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FILED
SUPERIOR COURT
2013 APR -3 AM 11:59
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8

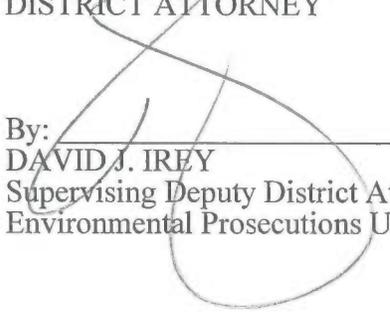
9 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN**

10 The People of the State of California,) Case No. 39-2013-00295102-CU-TT-STK
11 Plaintiff,)
12 vs.) **NOTICE OF ENTRY OF JUDGMENT**
13 SAVE MART SUPERMARKETS, a California) **(H&S §25181, §25516, §25516.2, §118325 &**
14 corporation,) **B&P §17203)**
15 Defendant.)

16 **TO ALL PARTIES APPEARING HEREIN AND THEIR ATTORNEYS:**
17 PLEASE TAKE NOTICE that a Stipulation For Entry Of Final Judgment And Permanent Injunction
18 in the above action was entered by the San Joaquin County Superior Court Clerk's Office on April 3,
19 2013. A copy of this Stipulation For Entry Of Final Judgment And Permanent Injunction is attached
20 to this Notice of Entry of Judgment.

21 Dated: April 3, 2013

JAMES P. WILLETT
DISTRICT ATTORNEY

By: 
24 DAVID J. IREY
25 Supervising Deputy District Attorney
Environmental Prosecutions Unit

FILED
SUPERIOR COURT

2013 APR -3 AM 10: 50

ROSA JUNQUEIRO, CLERK
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14 *Attorneys for Plaintiff,
15 People of the State of California*

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

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 COUNTY OF SAN JOAQUIN

20 **PEOPLE OF THE STATE OF
21 CALIFORNIA,**

22 Plaintiff,

23 v.

24 **SAVE MART SUPERMARKETS,
25 a California Corporation,**

26 Defendant.

Case No. 39-2013-00295102-CU-TT-STK

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION

Action Filed: March 27, 2013
Judge: Honorable Lesley D. Holland
Department: 13

APR 02 2013

1 WHEREAS, this Stipulation for Entry of Final Judgment and Permanent Injunction (“Final
2 Judgment”) is entered into by Plaintiff, the People of the State of California (“People”) and
3 Defendant Save Mart Supermarkets, a California Corporation (“Defendant”) that does and did
4 business in its own capacity and/or through agents, affiliates, and subsidiaries by their respective
5 attorneys. The People and Defendant shall be referred to collectively as “Parties.” The Parties
6 have stipulated and consented to the entry of this Final Judgment prior to trial. The Parties have
7 agreed to settle the above captioned matter without further litigation, as set forth below;

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

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

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

13 **1. JURISDICTION**

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

17 **2. SETTLEMENT OF DISPUTED CLAIMS**

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

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

1 **3. DEFINITIONS**

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

7 “California Facilities” means any Save Mart facility in the State of California including, but
8 not limited to, retail stores (including those stores with pharmacies), distribution centers, and
9 trucking operations owned or operated by Defendant and used to transport products and materials
10 to and from such facilities located in the State of California, that prior to or as of February 28,
11 2013 are owned, operated, licensed or leased or subleased by Defendant or any predecessor in
12 interest as identified in **Exhibit A**, attached. Exhibit A shall not be to the exclusion of any
13 locations that may have been inadvertently omitted, where the Parties agree in writing that an
14 omitted location should be included. As to any locations that have been omitted, Defendant shall
15 provide the following to the People within thirty (30) days after the omission comes to the
16 attention of Defendant: (a) written notice of such additional locations; and (b) to the best of
17 Defendant’s knowledge and belief, copies of any notices of violation and/or governmental
18 inspection reports applicable to such locations that have been received by that location since May
19 2, 2007, to the date of entry of this Final Judgment. If after the People have had sufficient time
20 within which to review the alleged reason for the omission and after Defendant has established to
21 the satisfaction of the People that the omission was inadvertent, the Parties shall agree in writing
22 that the additional location(s) be included in the Final Judgment.

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

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

1 **4. INJUNCTIVE RELIEF**

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

13 **4.1 Specific Injunctive Provisions**

14 Defendant shall comply with each of the following provisions at and from the California
15 Facilities to the extent that these provisions apply to Save Mart’s business operations at its
16 California Facilities:

17 4.1.a. Defendant shall not dispose, or cause the disposal of, any hazardous waste at a point
18 not authorized or permitted by the Department of Toxic Substances Control (“DTSC”), in
19 violation of Health & Safety Code section 25189, including, without limitation, to any trash
20 compactor, dumpster, drain, sink, or toilet at any of the California Facilities, or onto the surface or
21 subsurface of the ground at any unauthorized location, or at a landfill or transfer station not
22 authorized to receive hazardous waste.

