD	PARADISE
180.	1420 E WALNUT ST	PASADENA
181.	1603 E COLORADO BLVD	PASADENA
182.	3200 E COLORADO BLVD	PASADENA
183.	200 OAK HILL ROAD	PASO ROBLES
184.	2880 N GAREY AVE	POMONA
185.	13409 POWAY RD	POWAY
186.	41948 50TH ST W	QUARTZ HILL
187.	10265 FOLSOM BLVD	RANCHO CORDOVA
188.	10796 OLSON DR	RANCHO CORDOVA
189.	12589 FOOTHILL BLVD	RANCHO CUCAMONGA
190.	23041 ANTONIO PKWY	RANCHO SANTA MARGARITA
191.	190 MAIN ST	RED BLUFF
192.	125 E CYPRESS AVE	REDDING
193.	905 HARTNELL AVE	REDDING
194.	2123 MARKET ST	REDDING
195.	1667 W REDLANDS BLVD	REDLANDS
196.	640 WHIPPLE AVE	REDWOOD CITY
197.	6928 RESEDA BLVD	RESEDA
198.	7558 N RESEDA BLVD	RESEDA
199.	2300 HILLTOP MALL RD	RICHMOND
200.	2634 E ALESSANDRO BLVD	RIVERSIDE
201.	3693 LA SIERRA AVE	RIVERSIDE
202.	6070 STANFORD RANCH RD	ROCKLIN

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	<b>Address</b>	<b>City</b>
203.	1481 SOUTHWEST BLVD	ROHNERT PARK
204.	3100 SIERRA HWY	ROSAMOND
205.	9655 VALLEY BLVD	ROSEMEAD
206.	18456 COLIMA RD	ROWLAND HEIGHTS
207.	1601 ARDEN WAY	SACRAMENTO
208.	1640 FULTON AVE	SACRAMENTO
209.	2900 FLORIN RD	SACRAMENTO
210.	3000 CAPITOL AVE	SACRAMENTO
211.	3424 NORTHGATE BLVD	SACRAMENTO
212.	3447 MARCONI AVE	SACRAMENTO
213.	4095 POWER INN RD	SACRAMENTO
214.	4904 MACK RD	SACRAMENTO
215.	5154 AUBURN BLVD	SACRAMENTO
216.	5464 FLORIN RD	SACRAMENTO
217.	5736 STOCKTON BLVD	SACRAMENTO
218.	7712 STOCKTON BLVD	SACRAMENTO
219.	228 N MAIN ST	SALINAS
220.	1100 NORTHRIDGE SHOPPING CTR	SALINAS
221.	567 W HIGHLAND AVE	SAN BERNARDINO
222.	4304 UNIVERSITY PKWY	SAN BERNARDINO
223.	1580 EL CAMINO REAL	SAN BRUNO
224.	1030 EL CAMINO REAL	SAN CARLOS
225.	1005 B ST	SAN DIEGO
226.	1574 PALM AVE	SAN DIEGO
227.	2651 GARNET AVE	SAN DIEGO
228.	3775 ROSECRANS ST	SAN DIEGO
229.	3982 CONVOY ST	SAN DIEGO
230.	5813 EL CAJON BLVD	SAN DIEGO
231.	6696 MIRAMAR RD	SAN DIEGO
232.	7207 CLAIREMONT MESA BLVD	SAN DIEGO
233.	12472 RANCHO BERNARDO RD	SAN DIEGO
234.	12911 EL CAMINO REAL	SAN DIEGO
235.	11471 LAUREL CANYON BLVD	SAN FERNANDO
236.	11541 LAUREL CANYON BLVD	SAN FERNANDO
237.	300 7TH ST	SAN FRANCISCO
238.	2030 VAN NESS AVE	SAN FRANCISCO
239.	6099 GEARY BLVD	SAN FRANCISCO
240.	635 S STATE ST	SAN JACINTO
241.	403 SARATOGA AVE	SAN JOSE
242.	884 BLOSSOM HILL RD	SAN JOSE
243.	1030 SARATOGA AVE	SAN JOSE

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	Address	City
244.	1902 N CAPITOL AVE	SAN JOSE
245.	2180 TULLY RD	SAN JOSE
246.	2302 ALMADEN RD	SAN JOSE
247.	3497 STEVENS CREEK BLVD	SAN JOSE
248.	3606 CAMDEN AVE	SAN JOSE
249.	15015 HESPERIAN BLVD	SAN LEANDRO
250.	110 HIGUERA ST	SAN LUIS OBISPO
251.	218 S RANCHO SANTA FE RD	SAN MARCOS
252.	765 W SAN MARCOS BLVD	SAN MARCOS
253.	407 S DELAWARE ST	SAN MATEO
254.	2517 S EL CAMINO REAL	SAN MATEO
255.	9000 NORTHGATE MALL	SAN RAFAEL
256.	2099 CAMINO RAMON	SAN RAMON
257.	2025 N TUSTIN AVE	SANTA ANA
258.	932 DE LA VINA ST	SANTA BARBARA
259.	2795 EL CAMINO REAL	SANTA CLARA
260.	2940 BOWERS AVE	SANTA CLARA
261.	3478 HOMESTEAD RD	SANTA CLARA
262.	1705 SOQUEL AVE	SANTA CRUZ
263.	4015 CAPITOLA RD	SANTA CRUZ
264.	501 S BROADWAY	SANTA MARIA
265.	1860 S BROADWAY	SANTA MARIA
266.	2344 PICO BLVD	SANTA MONICA
267.	14103 VENTURA BLVD	SHERMAN OAKS
268.	1515 E LOS ANGELES AVE	SIMI VALLEY
269.	4426 E LOS ANGELES AVE	SIMI VALLEY
270.	24842 WEST PICO CANYON RD	STEVENSON RANCH
271.	1648 E HAMMER LN	STOCKTON
272.	4715 WEST LN	STOCKTON
273.	6220 PACIFIC AVE	STOCKTON
274.	10867 PENROSE ST	SUN VALLEY
275.	999 W EL CAMINO REAL	SUNNYVALE
276.	15000 OLIVE VIEW DR	SYLMAR
277.	19360 VENTURA BLVD	TARZANA
278.	550 TUCKER RD	TEHACHAPI
279.	30690 RANCHO CALIFORNIA RD	TEMECULA
280.	1695 E THOUSAND OAKS BLVD	THOUSAND OAKS
281.	2905 E THOUSAND OAKS BLVD	THOUSAND OAKS
282.	1613 SEPULVEDA BLVD	TORRANCE
283.	3209 W 190TH ST	TORRANCE
284.	5340 W 190TH ST	TORRANCE

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	<b>Address</b>	<b>City</b>
285.	3087 EDINGER AVE	TUSTIN
286.	71617 29 PALMS HWY	TWENTYNINE PALMS
287.	1379 E FOOTHILL BLVD	UPLAND
288.	1640 W FOOTHILL BLVD	UPLAND
289.	810 MERCHANT ST	VACAVILLE
290.	4300 SONOMA BLVD	VALLEJO
291.	15300 VICTORY BLVD	VAN NUYS
292.	1098 E THOMPSON BLVD	VENTURA
293.	15180 BEAR VALLEY RD	VICTORVILLE
294.	1213 E VISTA WAY	VISTA
295.	856 NOGALES AVE	WALNUT
296.	635 YGNACIO VALLEY RD	WALNUT CREEK
297.	2190 N BROADWAY	WALNUT CREEK
298.	2702 N MAIN ST	WALNUT CREEK
299.	8525 S SEPULVEDA BLVD	WESTCHESTER
300.	6011 WESTMINSTER BLVD	WESTMINSTER
301.	11705 COLIMA RD	WHITTIER
302.	14180 LAMBERT RD	WHITTIER
303.	16751 YORBA LINDA BLVD	YORBA LINDA
304.	660 COLUSA AVE	YUBA CITY
305.	1235 COLUSA AVE	YUBA CITY
306.	1331 BRIDGE ST	YUBA CITY
307.	34795 YUCAIPA BLVD	YUCAIPA
308.	56982 29 PALMS HWY	YUCCA VALLEY

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**EXHIBIT D**

**SANTA CLARA COUNTY FACILITIES**

	<b>Address</b>	<b>City</b>
1.	1387 CAMDEN AVENUE	CAMPBELL
2.	535 WEST HAMILTON AVENUE	CAMPBELL
3.	19480 STEVENS CREEK BOULEVARD	CUPERTINO
4.	500 WEST EL CAMINO REAL	MOUNTAIN VIEW
5.	1141 EL CAMINO REAL	MOUNTAIN VIEW
6.	4201 MIDDLEFIELD ROAD	PALO ALTO
7.	4195 EL CAMINO REAL	PALO ALTO
8.	403 SARATOGA AVENUE	SAN JOSE
9.	3497 STEVENS CREEK BOULEVARD	SAN JOSE
10.	2302 ALMADEN ROAD	SAN JOSE
11.	1902 NORTH CAPITOL AVENUE	SAN JOSE
12.	3606 CAMDEN AVENUE	SAN JOSE
13.	884 BLOSSOM HILL ROAD	SAN JOSE
14.	1030 SARATOGA AVENUE	SAN JOSE
15.	2940 BOWERS AVENUE	SANTA CLARA
16.	2795 EL CAMINO REAL	SANTA CLARA
17.	999 WEST EL CAMINO REAL	SUNNYVALE

EXHIBIT E

Dear Franchisee,

Jiffy Lube International hereby reminds you that your Franchise Agreement requires compliance with all environmental laws. Failure to comply with environmental laws will result in a notice of default; failure to cure such default within 30 days may result in termination of the Franchise Agreement. In the event that a violation of environmental requirements threatens public health or safety, Jiffy Lube can terminate the franchise agreement without an opportunity to cure.