23 4.1.b. Defendant shall determine, at each California Facility, whether each item returned by
24 a customer to that facility is “waste” as defined by California Code of Regulations, Title 22,
25 Section 66261.2, and if so, determine if that waste is “hazardous waste,” as required by California
26 Code of Regulations, Title 22, Section 66262.11.

27 4.1.c. Defendant shall determine, at each California Facility, whether each waste generated
28 at that facility as a result of a spill, container breakage or other means rendering the product not

1 usable for its intended purpose, is a “hazardous waste” as required by California Code of
2 Regulations, Title 22, section 66262.11.

3 4.1.d. Defendant shall manage every hazardous waste so identified pursuant to paragraphs
4 4.1.a., 4.1.b. and 4.1.c in accordance with the requirements of Chapter 6.5 of the Health and
5 Safety Code and its implementing regulations in the California Code of Regulations, Title 22.

6 4.1.e. Defendant shall not transport, transfer custody of, or cause to be transported, any
7 hazardous waste unless the transporter is properly licensed and registered to do so, as required by
8 Health & Safety Code section 25163. This prohibition includes, without limitation, the
9 transportation of any hazardous waste by a person that is not properly licensed and registered to
10 transport hazardous waste on a tractor and/or trailer owned or operated by Defendant.

11 4.1.f. Defendant shall not transport, or cause to be transported, any hazardous waste to an
12 unauthorized location, in violation of Health & Safety Code section 25189.5.

13 4.1.g. Defendant shall not transport, or cause to be transported, any item that would be
14 considered hazardous in California pursuant to Chapter 11 of Title 22, Division 4.5 of the
15 California Code of Regulations, as part of its “reverse logistics” process to centralize the
16 management of returned items at distribution centers owned by Defendant, unless pursuant to a
17 contractual agreement expressly providing for the return of the item to the manufacturer or the
18 manufacturer’s designated agent, and unless the item is in sufficiently good condition that it may
19 be donated, resold, reused, or recycled in a manner that does not constitute discard, pursuant to
20 California Code of Regulations, Title 22, section 66261.2.

21 4.1.h. Defendant shall lawfully and timely dispose of all accumulated hazardous waste from
22 each California Facility at least one time during every ninety (90) day period (unless a longer
23 interval is allowed for by California Code of Regulations Section 66262.34 or other law); and
24 shall timely cause to be prepared and filed with the DTSC a hazardous waste manifest for all
25 hazardous waste that is transported, or submitted for transportation, for offsite handling,
26 treatment, storage, disposal, or any combination thereof, as provided by Health & Safety Code
27 section 25160(b)(3) and California Code of Regulations, Title 22, section 66262.23; and shall

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1 timely notify the DTSC by filing an exception report concerning the treatment, storage, or
2 disposal facility's failure to return any executed manifest.

3 4.1.i. Defendant or Defendant's designated contractor shall contact the transporter and/or
4 the owner or operator of the designated facility which was to receive any hazardous waste to
5 determine the status of the hazardous waste in the event of non-receipt of a copy of the manifest
6 with the handwritten signature of the owner or operator of the designated facility within thirty-
7 five (35) days of the date the waste was accepted by the initial transporter, as provided by
8 California Code of Regulations, Title 22, Section 66262.42.

9 4.1.j. Defendant shall not treat, store, dispose of, transport, or offer for transportation, any
10 hazardous waste without having received and used a proper identification number from the U.S.
11 Environmental Protection Agency or DTSC, for the originating facility, as provided by Title 22 of
12 the California Code of Regulations section 66262.12, subdivision (a).

13 4.1.k. Defendant shall maintain a program for the lawful storage, handling and
14 accumulation of hazardous waste, and for the lawful segregation of hazardous-waste items that
15 are in leaking containers, as provided by Health & Safety Code section 25123.3 and California
16 Code of Regulations, Title 22, sections 66262.34, 66265.173 and 66265.177.

17 4.1.l. Defendant shall maintain properly designated and designed hazardous waste storage
18 areas, which include the segregation of hazardous wastes, and shall conduct weekly inspections of
19 hazardous waste storage areas, at each California Facility, as required by California Code of
20 Regulations, Title 22, sections 66262.34 and 66265.174.

21 4.1.m. Defendant shall comply with all employee training obligations required by
22 California Code of Regulations, Title 22, section 66265.16, pertaining to the handling of
23 hazardous waste, including, but not limited to, the requirement to maintain for a period of three
24 (3) years, all training documentation for each employee involved in hazardous waste handling at
25 any California Facility. In addition, Defendant shall establish and maintain an employee training
26 program designed to enhance employee awareness of any regulatory or statutory changes in
27 environmental compliance requirements, including, but not limited to, changes in Chapters 6.5

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

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

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

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

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

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

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

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

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

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

9 **4.2 Reverse Distribution of Pharmaceuticals**

10 4.2.a. By November 1, 2013, Defendant shall initiate work with appropriate stakeholders
11 from business, including through retail trade associations, and directly or indirectly those from
12 government, including the U.S. Environmental Protection Agency, the U.S. Food and Drug
13 Administration, DTSC and California Department of Public Health, and thereafter either directly
14 or through trade associations or informal coalitions of interested parties, undertake to promote
15 federal regulatory reform regarding the proper management of non-dispensable pharmaceuticals,
16 including over-the-counter medications, through reverse distribution. Such work shall include
17 coordination and communication with national retail trade associations. Progress on such work
18 shall be included in the status reports required by Paragraph 22 below.