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1 **EXHIBIT F**

2 The Attorney General's Office shall distribute the \$ 500,000.00 as follows.

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4	<b>NO.</b>	<b>PAYEE</b>	<b>AMOUNT DUE</b>	
5	1.	Alameda County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
6	2.	Attorney General's Office	\$ 70,000.00	to reimburse costs of investigation and prosecution
7	3.	L.A. County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
8	4.	L.A. City Attorney	\$ 10,000.00	as penalties pursuant to B&P Code 17206 (f)
9	5.	Marin County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
10	6.	Monterey County District Attorney	\$ 3,200.00	as penalties pursuant to B&P Code § 17206
11	7.	Monterey County Environmental Health Department	\$ 6,800.00	as costs
12	8.	Orange County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
13	9.	Riverside County District Attorney	\$ 80,000.00	as penalties to be deposited in the Consumer Protection Prosecution Account pursuant to B&P Code § 17206
14	10.	Sacramento County Environmental Health Division	\$ 30,000.00	as costs
15	11.	Sacramento County Environmental Health Division	\$ 60,000.00	as penalties pursuant to H&S Code § 25515.2
16	12.	Sacramento County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
17	13.	Sacramento County District Attorney Hazardous Materials Trust Fund	\$ 60,000.00	as penalties pursuant to H&S Code § 25515.2

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NO.	PAYEE	AMOUNT DUE	
14.	Sacramento County	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
15.	San Bernardino County District Attorney	\$ 80,000.00	as penalties pursuant to B&P Code § 17206
16.	San Diego County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
17.	San Joaquin County District Attorney	\$ 10,000.00	as costs
18.	Solano County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
19.	Ventura County District Attorney	\$ 7,985.50	as penalties pursuant to B&P Code § 17206
20.	Ventura County Environmental Health Division	\$ 2,014.50	as costs

# EXHIBIT G

1 EDMUND G. BROWN JR. Attorney General  
of the State of California  
2 SALLY KNOX  
Supervising Deputy Attorney General  
3 WILLIAM BRIEGER, SBN 121346  
Deputy Attorney General  
4 P. O. Box 944255  
Sacramento, California 94244-2550  
5 Telephone: (916) 324-2512  
Facsimile: (916) 327-2319  
6

7 Attorneys for Plaintiff, PEOPLE OF THE STATE OF CALIFORNIA  
and EDMUND G. BROWN JR. Attorney General of the State of California  
8

9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE COUNTY OF SACRAMENTO  
11

12 PEOPLE OF THE STATE OF  
CALIFORNIA,

13 Plaintiff,

14 vs.

15 JIFFY LUBE INTERNATIONAL, INC.,

16 Defendant.  
17

CASE NO.

[PROPOSED] FINAL JUDGMENT AND  
INJUNCTION

18  
19 Pursuant to stipulation between the parties hereto, Plaintiff, the PEOPLE OF THE  
20 STATE OF CALIFORNIA (“Plaintiff”), and the Defendant, JIFFY LUBE  
21 INTERNATIONAL, INC. (“Jiffy Lube”), agreed to resolve this action and all allegations  
22 raised in the Complaint on file in this case without litigation. Accordingly, Plaintiff and Jiffy  
23 Lube have further stipulated that this Final Judgment and Injunction (“Final Judgment”) may  
24 be entered without taking any evidence, and without the trial or adjudication of any issue of  
25 law or fact. For purposes of this Final Judgment, Plaintiff and Jiffy Lube shall be referred to  
26 collectively as “Parties” and individually as “Party.” The Parties have waived their rights of  
27 appeal and have approved this Final Judgment as to form and content.  
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**1. INTRODUCTION**

Plaintiff investigated whether Jiffy Lube oil change facilities in the State of California were in violation of certain environmental laws, including California’s Hazardous Waste Control Law, Health & Safety Code section 25100 et seq., and California’s Hazardous Materials Management laws, Health & Safety Code section 25500 et seq. Jiffy Lube voluntarily disclosed voluminous records pertaining to the ownership and operation of Jiffy Lube oil change facilities in the State of California in response first to an informal request for production and then to a subpoena issued by the Attorney General of the State of California (“Attorney General”), in coordination with the District Attorneys for the Counties of Alameda, Los Angeles, Marin, Monterey, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Joaquin, Solano, and Ventura, and the Los Angeles City Attorney.

Plaintiff’s investigation found violations of requirements for managing used and unused motor oil and antifreeze at certain Jiffy Lube facilities in California. Jiffy Lube does not admit the accuracy of these findings. Plaintiff filed a civil complaint (the “Complaint”) in Sacramento County Superior Court against Jiffy Lube. The Complaint alleges that Jiffy Lube has failed properly to manage used and unused motor oil and used and unused antifreeze at certain facilities operated by Jiffy Lube in California in violation of the California Health and Safety Code and the Business & Professions Code. The facilities operated by Jiffy Lube in California as of January 31, 2008 (hereinafter collectively referred to as the “Current Jiffy Lube Operated Facilities”) are listed on Exhibit “A” hereto. The word “current” is used in its normal sense, such that future obligations imposed by this Final Judgment on “Current Jiffy Lube Operated Facilities” do not apply to a facility listed on Exhibit A that has been, by the pertinent future time, sold at arm’s length to a third party not owned or operated by Jiffy Lube. The Complaint also alleges that Jiffy Lube has control over franchises owned by third parties, and, because it failed to exercise appropriate control, is liable for the failure to properly manage used and unused motor oil and used and unused antifreeze at those Jiffy Lube franchises. The Jiffy Lube franchise operations in the State of California existing as of January 31, 2008 (hereinafter collectively referred to as the “Current Jiffy Lube Franchises”) are listed on Exhibit “B” hereto. The word “current” is used in

1 its normal sense, such that future obligations imposed by this Final Judgment on “Current Jiffy  
2 Lube Franchises” do not apply to a facility listed on Exhibit B that is, at the pertinent future time,  
3 no longer in a franchisor-franchisee relationship with Jiffy Lube or a related party. The facilities  
4 in California operated by Jiffy Lube on or before January 31, 2008, as well as the Jiffy Lube  
5 franchise operations in California operating on or before January 31, 2008, are listed on  
6 Exhibit “C” hereto (hereinafter collectively referred to as the “Released Facilities”). Jiffy Lube  
7 has not been required to answer Plaintiff’s Complaint, but does not admit the allegations in that  
8 Complaint, and states that it is committed to environmental compliance, and therefore has  
9 stipulated to take the actions set forth in this Final Judgment.

10 The Parties have agreed to resolve the issues in the Complaint without further litigation.  
11 The Court finds that the proposed Final Judgment is fair and reasonable, and that the Final  
12 Judgment is in the best interest of the general public.

13 Plaintiff having filed its Complaint, and defendant Jiffy Lube having accepted service of  
14 the Complaint; and Plaintiff, appearing through their attorney William Brieger, Deputy Attorney  
15 General for the State of California, and Defendant Jiffy Lube appearing through its attorneys  
16 Munger, Tolles & Olson LLP, by William D. Temko; and the Parties having stipulated and  
17 consented to the entry of this Final Judgment prior to the taking of any proof, and without trial or  
18 adjudication of any fact or law herein; and the Court having considered the pleadings, and good  
19 cause appearing therefor:

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1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

2 **2. JURISDICTION.**

3 This Court has subject matter jurisdiction over the matters alleged in this action and  
4 personal jurisdiction over the parties.

5 **3. DISPUTED CLAIMS.**

6 This Final Judgment does not constitute any admission by Jiffy Lube regarding any issue  
7 of law or fact in the above-captioned matter or any violation of any law. The Parties entered into  
8 a stipulation for the purpose of furthering the public interest, and to avoid the uncertainty and  
9 expense of further litigation.