19 4.2.b. During the term of this Final Judgment, the People shall only pursue a violation of
20 this Final Judgment or applicable law regarding the reverse distribution of such non-dispensable
21 pharmaceuticals if Defendant has failed to demonstrate reasonable diligence, given Defendant's
22 size, capacity and scope in performing work on the federal regulatory reform described in
23 subparagraph 4.2.a above. Nothing herein shall prevent the People from pursuing appropriate
24 enforcement of this Final Judgment or applicable law regarding the reverse distribution of:

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

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

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

6 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS,**
7 **COSTS, AND ENHANCED ENVIRONMENTAL COMPLIANCE EFFORTS**

8 In consideration of Defendant's efforts to implement a company-wide retail
9 hazardous/unsalable product waste program and the creation of new, enhanced compliance
10 programs, as set forth in paragraph 5.3, Defendant shall, in accordance with this Final Judgment,
11 pay Civil Penalties, fund the Supplemental Environmental Projects provided for in this Final
12 Judgment, and pay costs, in the total amount of **TWO MILLION, FIVE HUNDRED AND**
13 **FIFTY THOUSAND DOLLARS (\$2,550,000.00)** Said payments may be made by business or
14 cashier's check and shall be made as set forth in paragraphs 5.1, 5.2, and 5.4 below, in four equal
15 installments pursuant to the following schedule: The first payment shall be made no later than
16 April 1, 2013; the second payment shall be made no later than January 1, 2014; the third payment
17 shall be made no later than October 1, 2014; and the fourth payment shall be made no later than
18 July 1, 2015. Defendant shall deliver all required payments to the District Attorney's Office for
19 the County of San Joaquin, Attention: David J. Irely, Supervising Deputy District Attorney, for
20 distribution pursuant to the terms of this Final Judgment.

21 **5.1 Civil Penalties**

22 Defendant shall pay **TWO MILLION, SEVENTY THOUSAND DOLLARS**
23 **(\$2,070,000.00)** as civil penalties pursuant to Health and Safety Code sections 25189 and 25514,
24 and Business and Professions Code section 17206, to the prosecuting agencies/regulatory
25 agencies identified in, and in accordance with the terms of, **Exhibits B-1 and B-2**, attached.

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1 **5.2 Supplemental Environmental Projects**

2 Defendant shall pay **TWO HUNDRED AND EIGHTY THOUSAND DOLLARS**
3 **(\$280,000.00)** for supplemental environmental projects identified in, and in accordance with the
4 terms of, **Exhibit C**, attached.

5 **5.3 Enhanced Environmental Compliance Efforts**

6 "Within six (6) months after entry of the Final Judgment, Defendant will train and designate
7 a full-time employee as their California Environmental Compliance Manager (CECM)¹. This
8 CECM shall be responsible for environmental, health, regulatory and safety compliance assurance
9 for the State of California. This CECM shall be familiar with all terms contained in this
10 Judgment. Defendant shall continuously staff the CECM position for a minimum of 5 years.
11 Defendant also intends to commit sufficient resources to do the following: conduct internal
12 audits and use third-party audits of its hazardous/unsalable product waste; continue its Day of
13 Action program; maintain membership in the Retail Industry Leaders Association; designate and
14 train two additional California environmental compliance employees; and work with The Wercs,
15 or an equivalent company, as well as Defendant's product vendors, in an effort to determine the
16 characteristics of its products available for sale and utilized in Defendant's operations which may
17 be hazardous. It is recognized that any such designated California compliance employees may
18 also have other responsibilities, including without limitation, environmental, health, regulatory
19 and safety matters not related to hazardous waste.

20 **5.4 Reimbursement of Partial Costs of Investigation and Enforcement**

21 Defendant shall pay **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)** for
22 reimbursement of attorney's fees, costs of investigation, and other costs of enforcement, to the
23 entities identified in, and in accordance with the terms of, **Exhibits D-1 and D-2**, attached.

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

25 The People may move this Court for additional relief for any violation of any provision of
26 this Final Judgment including, but not limited to, contempt, additional injunctive provisions, or

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

1 additional penalties consistent with the provisions of this Final Judgment. Unless otherwise set
2 forth herein, nothing in this Final Judgment shall limit any rights of the People to seek any other
3 relief or remedies provided by law, or limit the rights of Defendant to defend against any request
4 of the People for such other relief or remedies.

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

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

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

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1 7.3 In any subsequent action that may be brought by the People based on any Reserved
2 Claim, Defendant agrees that it will not assert that failing to pursue the Reserved Claim(s) as part
3 of this action constitutes claim-splitting. This Paragraph does not affect any statute of limitations,
4 if any, which may be applicable to any Reserved Claim(s) otherwise excluded from this Final
5 Judgment and does not prohibit Defendant from asserting any statute of limitations or other legal
6 or equitable defenses that may be applicable to any Reserved Claim(s).

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

20 7.5 The provisions of paragraph 7.1 are effective on the date of entry of the Final
21 Judgment. The continuing effect of paragraph 7.1 is expressly conditioned on Defendant's full
22 payment of the amounts due under this Final Judgment.

23 7.6 Paragraph 7.1 does not limit the ability of the People to enforce the terms of this Final
24 Judgment.

25 7.7 Defendant covenants not to pursue any civil or administrative claims against the People
26 or against any agency of the State of California, any county or city in the State of California or
27 any CUPA, Participating Agency or local agency (collectively "Agencies"), or against any of
28 their officers, employees, representatives, agents or attorneys, arising out of or related to any

1 Covered Matter; provided, however, that if any Agencies initiate claims against Defendant,
2 Defendant reserves any and all rights, claims, demands and defenses against such Agencies.

3 7.8 Any event that is beyond the control of Defendant and that prevents it from timely
4 performing any obligation under Paragraphs 4 and 5 of this Final Judgment, despite its best
5 efforts to fulfill that obligation, is a “force majeure” event. The requirement that Defendant
6 exercise its “best efforts to fulfill the obligation” includes the requirement that Defendant use its
7 best efforts to anticipate any potential force majeure event and use best efforts to address the
8 effects of any potential force majeure event: (1) as it is occurring, and (2) following the force
9 majeure event, such that the delay is minimized to the greatest extent possible. “Force majeure”
10 does not include financial inability to fund or complete the obligation.

11 **8. NOTICE**

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

13 For the People:

14 David J. Irely
15 Supervising Deputy District Attorney
16 Office of the District Attorney of San Joaquin County
17 222 E. Weber Ave., Room 202
18 Stockton, CA 95202
19 David.Irely@sjcda.org

20 For Defendant Save Mart:

21 Eric J. Nadworny
22 Chief Human Resources and Legal Officer
23 Save Mart Supermarkets
24 1800 Standiford Ave.
25 Modesto, CA 95350
26 enadworny@savemart.com

27 With a copy to:

28 Stephen F. Boutin
Shareholder
BOUTIN JONES, INC
555 Capitol Mall, Suite 1500
Sacramento, CA 95814
sboutin@boutinjones.com

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

8 **9. EFFECT OF FINAL JUDGMENT**

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

14 **10. LIABILITY OF THE PEOPLE**

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

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

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

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

3 **12. FUTURE REGULATORY CHANGES**

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

9 **13. APPLICATION OF FINAL JUDGMENT**

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

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

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

19 **15. CONTINUING JURISDICTION**

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

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

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

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

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

22 **18. INTERPRETATION**

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

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1 **19. COUNTERPART SIGNATURES**

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

5 **20. INTEGRATION**

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

9 **21. MODIFICATION OF FINAL JUDGMENT**

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

12 **22. STATUS REPORTS**

13 Beginning six (6) months after entry of this Final Judgment, for as long as this Final
14 Judgment remains in effect, Defendant shall submit an annual status report to the People’s
15 representative listed in Section 8 above. The status report shall: (1) briefly summarize the
16 actions that Defendant has taken during the previous year in order to comply with its obligations
17 under this Final Judgment, including but not limited to a detailed information and evidence of
18 expenditures for the enhanced environmental compliance efforts made by Defendant as required
19 under Paragraph 5.3 of this Final Judgment; (2) disclose and provide copies of any notices of
20 violation that Defendant has received pertaining to environmental matters at its California
21 Facilities, and disclose any corrective measures taken as a result; and (3) set forth any penalties
22 Defendant has paid to any governmental agency for alleged noncompliance with any of the
23 aforementioned environmental statutes or regulations arising from its California Facilities. Each
24 status report shall be signed by an officer or corporate level manager of Defendant authorized by
25 Defendant to sign under penalty of perjury that to the best of his or her knowledge based on
26 information and belief and after reasonable investigation the information contained therein is true
27 and correct. Provided, further, that beginning one (1) year after entry of this Final Judgment, and
28 continuing for as long as this Final Judgment remains in effect, Defendant shall, at the People’s

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

4 **23. TERMINATION OF FINAL JUDGMENT**

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

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1 reasonably diligent in pursuing the actions described in Paragraph 4.2.a. The termination of the
2 injunctive provisions of the Final Judgment shall have no effect on Defendant's obligation to
3 comply with the requirements imposed by statute, regulation, ordinance, or law.

4 **IT IS SO STIPULATED.**

5
6 **FOR THE PEOPLE:**

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

9 DATED: March 28, 2013

10 By: _____
11 DAVID J. AREY
12 Supervising Deputy District Attorney

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

15 DATED: _____

16 By: _____
17 DIANE M. TAIRA
18 Deputy District Attorney

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

21 DATED: _____

22 By: _____
23 MICHAEL BRUMMEL
24 Deputy District Attorney

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

27 DATED: _____

28 By: _____
JANE CRUE
Deputy District Attorney

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IT IS SO STIPULATED.