10 **4. INJUNCTIVE RELIEF**

11 Pursuant to provisions of Health and Safety Code Sections 25184 and 25516, Business  
12 and Professions Code Section 17203, and the Court's equitable powers, Jiffy Lube is ordered to  
13 take the following actions:

14 **4.1 Employee Training.** Within 60 days after entry of this Final Judgment, Jiffy  
15 Lube will certify to Plaintiff that it has implemented a training program for employees at all  
16 Current Jiffy Lube Operated Facilities designed to ensure compliance with state and local  
17 environmental statutes and regulations relating to hazardous waste and hazardous materials  
18 management. Under that program, Jiffy Lube will provide such training (a) on or before June 30,  
19 2008 to all employees employed at a Current Jiffy Lube Operated Facility as of that date, and  
20 (b) to all future new employees at Current Jiffy Lube Operated Facilities upon employment. In  
21 addition, Jiffy Lube will send all of its Regional Managers in California to the Compliance  
22 School hosted by the California Department of Toxic Substances Control (DTSC) at least once  
23 prior to December 31, 2008.

24 **4.2 Environmental Self-Audit.** Within 60 days after entry of this Final  
25 Judgment, Jiffy Lube will implement an audit procedure designed to evaluate compliance with  
26 state and local environmental statutes and regulations relating to hazardous waste and hazardous  
27 materials management at the Current Jiffy Lube Operated Facilities. Under that audit procedure,  
28 Jiffy Lube shall conduct a compliance audit on or before September 30, 2008 at all of the Current

1 Jiffy Lube Operated Facilities, excluding the facilities in Santa Clara County listed on  
2 Exhibit “D” hereto at which compliance audits have already been conducted. The evaluation  
3 shall be performed by a third party consultant (“Consultant”) selected and paid for by Jiffy Lube.  
4 The Consultant shall give the local Certified Unified Program Administrator (“CUPA”) seventy-  
5 two (72) hours advance written notice of any inspection by the Consultant and allow a CUPA  
6 inspector to witness the inspection, if the CUPA so elects. Whether or not the CUPA witnesses  
7 the inspection, the Consultant shall prepare a report of each inspection and provide the report to  
8 Jiffy Lube, the appropriate CUPA, and to Plaintiff. In the event such inspections indicate non-  
9 compliance, Jiffy Lube will correct any non-compliance as soon as practicable. Plaintiff will not  
10 take enforcement action regarding such inspections without first meeting and conferring with  
11 Jiffy Lube.

12 **4.3 Access.** Jiffy Lube has consented to the reasonable inspection of any Current  
13 Jiffy Lube Operated Facility at any time by inspectors from the applicable CUPA or from DTSC.

14 **4.4 Management of Motor Oil and Antifreeze.**

15 **a.** Jiffy Lube shall insure that all used and unused motor oil and used and  
16 unused antifreeze at Current Jiffy Lube Operated Facilities, and will encourage its franchisees to  
17 ensure that such materials at Current Jiffy Lube Franchises, will be stored and managed in  
18 compliance with the applicable provisions of Health & Safety Code chapters 6.5 and 6.95 and  
19 applicable regulations thereunder, including 22 California Code of Regulations § 66279.1 et seq.

20 **b.** At any Current Jiffy Lube Operated Facility that does not have  
21 container suitable for storage of used motor oil pursuant to chapter 6.5 of Division 20 of the  
22 Health & Safety Code, and the regulations thereunder, Jiffy Lube will stop collecting used motor  
23 oil until a suitable container is available on site, or Jiffy Lube manages the waste in some other  
24 way that complies with the requirements of the law.

25 **c.** Jiffy Lube shall insure that all containers holding used motor oil, used  
26 oil filters, used antifreeze, used fuel filters or other hazardous materials at Current Jiffy Lube  
27 Operated Facilities will be properly labeled, secured, and stored in compliance with the applicable  
28 provisions of Health and Safety Code chapters 6.5 and 6.95 and regulations promulgated

1 thereunder contained in the California Code of Regulations. Jiffy Lube shall also encourage its  
2 franchisees to ensure that all containers holding used motor oil, used oil filters, used antifreeze,  
3 used fuel filters or other hazardous materials at Current Jiffy Lube Franchises will be properly  
4 labeled, secured, and stored in compliance with the applicable provisions of Health and Safety  
5 Code chapters 6.5 and 6.95 and regulations promulgated thereunder contained in the California  
6 Code of Regulations.

7           **d.** All operations involving antifreeze at a Current Jiffy Lube Operated  
8 Facility must be performed in a manner and location providing for containment and recovery of  
9 the antifreeze.

10           **5. JIFFY LUBE FRANCHISE COMPLIANCE PROGRAM.**

11           Jiffy Lube will revise its current Policies & Procedures Manual (“PPM”) to  
12 provide for the following:

13           **a.** No franchisee may renew a Franchise Agreement for a Current Jiffy Lube  
14 Franchise unless it has corrected any and all outstanding notifications regarding violations,  
15 including notices of violation or notices to comply, issued by a CUPA at the relevant store, and  
16 notified Jiffy Lube in writing, provided, however, that if at the time of renewal the franchisee has  
17 any outstanding notice of violation or notice to comply and the franchisee provides proof in  
18 writing to Jiffy Lube, with a copy to the relevant CUPA, that it is working diligently to correct  
19 such notice of violation or notice to comply, Jiffy Lube may renew the Franchise Agreement.

20           **b.** It is the responsibility of the franchisee to ensure that the management at  
21 each Current Jiffy Lube Franchise is fully aware of its hazardous materials compliance  
22 obligations under applicable statutory and regulatory provisions. To underscore the importance  
23 of this issue, Jiffy Lube shall finance the cost of sending one (1) manager from each franchisee  
24 operating Current Jiffy Lube Franchises to the DTSC Compliance School prior to December 31,  
25 2008. Jiffy Lube shall encourage its franchisees operating Current Jiffy Lube Franchises to send,  
26 at franchisee’s expense, at least one manager or supervisor to the DTSC Compliance School at  
27 least once every five years.

28           **c.** If Jiffy Lube has reason to believe that the environmental compliance

1 history of a franchisee at a Current Jiffy Lube Franchise is such that it could have an adverse  
2 impact on Jiffy Lube's reputation, trademarks, or the franchise system in general, Jiffy Lube may  
3 require the franchisee, at franchisee's expense, to conduct an environmental audit of the franchise  
4 by a qualified consultant. In evaluating the environmental compliance history of the franchisee,  
5 Jiffy Lube shall inquire during its yearly store standards review of both the franchisee and the  
6 relevant CUPA to determine the number and severity of any environmental NOV's issued by a  
7 CUPA and the franchisee's responses to such NOV's.

8 **d.** If the yearly store standards review of a Current Jiffy Lube Franchise  
9 reveals serious and persistent environmental compliance failures on the part of the franchisee,  
10 Jiffy Lube will correspond with that franchisee, in a manner to be determined by Jiffy Lube,  
11 warning that failure to correct the environmental compliance failures could result in termination  
12 of the Franchise Agreement.

13 **e.** In the event Jiffy Lube determines that there have been three repeated,  
14 serious violations of the same environmental requirement at the same facility in any three year  
15 period, Jiffy Lube will send a Final Notice and Opportunity to Cure to the franchisee, and shall, to  
16 the extent allowed by California law, revoke the Franchise Agreement if the franchisee has not  
17 provided adequate proof of correction within 30 days.

18 **f.** Within 60 days after entry of this Final Judgment, the operations training  
19 course for managers that is required for franchisees operating Jiffy Lube franchises in California  
20 shall include a section regarding awareness of and compliance with environmental laws. Jiffy  
21 Lube will advise its franchisees operating Current Jiffy Lube Franchises that they need to consult  
22 with their own environmental consultants and counsel to ensure compliance with the applicable  
23 California environmental regulations and laws.

24 **g.** Within 30 days after entry of Judgment, Jiffy Lube shall send to each  
25 Current Jiffy Lube Franchise a letter containing the language set forth in Exhibit E, with a copy to  
26 Plaintiff.



1 or permitted under this Final Judgment that are addressed as provided in this Paragraph are  
2 effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days  
3 following deposit in the United States mail, postage prepaid, if delivered by mail.

4 **8. NO WAIVER.**

5 No informal oral advice, guidance, suggestions, or comments by employees or officials of  
6 Plaintiff or representatives of any instrumentality, agency, board or department of the State of  
7 California, including the California Environmental Protection Agency and the California DTSC,  
8 shall be construed to relieve Jiffy Lube of its obligation to comply with all laws. Plaintiff's  
9 failure to enforce any provision of this Final Judgment shall in no way be deemed a waiver of  
10 such provision, or in any way affect the validity of the Judgment. Plaintiff's failure to enforce  
11 any such provision shall not preclude them from later enforcing the same or any other provision  
12 of this Final Judgment during the period that provision of the Final Judgment remains in effect.  
13 No oral advice, guidance, suggestions or comments by employees or officials of any Party  
14 regarding matters covered in this Final Judgment shall be construed to relieve any Party of its  
15 obligations required by the Judgment. Except as expressly provided in this Final Judgment,  
16 nothing herein is intended nor shall it be construed to preclude Plaintiff or any state agency,  
17 department, board or entity or any local agency from exercising its authority under any law,  
18 statute, or regulation at the Current Jiffy Lube Operated Facilities or any other facility addressed  
19 or identified in this Final Judgment.

20 **9. NO LIABILITY.**

21 Plaintiff shall not be liable for any injury or damage to persons or property resulting from  
22 acts or omissions by Jiffy Lube, its directors, officers, employees, agents, representatives or  
23 contractors in carrying out activities pursuant to this Final Judgment, nor shall Plaintiff be held as  
24 a party to or guarantor of any contract entered into by Jiffy Lube, its directors, officers,  
25 employees, agents, representatives or contractors in carrying out activities required pursuant to  
26 this Final Judgment.

1 **10. REGULATORY CHANGES.**

2 Nothing in this Final Judgment shall excuse Jiffy Lube from meeting any more stringent  
3 requirements which may be imposed hereafter by changes in applicable and legally binding  
4 legislation or regulations.

5 **11. APPLICATION OF JUDGMENT.**

6 This Final Judgment shall apply to and be binding upon Jiffy Lube and any successors or  
7 assigns.

8 **12. INCORPORATION OF EXHIBITS**

9 Each of the Exhibits "A" through "F" is incorporated herein by reference.

10 **13. MATTERS RESOLVED BY THIS FINAL JUDGMENT**

11 This Final Judgment is a final and binding resolution as to the Covered Parties and the  
12 Covered Matters as defined below. Except for the obligations of Jiffy Lube that are expressly set  
13 forth in this Final Judgment, the Covered Parties are hereby released and forever discharged from  
14 any and all liability to the People of the State of California for the Covered Matters. Plaintiff  
15 cannot sue or pursue any further claims against the Covered Parties for the Covered Matters. As  
16 used herein, "Covered Parties" means Jiffy Lube; its subsidiaries, corporate parents, and  
17 affiliates; and their officers, directors, successors and assigns. "Covered Parties" does not include  
18 Jiffy Lube Franchisees.

19 As used herein, "Covered Matters" means any claims for penalties or injunctive relief  
20 against the Covered Parties for acts, omissions, or events on or pertaining to the Released  
21 Facilities up to the date the Stipulation was executed by Plaintiff, under Chapters 6.5 and 6.95 of  
22 Division 20 of the California Health & Safety Code and related regulations (except as provided  
23 below); and any such claims under state, county or local ordinances or permits relating to the  
24 management of hazardous wastes or hazardous materials; and any such claims under any other  
25 statutes, regulations, or local requirements which may pertain to hazardous waste or hazardous  
26 materials relating to the operation of the Released Facilities; and any such claims under the  
27 California Business and Professions Code that are derived from these requirements; whether such  
28 claims are asserted or unasserted, arising out of or connected with any act, cause, matter, or thing

1 stated, claimed, or alleged in connection with this lawsuit. "Covered Matters" encompasses these  
2 provisions as they existed during past relevant time periods, or exist now, or as they may be  
3 amended with retroactive effect in the future. Notwithstanding the above, "Covered Matters"  
4 specifically exclude any claims not known by Plaintiff at the date of entry of this Judgment that  
5 the Covered Parties either (a) disposed of waste at an unauthorized facility in violation of Health  
6 and Safety Code Section 25189, or (b) used a non-registered transporter in violation of Health and  
7 Safety Code Section 25163(a), provided further that the Covered Parties preserve any and all  
8 defenses to such claims, including but not limited to defenses based on statutes of limitation.

9 This Final Judgment does not excuse any future non-compliance or duty to correct any  
10 non-compliance or duty to conduct any environmental remediation.

11  
12 **DATED:** \_\_\_\_\_

13 **JUDGE OF THE SUPERIOR COURT**

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APPROVED AS TO FORM:

**FOR THE PLAINTIFF**

EDMUND G. BROWN JR.  
Attorney General of the State of California  
SALLY KNOX  
Supervising Deputy Attorney General

Dated: May \_\_\_\_, 2008

By: \_\_\_\_\_  
WILLIAM N. BRIEGER  
Deputy Attorney General  
Attorney for Plaintiff  
The People of the State of California

**FOR THE DEFENDANT**

MUNGER, TOLLES & OLSON LLP

Dated: May \_\_\_\_, 2008

By: \_\_\_\_\_  
WILLIAM D. TEMKO  
Attorney for Defendant  
Jiffy Lube International, Inc.

**EXHIBIT A**

**CURRENT JIFFY LUBE OPERATED FACILITIES**

	<b>Address</b>	<b>City</b>
1.	960 UNIVERSITY AVE	BERKELEY
2.	2540 MERRYCHASE DR	CAMERON PARK
3.	3470 PALMER DR	CAMERON PARK
4.	1387 CAMDEN AVE	CAMPBELL
5.	535 W HAMILTON AVE	CAMPBELL
6.	2492 CASTRO VALLEY BLVD	CASTRO VALLEY
7.	7841 SUNRISE BLVD	CITRUS HEIGHTS
8.	4500 CLAYTON RD	CONCORD
9.	1219 CONCORD AVE	CONCORD
10.	2151 MONUMENT BLVD	CONCORD
11.	19480 STEVENS CREEK BLVD	CUPERTINO
12.	530 SAN RAMON VALLEY BLVD	DANVILLE
13.	7405 SHELDON RD	ELK GROVE
14.	9611 AUTO CENTER DR	ELK GROVE
15.	4160 SUNRISE BLVD	FAIR OAKS
16.	709 E BIDWELL ST	FOLSOM
17.	153 W JACKSON ST	HAYWARD
18.	3363 MT DIABLO BLVD	LAFAYETTE
19.	374 MILLER AVE	MILL VALLEY
20.	2415 FREMONT ST	MONTEREY
21.	865 ABREGO ST	MONTEREY
22.	500 W EL CAMINO REAL	MOUNTAIN VIEW
23.	1141 EL CAMINO REAL	MOUNTAIN VIEW
24.	39197 CEDAR BLVD	NEWARK
25.	6305 JARVIS AVE	NEWARK
26.	6709 WATT AVE	NORTH HIGHLANDS
27.	4800 WATT AVE	NORTH HIGHLANDS
28.	4201 MIDDLEFIELD RD	PALO ALTO
29.	4195 EL CAMINO REAL	PALO ALTO
30.	10796 OLSON DR	RANCHO CORDOVA
31.	10265 FOLSOM BLVD	RANCHO CORDOVA
32.	640 WHIPPLE AVE	REDWOOD CITY
33.	1640 FULTON AVE	SACRAMENTO
34.	2900 FLORIN RD	SACRAMENTO
35.	3424 NORTHGATE BLVD	SACRAMENTO
36.	3000 CAPITOL AVE	SACRAMENTO

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	<b>Address</b>	<b>City</b>
37.	5464 FLORIN RD	SACRAMENTO
38.	1601 ARDEN WAY	SACRAMENTO
39.	7712 STOCKTON BLVD	SACRAMENTO
40.	3447 MARCONI AVE	SACRAMENTO
41.	1580 EL CAMINO REAL	SAN BRUNO
42.	1030 EL CAMINO REAL	SAN CARLOS
43.	6099 GEARY BLVD	SAN FRANCISCO
44.	2030 VAN NESS AVE	SAN FRANCISCO
45.	403 SARATOGA AVE	SAN JOSE
46.	3497 STEVENS CREEK BLVD	SAN JOSE
47.	2302 ALMADEN RD	SAN JOSE
48.	1902 N CAPITOL AVE	SAN JOSE
49.	3606 CAMDEN AVE	SAN JOSE
50.	884 BLOSSOM HILL RD	SAN JOSE
51.	1030 SARATOGA AVE	SAN JOSE
52.	15015 HESPERIAN BLVD	SAN LEANDRO
53.	2517 S EL CAMINO REAL	SAN MATEO
54.	407 S DELAWARE ST	SAN MATEO
55.	2099 CAMINO RAMON	SAN RAMON
56.	2940 BOWERS AVE	SANTA CLARA
57.	2795 EL CAMINO REAL	SANTA CLARA
58.	1705 SOQUEL AVE	SANTA CRUZ
59.	999 W EL CAMINO REAL	SUNNYVALE
60.	4300 SONOMA BLVD	VALLEJO
61.	2702 N MAIN ST	WALNUT CREEK
62.	635 YGNACIO VALLEY RD	WALNUT CREEK
63.	2190 N BROADWAY	WALNUT CREEK