FOR THE PEOPLE:

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

DATED: _____

By: _____
DAVID J. IREY
Supervising Deputy District Attorney

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

DATED: 3/28/13

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

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

DATED: _____

By: _____
MICHAEL BRUMMEL
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

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8 County of San Joaquin, State of California

9 DATED: _____

10 By: _____
11 DAVID J. IREY
12 Supervising Deputy District Attorney

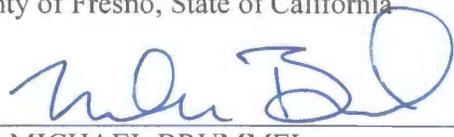
13 DONALD A. DU BAIN, District Attorney
14 County of Solano, State of California

15 DATED: _____

16 By: _____
17 DIANE M. TAIRA
18 Deputy District Attorney

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

21 DATED: 3/28/2013

22 By: 
23 MICHAEL BRUMMEL
24 Deputy District Attorney

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

27 DATED: _____

28 By: _____
JANE CRUE
Deputy District Attorney

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4 **IT IS SO STIPULATED.**

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11 By: _____
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21 County of Fresno, State of California

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25 Deputy District Attorney

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

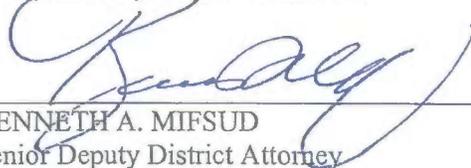
28 DATED: 3/27/13

By: 
JANE CRUE
Deputy District Attorney

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

DATED: 3-27-13

By: 
KENNETH A. MIFSUD
Senior Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
STACEY GRASSINI
Deputy District Attorney

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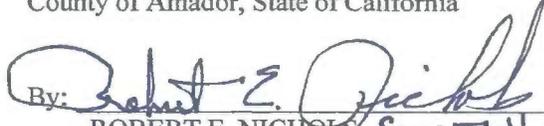
NANCY E. O'MALLEY, District Attorney
County of Alameda, State of California

DATED: _____

By: _____
KENNETH A. MIFSUD
Senior Deputy District Attorney

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

DATED: 3/28/13

By: 
ROBERT E. NICHOLS *for Todd Riebe*
~~Deputy District Attorney~~

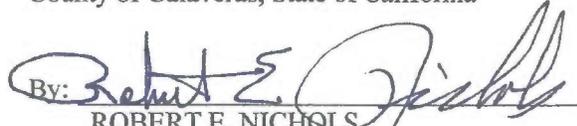
MICHAEL L. RAMSEY, District Attorney
County of Butte, State of California

DATED: _____

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/28/13

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
STACEY GRASSINI
Deputy District Attorney

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

DATED: _____

By: _____
KENNETH A. MIFSUD
Senior Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

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ROBERT E. NICHOLS
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County of Calaveras, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

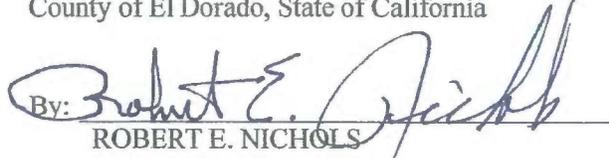
DATED: 3/27/13

By: 
STACEY GRASSINI
Deputy District Attorney

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

DATED: 3/28/13

By: 
ROBERT E. NICHOLS
Deputy District Attorney

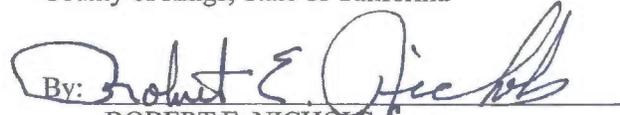
LISA S. GREEN, District Attorney
County of Kern, State of California

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy District Attorney

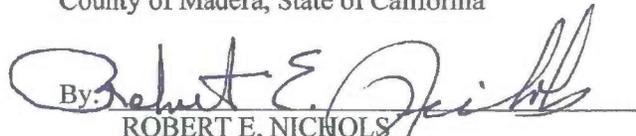
GREG STRICKLAND, District Attorney
County of Kings, State of California

DATED: 3/28/13

By: 
ROBERT E. NICHOLS *for*
~~Deputy District Attorney~~
Greg Strickland

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

DATED: 3/28/13

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

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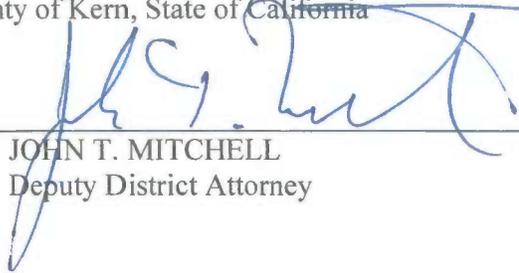
VERN PIERSON, District Attorney
County of El Dorado, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3-27-13

By: 
JOHN T. MITCHELL
Deputy District Attorney

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

DATED: _____

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

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

DATED: _____

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

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County of Madera, State of California