**EXHIBIT B**

**CURRENT JIFFY LUBE FRANCHISES**

	<b>Address</b>	<b>City</b>
1.	29162 ROADSIDE DR	AGOURA HILLS
2.	1332 S FREMONT AVE	ALHAMBRA
3.	27832 ALISO CREEK RD	ALISO VIEJO
4.	2400 W BALL RD	ANAHEIM
5.	2505 E LINCOLN AVE	ANAHEIM
6.	2181 W LINCOLN AVE	ANAHEIM
7.	18737 US HIGHWAY 18	APPLE VALLEY
8.	20754 BEAR VALLEY RD	APPLE VALLEY
9.	5 W HUNTINGTON DR	ARCADIA
10.	495 GRAND AVE	ARROYO GRANDE
11.	7760 EL CAMINO REAL	ATASCADERO
12.	2679 FIRST ST	ATWATER
13.	808 E ALOSTA AVE	AZUSA
14.	2301 H ST	BAKERSFIELD
15.	1701 STINE RD	BAKERSFIELD
16.	7991 WHITE LN	BAKERSFIELD
17.	3208 CALIFORNIA AVE	BAKERSFIELD
18.	3727 AUBURN ST	BAKERSFIELD
19.	10160 ALONDRA BLVD	BELLFLOWER
20.	2026 COLUMBUS PKWY	BENICIA
21.	107 S VICTORY BLVD	BURBANK
22.	55 E DAILY DR	CAMARILLO
23.	20860 ROSCOE BLVD	CANOGA PARK
24.	20703 SOLEDAD CANYON RD	CANYON COUNTRY
25.	18533 VIA PRINCESSA	CANYON COUNTRY
26.	6021 PASEO DEL NORTE	CARLSBAD
27.	31525 RIDGE ROUTE RD	CASTAIC
28.	68815 RAMON RD	CATHEDRAL CITY
29.	36167 DATE PALM DR	CATHEDRAL CITY
30.	1218 MANGROVE AVE	CHICO
31.	2452 NOTRE DAME BLVD	CHICO
32.	4143 RIVERSIDE DR	CHINO
33.	13870 PEYTON DR	CHINO HILLS
34.	593 E ST	CHULA VISTA
35.	240 W ASHLAN AVE	CLOVIS
36.	84765 AVENUE FIFTY	COACHELLA
37.	1701 E WASHINGTON ST BLDG 100	COLTON

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	<b>Address</b>	<b>City</b>
38.	906 W 6TH ST	CORONA
39.	2255 FAIRVIEW RD	COSTA MESA
40.	375 BRISTOL ST	COSTA MESA
41.	300 E 17TH ST	COSTA MESA
42.	2175 NEWPORT BLVD	COSTA MESA
43.	21008 E ARROW HWY	COVINA
44.	5829 ADAMS BLVD	CULVER CITY
45.	4942 LINCOLN AVE	CYPRESS
46.	1625 RESEARCH PARK DR	DAVIS
47.	13418 PALM DR	DESERT HOT SPRINGS
48.	2845 S DIAMOND BAR BLVD	DIAMOND BAR
49.	12556 LAKEWOOD BLVD	DOWNEY
50.	7501 FIRESTONE BLVD	DOWNEY
51.	539 N 2ND ST	EL CAJON
52.	1621 N MAGNOLIA AVE	EL CAJON
53.	4616 POST ST	EL DORADO HILLS
54.	221 N EL CAMINO REAL	ENCINITAS
55.	17717 VENTURA BLVD	ENCINO
56.	314 W EL NORTE PKWY	ESCONDIDO
57.	1330 HOLIDAY LN	FAIRFIELD
58.	707 W VENTURA ST	FILLMORE
59.	8893 SIERRA AVE	FONTANA
60.	3896 N BLACKSTONE AVE	FRESNO
61.	5316 W SPRUCE AVE	FRESNO
62.	10340 TWIN CITIES RD	GALT
63.	13950 HARBOR BLVD	GARDEN GROVE
64.	16616 S VERMONT AVE	GARDENA
65.	701 1ST ST	GILROY
66.	202 S GLENDALE AVE	GLENDALE
67.	6015 HOLLISTER AVE	GOLETA
68.	12800 HAWTHORNE BLVD	HAWTHORNE
69.	330 N SANDERSON AVE	HEMET
70.	16701 MAIN ST	HESPERIA
71.	17177 BEAR VALLEY RD	HESPERIA
72.	3601 HIGHLAND AVE	HIGHLAND
73.	8971 WARNER AVE	HUNTINGTON BEACH
74.	9032 ADAMS AVE	HUNTINGTON BEACH
75.	81088 US HIGHWAY 111	INDIO
76.	8777 IRVINE CENTER DR	IRVINE

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	<b>Address</b>	<b>City</b>
77.	3080 MAIN ST	IRVINE
78.	2304 FOOTHILL BLVD	LA CANADA FLINTRIDGE
79.	1200 W LA HABRA BLVD	LA HABRA
80.	6860 LA JOLLA BLVD	LA JOLLA
81.	5540 LAKE MURRAY BLVD	LA MESA
82.	1020 N HACIENDA BLVD	LA PUENTE
83.	78988 US HIGHWAY 111	LA QUINTA
84.	311 SUMMERHILL DR	LAKE ELSINORE
85.	20781 LAKE FOREST DR	LAKE FOREST
86.	5533 SOUTH ST	LAKESWOOD
87.	43750 15TH ST W	LANCASTER
88.	500 E KETTLEMAN LN	LODI
89.	2271 PACIFIC COAST HWY	LOMITA
90.	503 N H ST	LOMPOC
91.	4155 LONG BEACH BLVD	LONG BEACH
92.	525 E PACIFIC COAST HWY	LONG BEACH
93.	5630 E 7TH ST	LONG BEACH
94.	3311 KATELLA AVE	LOS ALAMITOS
95.	700 NORTH LA BREA AVE	LOS ANGELES
96.	3061 OVERLAND AVE	LOS ANGELES
97.	11001 SANTA MONICA BLVD	LOS ANGELES
98.	4777 W PICO BLVD	LOS ANGELES
99.	2157 W MANCHESTER AVE	LOS ANGELES
100.	4020 W SUNSET BLVD	LOS ANGELES
101.	9901 STATE ST	LYNWOOD
102.	1119 N SEPULVEDA BLVD	MANHATTAN BEACH
103.	1130 N MAIN ST	MANTECA
104.	229 E ST	MARYSVILLE
105.	200 E YOSEMITE AVE	MERCED
106.	1440 V ST	MERCED
107.	27240 LA PAZ RD	MISSION VIEJO
108.	3927 MCHENRY AVE	MODESTO
109.	1701 YOSEMITE BLVD	MODESTO
110.	1101 WASHINGTON BLVD	MONTEBELLO
111.	797 W LOS ANGELES AVE	MOORPARK
112.	12300 HEACOCK ST	MORENO VALLEY
113.	603 LINCOLN AVE	NAPA
114.	1520 W COAST HWY	NEWPORT BEACH
115.	2925 HAMNER AVE	NORCO
116.	18503 DEVONSHIRE ST	NORTHRIDGE

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	<b>Address</b>	<b>City</b>
117.	9500 RESEDA BLVD	NORTHRIDGE
118.	146 N 6TH AVE	OAKDALE
119.	1970 OCEANSIDE BLVD	OCEANSIDE
120.	4106 OCEANSIDE BLVD	OCEANSIDE
121.	4567 MILLS CIR	ONTARIO
122.	11195 S CENTRAL AVE	ONTARIO
123.	2560 S VINEYARD AVE	ONTARIO
124.	433 W KATELLA AVE	ORANGE
125.	1450 ORO DAM BLVD E	OROVILLE
126.	101 W ESPLANADE DR	OXNARD
127.	611 S ROSE AVE	OXNARD
128.	42275 WASHINGTON ST	PALM DESERT
129.	72499 FRED WARING DR	PALM DESERT
130.	37140 25TH ST E	PALMDALE
131.	1040 W RANCHO VISTA BLVD	PALMDALE
132.	6420 CLARK RD	PARADISE
133.	1420 E WALNUT ST	PASADENA
134.	3200 E COLORADO BLVD	PASADENA
135.	1603 E COLORADO BLVD	PASADENA
136.	200 OAK HILL ROAD	PASO ROBLES
137.	2880 N GAREY AVE	POMONA
138.	13409 POWAY RD	POWAY
139.	41948 50TH ST W	QUARTZ HILL
140.	12589 FOOTHILL BLVD	RANCHO CUCAMONGA
141.	23041 ANTONIO PKWY	RANCHO SANTA MARGARITA
142.	190 MAIN ST	RED BLUFF
143.	905 HARTNELL AVE	REDDING
144.	125 E CYPRESS AVE	REDDING
145.	2123 MARKET ST	REDDING
146.	1667 W REDLANDS BLVD	REDLANDS
147.	7558 N RESEDA BLVD	RESEDA
148.	2634 E ALESSANDRO BLVD	RIVERSIDE
149.	3693 LA SIERRA AVE	RIVERSIDE
150.	6070 STANFORD RANCH RD	ROCKLIN
151.	1481 SOUTHWEST BLVD	ROHNERT PARK
152.	3100 SIERRA HWY	ROSAMOND
153.	9655 VALLEY BLVD	ROSEMEAD
154.	18456 COLIMA RD	ROWLAND HEIGHTS
155.	228 N MAIN ST	SALINAS
156.	567 W HIGHLAND AVE	SAN BERNARDINO

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	Address	City
157.	4304 UNIVERSITY PKWY	SAN BERNARDINO
158.	2651 GARNET AVE	SAN DIEGO
159.	3775 ROSECRANS ST	SAN DIEGO
160.	6696 MIRAMAR RD	SAN DIEGO
161.	7207 CLAIREMONT MESA BLVD	SAN DIEGO
162.	1574 PALM AVE	SAN DIEGO
163.	1005 B ST	SAN DIEGO
164.	3982 CONVOY ST	SAN DIEGO
165.	5813 EL CAJON BLVD	SAN DIEGO
166.	12472 RANCHO BERNARDO RD	SAN DIEGO
167.	11541 LAUREL CANYON BLVD	SAN FERNANDO
168.	635 S STATE ST	SAN JACINTO
169.	110 HIGUERA ST	SAN LUIS OBISPO
170.	765 W SAN MARCOS BLVD	SAN MARCOS
171.	218 S RANCHO SANTA FE RD	SAN MARCOS
172.	2025 N TUSTIN AVE	SANTA ANA
173.	932 DE LA VINA ST	SANTA BARBARA
174.	1860 S BROADWAY	SANTA MARIA
175.	2344 PICO BLVD	SANTA MONICA
176.	14103 VENTURA BLVD	SHERMAN OAKS
177.	1515 E LOS ANGELES AVE	SIMI VALLEY
178.	4426 E LOS ANGELES AVE	SIMI VALLEY
179.	24842 WEST PICO CANYON RD	STEVENSON RANCH
180.	1648 E HAMMER LN	STOCKTON
181.	4715 WEST LN	STOCKTON
182.	10867 PENROSE ST	SUN VALLEY
183.	15000 OLIVE VIEW DR	SYLMAR
184.	19360 VENTURA BLVD	TARZANA
185.	550 TUCKER RD	TEHACHAPI
186.	30690 RANCHO CALIFORNIA RD	TEMECULA
187.	2905 E THOUSAND OAKS BLVD	THOUSAND OAKS
188.	1695 E THOUSAND OAKS BLVD	THOUSAND OAKS
189.	5340 W 190TH ST	TORRANCE
190.	3209 W 190TH ST	TORRANCE
191.	1613 SEPULVEDA BLVD	TORRANCE
192.	3087 EDINGER AVE	TUSTIN
193.	71617 29 PALMS HWY	TWENTYNINE PALMS
194.	1379 E FOOTHILL BLVD	UPLAND
195.	1640 W FOOTHILL BLVD	UPLAND

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	<b>Address</b>	<b>City</b>
196.	810 MERCHANT ST	VACAVILLE
197.	15300 VICTORY BLVD	VAN NUYS
198.	1098 E THOMPSON BLVD	VENTURA
199.	15180 BEAR VALLEY RD	VICTORVILLE
200.	1213 E VISTA WAY	VISTA
201.	8525 S SEPULVEDA BLVD	WESTCHESTER
202.	6011 WESTMINSTER BLVD	WESTMINSTER
203.	14180 LAMBERT RD	WHITTIER
204.	11705 COLIMA RD	WHITTIER
205.	16751 YORBA LINDA BLVD	YORBA LINDA
206.	1331 BRIDGE ST	YUBA CITY
207.	660 COLUSA AVE	YUBA CITY
208.	34795 YUCAIPA BLVD	YUCAIPA
209.	56982 29 PALMS HWY	YUCCA VALLEY

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**EXHIBIT C**

**RELEASED FACILITIES**

	Address	City
1.	29162 ROADSIDE DR	AGOURA HILLS
2.	1332 S FREMONT AVE	ALHAMBRA
3.	27832 ALISO CREEK RD	ALISO VIEJO
4.	1440 W LINCOLN AVE	ANAHEIM
5.	2181 W LINCOLN AVE	ANAHEIM
6.	2400 W BALL RD	ANAHEIM
7.	2505 E LINCOLN AVE	ANAHEIM
8.	18737 US HIGHWAY 18	APPLE VALLEY
9.	20754 BEAR VALLEY RD	APPLE VALLEY
10.	5 W HUNTINGTON DR	ARCADIA
11.	495 GRAND AVE	ARROYO GRANDE
12.	7760 EL CAMINO REAL	ATASCADERO
13.	2679 FIRST ST	ATWATER
14.	808 E ALOSTA AVE	AZUSA
15.	1701 STINE RD	BAKERSFIELD
16.	2301 H ST	BAKERSFIELD
17.	3208 CALIFORNIA AVE	BAKERSFIELD
18.	3727 AUBURN ST	BAKERSFIELD
19.	7991 WHITE LN	BAKERSFIELD
20.	1560 E 6TH ST	BEAUMONT
21.	10160 ALONDRA BLVD	BELLFLOWER
22.	2026 COLUMBUS PKWY	BENICIA
23.	960 UNIVERSITY AVE	BERKELEY
24.	107 S VICTORY BLVD	BURBANK
25.	55 E DAILY DR	CAMARILLO
26.	274 ARNEILL RD	CAMARILLO
27.	2540 MERRYCHASE DR	CAMERON PARK
28.	3470 PALMER DR	CAMERON PARK
29.	535 W HAMILTON AVE	CAMPBELL
30.	1387 CAMDEN AVE	CAMPBELL
31.	20860 ROSCOE BLVD	CANOGA PARK
32.	18533 VIA PRINCESSA	CANYON COUNTRY
33.	20703 SOLEDAD CANYON RD	CANYON COUNTRY
34.	6021 PASEO DEL NORTE	CARLSBAD
35.	31525 RIDGE ROUTE RD	CASTAIC
36.	2492 CASTRO VALLEY BLVD	CASTRO VALLEY
37.	36167 DATE PALM DR	CATHEDRAL CITY
38.	68279 E PALM CANYON DR - 21 -	CATHEDRAL CITY

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	Address	City
39.	68815 RAMON RD	CATHEDRAL CITY
40.	1218 MANGROVE AVE	CHICO
41.	2452 NOTRE DAME BLVD	CHICO
42.	4143 RIVERSIDE DR	CHINO
43.	13870 PEYTON DR	CHINO HILLS
44.	593 E ST	CHULA VISTA
45.	5900 SUNRISE MALL	CITRUS HEIGHTS
46.	7841 SUNRISE BLVD	CITRUS HEIGHTS
47.	240 W ASHLAN AVE	CLOVIS
48.	84765 AVENUE FIFTY	COACHELLA
49.	1701 E WASHINGTON ST BLDG 100	COLTON
50.	1001 WILLOW PASS RD	CONCORD
51.	1219 CONCORD AVE	CONCORD
52.	2151 MONUMENT BLVD	CONCORD
53.	4500 CLAYTON RD	CONCORD
54.	906 W 6TH ST	CORONA
55.	300 E 17TH ST	COSTA MESA
56.	375 BRISTOL ST	COSTA MESA
57.	2175 NEWPORT BLVD	COSTA MESA
58.	2255 FAIRVIEW RD	COSTA MESA
59.	21008 E ARROW HWY	COVINA
60.	5829 ADAMS BLVD	CULVER CITY
61.	10101 N WOLFE RD	CUPERTINO
62.	19480 STEVENS CREEK BLVD	CUPERTINO
63.	4942 LINCOLN AVE	CYPRESS
64.	6427 BALL RD	CYPRESS
65.	530 SAN RAMON VALLEY BLVD	DANVILLE
66.	1625 RESEARCH PARK DR	DAVIS
67.	13418 PALM DR	DESERT HOT SPRINGS
68.	2845 S DIAMOND BAR BLVD	DIAMOND BAR
69.	7501 FIRESTONE BLVD	DOWNEY
70.	12556 LAKEWOOD BLVD	DOWNEY
71.	539 N 2ND ST	EL CAJON
72.	1621 N MAGNOLIA AVE	EL CAJON
73.	4616 POST ST	EL DORADO HILLS
74.	7405 SHELDON RD	ELK GROVE
75.	9611 AUTO CENTER DR	ELK GROVE
76.	221 N EL CAMINO REAL	ENCINITAS
77.	17717 VENTURA BLVD	ENCINO
78.	314 W EL NORTE PKWY	ESCONDIDO
79.	4160 SUNRISE BLVD	FAIR OAKS