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ROBERT E. NICHOLS
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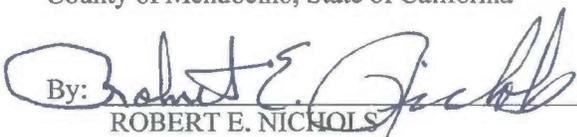
DATED: 3/27/2013

By: Andres H. Perez
ANDRES H. PEREZ
Deputy District Attorney

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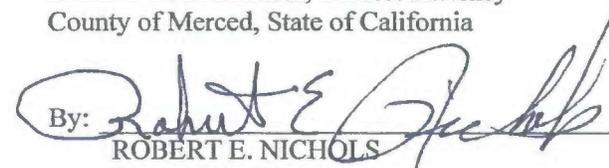
C. DAVID EYSTER, District Attorney
County of Mendocino, State of California

DATED: 3/28/13

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/28/13

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ANNE M. MICHAELS
Managing Deputy District Attorney

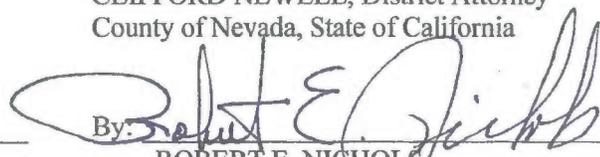
GARY LIEBERSTEIN, District Attorney
County of Napa, State of California

DATED: _____

By: _____
LINDSAY D. HORVATH
Deputy District Attorney

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

DATED: 3/28/13

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

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Deputy District Attorney

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

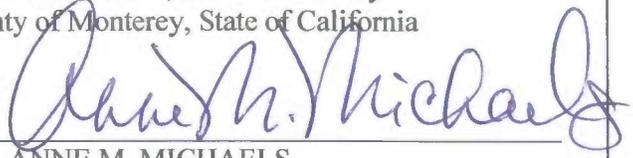
DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: March 28, 2013

By: 

ANNE M. MICHAELS
Managing Deputy District Attorney

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

DATED: _____

By: _____

LINDSAY D. HORVATH
Deputy District Attorney

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

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

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County of Monterey, State of California

DATED: _____

By: _____
ANNE M. MICHAELS
Managing Deputy District Attorney

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

DATED: 3/29/13

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

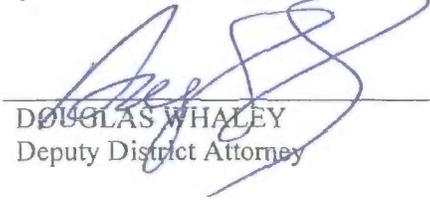
DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/28/13

By: 
DOUGLAS WHALEY
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
REBECCA D. WAGNER
Assistant District Attorney

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

DATED: _____

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

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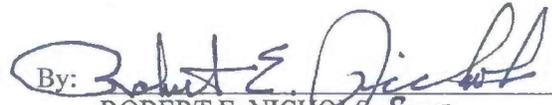
JAN SCULLY, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Deputy District Attorney

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

DATED: 3/28/13

By: 
ROBERT E. NICHOLS For
~~Deputy District Attorney~~ Candice Hooper-Mancino

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

DATED: _____

By: _____
REBECCA D. WAGNER
Assistant District Attorney

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

DATED: _____

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

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

DATED: _____

By: _____
DOUGLAS WHALEY
Deputy District Attorney

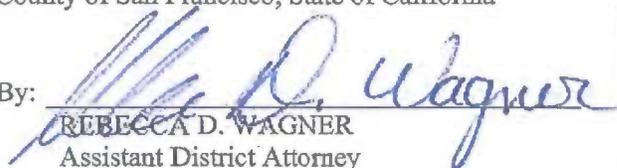
CANDICE HOOPER-MANCINO, District Attorney
County of San Benito, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: March 28, 2013

By: 
REBECCA D. WAGNER
Assistant District Attorney

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

DATED: _____

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

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

DATED: _____

By: _____
DOUGLAS WHALEY
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
REBECCA D. WAGNER
Assistant District Attorney

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

DATED: 3-27-13

By: 
JOHN E. WILSON
Deputy District Attorney In Charge

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

DATED: 3/28/13

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

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

DATED: _____

By: _____
NAHAL IRAVANI-SANI
Deputy District Attorney

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

DATED: _____

By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney

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

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

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

DATED: _____

By: _____
ANN GALLAGHER WHITE
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney
for JOYCE E. DUDLEY

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

DATED: March 28, 2013

By: 
NAHAL IRAVANI-SANI
Deputy District Attorney

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

DATED: _____

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Supervising Assistant District Attorney

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

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney
for JOYCE E. DUDLEY

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

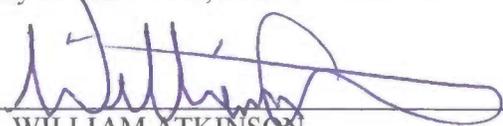
DATED: _____

By: _____

NAHAL IRAVANI-SANI
Deputy District Attorney

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

DATED: 3.27.13

By: 