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	Address	City
80.	1330 HOLIDAY LN	FAIRFIELD
81.	1549 GATEWAY BLVD	FAIRFIELD
82.	707 W VENTURA ST	FILLMORE
83.	709 E BIDWELL ST	FOLSOM
84.	8893 SIERRA AVE	FONTANA
85.	41071 ROBERTS AVE	FREMONT
86.	3896 N BLACKSTONE AVE	FRESNO
87.	5316 W SPRUCE AVE	FRESNO
88.	10340 TWIN CITIES RD	GALT
89.	13162 BROOKHURST ST	GARDEN GROVE
90.	13950 HARBOR BLVD	GARDEN GROVE
91.	16616 S VERMONT AVE	GARDENA
92.	701 1ST ST	GILROY
93.	202 S GLENDALE AVE	GLENDALE
94.	6015 HOLLISTER AVE	GOLETA
95.	12800 HAWTHORNE BLVD	HAWTHORNE
96.	153 W JACKSON ST	HAYWARD
97.	330 N SANDERSON AVE	HEMET
98.	16701 MAIN ST	HESPERIA
99.	17177 BEAR VALLEY RD	HESPERIA
100.	3601 HIGHLAND AVE	HIGHLAND
101.	8971 WARNER AVE	HUNTINGTON BEACH
102.	9032 ADAMS AVE	HUNTINGTON BEACH
103.	81088 US HIGHWAY 111	INDIO
104.	3080 MAIN ST	IRVINE
105.	8777 IRVINE CENTER DR	IRVINE
106.	2304 FOOTHILL BLVD	LA CANADA FLINTRIDGE
107.	461 E IMPERIAL HWY	LA HABRA
108.	1200 W LA HABRA BLVD	LA HABRA
109.	6860 LA JOLLA BLVD	LA JOLLA
110.	5540 LAKE MURRAY BLVD	LA MESA
111.	1020 N HACIENDA BLVD	LA PUENTE
112.	78988 US HIGHWAY 111	LA QUINTA
113.	3363 MT DIABLO BLVD	LAFAYETTE
114.	311 SUMMERHILL DR	LAKE ELSINORE
115.	20781 LAKE FOREST DR	LAKE FOREST
116.	5533 SOUTH ST	LAKESWOOD
117.	43750 15TH ST W	LANCASTER
118.	45181 FERN AVE	LANCASTER
119.	500 E KETTLEMAN LN	LODI
120.	2271 PACIFIC COAST HWY	LOMITA

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	Address	City
121.	503 N H ST	LOMPOC
122.	525 E PACIFIC COAST HWY	LONG BEACH
123.	4155 LONG BEACH BLVD	LONG BEACH
124.	5630 E 7TH ST	LONG BEACH
125.	3311 KATELLA AVE	LOS ALAMITOS
126.	700 NORTH LA BREA AVE	LOS ANGELES
127.	2157 W MANCHESTER AVE	LOS ANGELES
128.	3061 OVERLAND AVE	LOS ANGELES
129.	4020 W SUNSET BLVD	LOS ANGELES
130.	4701 W PICO BLVD	LOS ANGELES
131.	4777 W PICO BLVD	LOS ANGELES
132.	11001 SANTA MONICA BLVD	LOS ANGELES
133.	9901 STATE ST	LYNWOOD
134.	1119 N SEPULVEDA BLVD	MANHATTAN BEACH
135.	1130 N MAIN ST	MANTECA
136.	229 E ST	MARYSVILLE
137.	200 E YOSEMITE AVE	MERCED
138.	1440 V ST	MERCED
139.	374 MILLER AVE	MILL VALLEY
140.	27240 LA PAZ RD	MISSION VIEJO
141.	100 VINTAGE FAIRE MALL	MODESTO
142.	1701 YOSEMITE BLVD	MODESTO
143.	3927 MCHENRY AVE	MODESTO
144.	1101 WASHINGTON BLVD	MONTEBELLO
145.	865 ABREGO ST	MONTEREY
146.	2415 FREMONT ST	MONTEREY
147.	797 W LOS ANGELES AVE	MOORPARK
148.	12300 HEACOCK ST	MORENO VALLEY
149.	500 W EL CAMINO REAL	MOUNTAIN VIEW
150.	1141 EL CAMINO REAL	MOUNTAIN VIEW
151.	603 LINCOLN AVE	NAPA
152.	6000 MOWRY AVE	NEWARK
153.	6305 JARVIS AVE	NEWARK
154.	39197 CEDAR BLVD	NEWARK
155.	1520 W COAST HWY	NEWPORT BEACH
156.	2925 HAMNER AVE	NORCO
157.	4800 WATT AVE	NORTH HIGHLANDS
158.	6709 WATT AVE	NORTH HIGHLANDS
159.	9325 RESEDA BLVD	NORTHRIDGE
160.	9500 RESEDA BLVD	NORTHRIDGE
161.	18503 DEVONSHIRE ST	NORTHRIDGE

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	Address	City
162.	146 N 6TH AVE	OAKDALE
163.	1970 OCEANSIDE BLVD	OCEANSIDE
164.	4106 OCEANSIDE BLVD	OCEANSIDE
165.	2560 S VINEYARD AVE	ONTARIO
166.	4567 MILLS CIR	ONTARIO
167.	11195 S CENTRAL AVE	ONTARIO
168.	433 W KATELLA AVE	ORANGE
169.	9286 GREENBACK LN	ORANGEVALE
170.	1450 ORO DAM BLVD E	OROVILLE
171.	101 W ESPLANADE DR	OXNARD
172.	611 S ROSE AVE	OXNARD
173.	42275 WASHINGTON ST	PALM DESERT
174.	72499 FRED WARING DR	PALM DESERT
175.	1040 W RANCHO VISTA BLVD	PALMDALE
176.	37140 25TH ST E	PALMDALE
177.	4195 EL CAMINO REAL	PALO ALTO
178.	4201 MIDDLEFIELD RD	PALO ALTO
179.	6420 CLARK RD	PARADISE
180.	1420 E WALNUT ST	PASADENA
181.	1603 E COLORADO BLVD	PASADENA
182.	3200 E COLORADO BLVD	PASADENA
183.	200 OAK HILL ROAD	PASO ROBLES
184.	2880 N GAREY AVE	POMONA
185.	13409 POWAY RD	POWAY
186.	41948 50TH ST W	QUARTZ HILL
187.	10265 FOLSOM BLVD	RANCHO CORDOVA
188.	10796 OLSON DR	RANCHO CORDOVA
189.	12589 FOOTHILL BLVD	RANCHO CUCAMONGA
190.	23041 ANTONIO PKWY	RANCHO SANTA MARGARITA
191.	190 MAIN ST	RED BLUFF
192.	125 E CYPRESS AVE	REDDING
193.	905 HARTNELL AVE	REDDING
194.	2123 MARKET ST	REDDING
195.	1667 W REDLANDS BLVD	REDLANDS
196.	640 WHIPPLE AVE	REDWOOD CITY
197.	6928 RESEDA BLVD	RESEDA
198.	7558 N RESEDA BLVD	RESEDA
199.	2300 HILLTOP MALL RD	RICHMOND
200.	2634 E ALESSANDRO BLVD	RIVERSIDE
201.	3693 LA SIERRA AVE	RIVERSIDE
202.	6070 STANFORD RANCH RD	ROCKLIN

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	Address	City
203.	1481 SOUTHWEST BLVD	ROHNERT PARK
204.	3100 SIERRA HWY	ROSAMOND
205.	9655 VALLEY BLVD	ROSEMEAD
206.	18456 COLIMA RD	ROWLAND HEIGHTS
207.	1601 ARDEN WAY	SACRAMENTO
208.	1640 FULTON AVE	SACRAMENTO
209.	2900 FLORIN RD	SACRAMENTO
210.	3000 CAPITOL AVE	SACRAMENTO
211.	3424 NORTHGATE BLVD	SACRAMENTO
212.	3447 MARCONI AVE	SACRAMENTO
213.	4095 POWER INN RD	SACRAMENTO
214.	4904 MACK RD	SACRAMENTO
215.	5154 AUBURN BLVD	SACRAMENTO
216.	5464 FLORIN RD	SACRAMENTO
217.	5736 STOCKTON BLVD	SACRAMENTO
218.	7712 STOCKTON BLVD	SACRAMENTO
219.	228 N MAIN ST	SALINAS
220.	1100 NORTHRIDGE SHOPPING CTR	SALINAS
221.	567 W HIGHLAND AVE	SAN BERNARDINO
222.	4304 UNIVERSITY PKWY	SAN BERNARDINO
223.	1580 EL CAMINO REAL	SAN BRUNO
224.	1030 EL CAMINO REAL	SAN CARLOS
225.	1005 B ST	SAN DIEGO
226.	1574 PALM AVE	SAN DIEGO
227.	2651 GARNET AVE	SAN DIEGO
228.	3775 ROSECRANS ST	SAN DIEGO
229.	3982 CONVOY ST	SAN DIEGO
230.	5813 EL CAJON BLVD	SAN DIEGO
231.	6696 MIRAMAR RD	SAN DIEGO
232.	7207 CLAIREMONT MESA BLVD	SAN DIEGO
233.	12472 RANCHO BERNARDO RD	SAN DIEGO
234.	12911 EL CAMINO REAL	SAN DIEGO
235.	11471 LAUREL CANYON BLVD	SAN FERNANDO
236.	11541 LAUREL CANYON BLVD	SAN FERNANDO
237.	300 7TH ST	SAN FRANCISCO
238.	2030 VAN NESS AVE	SAN FRANCISCO
239.	6099 GEARY BLVD	SAN FRANCISCO
240.	635 S STATE ST	SAN JACINTO
241.	403 SARATOGA AVE	SAN JOSE
242.	884 BLOSSOM HILL RD	SAN JOSE
243.	1030 SARATOGA AVE	SAN JOSE