WILLIAM ATKINSON
Supervising Assistant District Attorney

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

DATED: _____

By: _____

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Deputy District Attorney

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

DATED: _____

By: _____

ANN GALLAGHER WHITE
Deputy District Attorney

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

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney
for JOYCE E. DUDLEY

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

DATED: _____

By: _____

NAHAL IRAVANI-SANI
Deputy District Attorney

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

DATED: _____

By: _____

WILLIAM ATKINSON
Supervising Assistant District Attorney

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

DATED: 03/27/2013

By:  _____

ANAND B. JESRANI
Deputy District Attorney

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

DATED: _____

By: _____

ANN GALLAGHER WHITE
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney
for JOYCE E. DUDLEY

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

DATED: _____

By: _____
NAHAL IRAVANI-SANI
Deputy District Attorney

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

DATED: _____

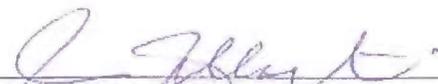
By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney

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

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

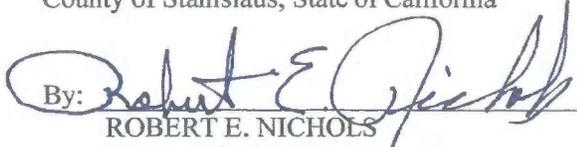
JILL R. RAVITCH, District Attorney
County of Sonoma, State of California

DATED: March 28, 2013 By: 
ANN GALLAGHER WHITE
Deputy District Attorney

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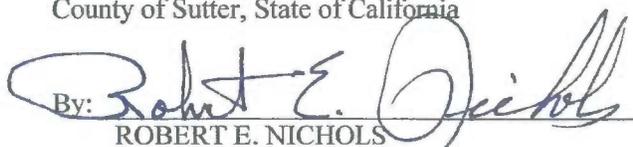
BIRGIT A. FLADAGER, District Attorney
County of Stanislaus, State of California

DATED: 3/28/13

By: 
ROBERT E. NICHOLS
Deputy District Attorney

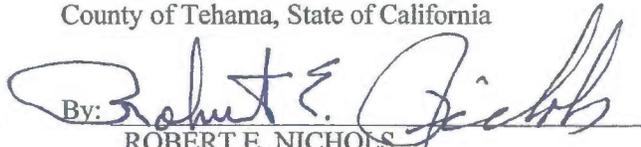
CARL V. ADAMS, District Attorney
County of Sutter, State of California

DATED: 3/28/13

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/28/13

By: 
ROBERT E. NICHOLS
Deputy District Attorney

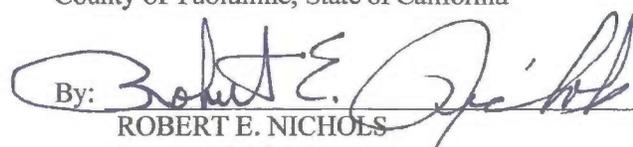
TIM WARD, District Attorney
County of Tulare, State of California

DATED: _____

By: _____
RODNEY M. BLACO
Deputy District Attorney

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

DATED: 3/28/13

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
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CARL V. ADAMS, District Attorney
County of Sutter, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

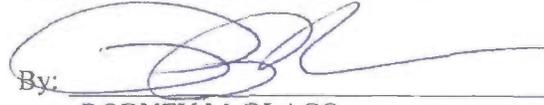
GREGG COHEN, District Attorney
County of Tehama, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/28/13

By: 
RODNEY M. BLACO
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MICHAEL KNOWLES, District Attorney
County of Tuolumne, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: March 27, 2013

By: Larry Barlly
LARRY BARLBY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

FOR DEFENDANT:

DATED: _____

By: _____
ERIC J. NADWORN
Chief Human Resources and Legal Officer
SAVE MART SUPERMARKETS

REVIEWED AS TO FORM AND
CONTENT:

DATED: _____

By: _____
STEPHEN F. BOUTIN
BOUTIN JONES, INC.
Attorney for SAVE MART SUPERMARKETS

IT IS SO ORDERED.

DATED: _____

By: _____
HONORABLE LESLEY D. HOLLAND
Judge of the Superior Court

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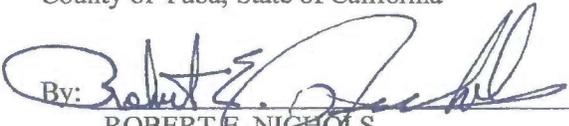
JEFF W. REISIG, District Attorney
County of Yolo, State of California

DATED: _____

By: _____
LARRY BARLLY
Supervising Deputy District Attorney

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

DATED: 3/28/13

By: 
ROBERT E. NICHOLS
Deputy District Attorney

FOR DEFENDANT:

DATED: _____

By: _____
ERIC J. NADWORN
Chief Human Resources and Legal Officer
SAVE MART SUPERMARKETS

REVIEWED AS TO FORM AND
CONTENT:

DATED: _____

By: _____
STEPHEN F. BOUTIN
BOUTIN JONES, INC.
Attorney for SAVE MART SUPERMARKETS

IT IS SO ORDERED.