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	Address	City
244.	1902 N CAPITOL AVE	SAN JOSE
245.	2180 TULLY RD	SAN JOSE
246.	2302 ALMADEN RD	SAN JOSE
247.	3497 STEVENS CREEK BLVD	SAN JOSE
248.	3606 CAMDEN AVE	SAN JOSE
249.	15015 HESPERIAN BLVD	SAN LEANDRO
250.	110 HIGUERA ST	SAN LUIS OBISPO
251.	218 S RANCHO SANTA FE RD	SAN MARCOS
252.	765 W SAN MARCOS BLVD	SAN MARCOS
253.	407 S DELAWARE ST	SAN MATEO
254.	2517 S EL CAMINO REAL	SAN MATEO
255.	9000 NORTHGATE MALL	SAN RAFAEL
256.	2099 CAMINO RAMON	SAN RAMON
257.	2025 N TUSTIN AVE	SANTA ANA
258.	932 DE LA VINA ST	SANTA BARBARA
259.	2795 EL CAMINO REAL	SANTA CLARA
260.	2940 BOWERS AVE	SANTA CLARA
261.	3478 HOMESTEAD RD	SANTA CLARA
262.	1705 SOQUEL AVE	SANTA CRUZ
263.	4015 CAPITOLA RD	SANTA CRUZ
264.	501 S BROADWAY	SANTA MARIA
265.	1860 S BROADWAY	SANTA MARIA
266.	2344 PICO BLVD	SANTA MONICA
267.	14103 VENTURA BLVD	SHERMAN OAKS
268.	1515 E LOS ANGELES AVE	SIMI VALLEY
269.	4426 E LOS ANGELES AVE	SIMI VALLEY
270.	24842 WEST PICO CANYON RD	STEVENSON RANCH
271.	1648 E HAMMER LN	STOCKTON
272.	4715 WEST LN	STOCKTON
273.	6220 PACIFIC AVE	STOCKTON
274.	10867 PENROSE ST	SUN VALLEY
275.	999 W EL CAMINO REAL	SUNNYVALE
276.	15000 OLIVE VIEW DR	SYLMAR
277.	19360 VENTURA BLVD	TARZANA
278.	550 TUCKER RD	TEHACHAPI
279.	30690 RANCHO CALIFORNIA RD	TEMECULA
280.	1695 E THOUSAND OAKS BLVD	THOUSAND OAKS
281.	2905 E THOUSAND OAKS BLVD	THOUSAND OAKS
282.	1613 SEPULVEDA BLVD	TORRANCE
283.	3209 W 190TH ST	TORRANCE
284.	5340 W 190TH ST	TORRANCE

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	Address	City
285.	3087 EDINGER AVE	TUSTIN
286.	71617 29 PALMS HWY	TWENTYNINE PALMS
287.	1379 E FOOTHILL BLVD	UPLAND
288.	1640 W FOOTHILL BLVD	UPLAND
289.	810 MERCHANT ST	VACAVILLE
290.	4300 SONOMA BLVD	VALLEJO
291.	15300 VICTORY BLVD	VAN NUYS
292.	1098 E THOMPSON BLVD	VENTURA
293.	15180 BEAR VALLEY RD	VICTORVILLE
294.	1213 E VISTA WAY	VISTA
295.	856 NOGALES AVE	WALNUT
296.	635 YGNACIO VALLEY RD	WALNUT CREEK
297.	2190 N BROADWAY	WALNUT CREEK
298.	2702 N MAIN ST	WALNUT CREEK
299.	8525 S SEPULVEDA BLVD	WESTCHESTER
300.	6011 WESTMINSTER BLVD	WESTMINSTER
301.	11705 COLIMA RD	WHITTIER
302.	14180 LAMBERT RD	WHITTIER
303.	16751 YORBA LINDA BLVD	YORBA LINDA
304.	660 COLUSA AVE	YUBA CITY
305.	1235 COLUSA AVE	YUBA CITY
306.	1331 BRIDGE ST	YUBA CITY
307.	34795 YUCAIPA BLVD	YUCAIPA
308.	56982 29 PALMS HWY	YUCCA VALLEY

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**EXHIBIT D**

**SANTA CLARA COUNTY FACILITIES**

	<b>Address</b>	<b>City</b>
1.	1387 CAMDEN AVENUE	CAMPBELL
2.	535 WEST HAMILTON AVENUE	CAMPBELL
3.	19480 STEVENS CREEK BOULEVARD	CUPERTINO
4.	500 WEST EL CAMINO REAL	MOUNTAIN VIEW
5.	1141 EL CAMINO REAL	MOUNTAIN VIEW
6.	4201 MIDDLEFIELD ROAD	PALO ALTO
7.	4195 EL CAMINO REAL	PALO ALTO
8.	403 SARATOGA AVENUE	SAN JOSE
9.	3497 STEVENS CREEK BOULEVARD	SAN JOSE
10.	2302 ALMADEN ROAD	SAN JOSE
11.	1902 NORTH CAPITOL AVENUE	SAN JOSE
12.	3606 CAMDEN AVENUE	SAN JOSE
13.	884 BLOSSOM HILL ROAD	SAN JOSE
14.	1030 SARATOGA AVENUE	SAN JOSE
15.	2940 BOWERS AVENUE	SANTA CLARA
16.	2795 EL CAMINO REAL	SANTA CLARA
17.	999 WEST EL CAMINO REAL	SUNNYVALE

**EXHIBIT E**

Dear Franchisee,

Jiffy Lube International hereby reminds you that your Franchise Agreement requires compliance with all environmental laws. Failure to comply with environmental laws will result in a notice of default; failure to cure such default within 30 days may result in termination of the Franchise Agreement. In the event that a violation of environmental requirements threatens public health or safety, Jiffy Lube can terminate the franchise agreement without an opportunity to cure.

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3 **EXHIBIT F**

4 The Attorney General's Office shall distribute the \$ 500,000.00 as follows.

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<b>NO.</b>	<b>PAYEE</b>	<b>AMOUNT DUE</b>	
1.	Alameda County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
2.	Attorney General's Office	\$ 70,000.00	to reimburse costs of investigation and prosecution
3.	L.A. County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
4.	L.A. City Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206 (f)
5.	Marin County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
6.	Monterey County District Attorney	\$ 3,200.00	as penalties pursuant to B&P Code § 17206
7.	Monterey County Environmental Health Department	\$ 6,800.00	as costs
8.	Orange County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
9.	Riverside County District Attorney	\$ 80,000.00	as penalties to be deposited in the Consumer Protection Prosecution Account pursuant to B&P Code § 17206
10.	Sacramento County Environmental Health Division	\$ 30,000.00	as costs
11.	Sacramento County Environmental Health Division	\$ 60,000.00	as penalties pursuant to H&S Code § 25515.2
12.	Sacramento County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
13.	Sacramento County District Attorney Hazardous Materials Trust Fund	\$ 60,000.00	as penalties pursuant to H&S Code § 25515.2

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<b>NO.</b>	<b>PAYEE</b>	<b>AMOUNT DUE</b>	
14.	Sacramento County	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
15.	San Bernardino County District Attorney	\$ 80,000.00	as penalties pursuant to B&P Code § 17206
16.	San Diego County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
17.	San Joaquin County District Attorney	\$ 10,000.00	as costs
18.	Solano County District Attorney	\$ 10,000.00	as penalties pursuant to B&P Code § 17206
19.	Ventura County District Attorney	\$ 7,985.50	as penalties pursuant to B&P Code § 17206
20.	Ventura County Environmental Health Division	\$ 2,014.50	as costs