DATED: _____

By: _____
HONORABLE LESLEY D. HOLLAND
Judge of the Superior Court

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

DATED: _____

By: _____
LARRY BARLLY
Supervising Deputy District Attorney

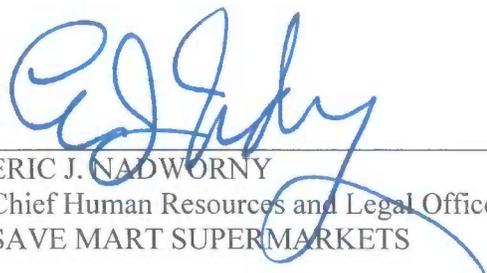
PATRICK McGRATH, District Attorney
County of Yuba, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

FOR DEFENDANT:

DATED: 4/1/13

By: 
ERIC J. NADWORN
Chief Human Resources and Legal Officer
SAVE MART SUPERMARKETS

REVIEWED AS TO FORM AND
CONTENT:

DATED: _____

By: _____
STEPHEN F. BOUTIN
BOUTIN JONES, INC.
Attorney for SAVE MART SUPERMARKETS

IT IS SO ORDERED.

DATED: _____

By: _____
HONORABLE LESLEY D. HOLLAND
Judge of the Superior Court

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

DATED: _____

By: _____
LARRY BARLLY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

FOR DEFENDANT:

DATED: _____

By: _____
ERIC J. NADWORN
Chief Human Resources and Legal Officer
SAVE MART SUPERMARKETS

REVIEWED AS TO FORM AND
CONTENT:

DATED: March 28, 2013 By: _____


STEPHEN F. BOUTIN
BOUTIN JONES, INC.
Attorney for SAVE MART SUPERMARKETS

IT IS SO ORDERED.

DATED: APR - 3 2013

By: LESLEY D. HOLLAND
HONORABLE LESLEY D. HOLLAND
Judge of the Superior Court

Additional Counsel for the Plaintiff

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- 14 MICHAEL R. KEITZ
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- 17 Telephone: (559) 675-7726
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- 1 LARRY D. MORSE II
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- 25 CANDICE HOOPER-MANCINO
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- 1 GEORGE GASCÓN
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- 24 Telephone: (530) 245-6300
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Solano County District Attorney
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- 27 675 Texas Street, 4th Floor, # 4500
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- 28 Telephone: (707) 784-6800

- 1 JILL R. RAVITCH
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- 2 ANN GALLAGHER WHITE, SBN 167419
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- 3 2300 County Center Drive, Suite B-170
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- 4 Telephone: (707) 565-3161
- 5 BIRGIT A. FLADAGER
Stanislaus County District Attorney
- 6 ROBERT E. NICHOLS, SBN 100028
Deputy District Attorney
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Modesto, CA 95354
- 8 Telephone: (209) 525-5550
- 9 CARL V. ADAMS
Sutter County District Attorney
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- 11 446 2nd Street, Suite 102
Yuba City, CA 95991-5525
- 12 Telephone: (530)822-7330
- 13 GREGG COHEN
Tehama County District Attorney
- 14 ROBERT E. NICHOLS, SBN 100028
Deputy District Attorney
- 15 444 Oak Street, Room L, P.O. Box 519
Red Bluff, CA 96080
- 16 Telephone: (530) 527-3053
- 17 TIM WARD
Tulare County District Attorney
- 18 RODNEY M. BLACO, SBN 212139
Deputy District Attorney
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Visalia, CA 93291
- 20 Telephone: (559) 636-5494
- 21 MICHAEL KNOWLES
Tuolumne County District Attorney
- 22 ROBERT E. NICHOLS, SBN 100028
Deputy District Attorney
- 23 423 North Washington Street
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- 24 Telephone: (209) 588-5450
- 25 JEFF W. REISIG
Yolo County District Attorney
- 26 LARRY BARLLY, SBN 114456
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Woodland, CA 95695-3415
- 28 Telephone: (530) 666-8180

1 PATRICK MCGRATH
Yuba County District Attorney
2 ROBERT E. NICHOLS, SBN 100028
Deputy District Attorney
3 215 Fifth Street, Ste. 152
Marysville, CA 95901
4 Telephone: (530) 749-7770

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EXHIBIT A

Exhibit A - California Facilities

Store	Address	City	County	Zip	Store Brand
700	815 Marina Village Pkwy	Alameda	Alameda	94501	Lucky
704	3443 Castro Valley Blvd.	Castro Valley	Alameda	94546	Lucky
712	34101 Fremont Blvd.	Fremont	Alameda	94555	Lucky
225	34444 Fremont Blvd	Fremont	Alameda	94536	n/a
713	35820 Fremont Blvd.	Fremont	Alameda	94536	Lucky
409	39441 Fremont Blvd.	Fremont	Alameda	94538	Food Maxx
711	40055 Mission Blvd.	Fremont	Alameda	94539	Lucky
714	5000 Mowry Ave.	Fremont	Alameda	94538	Lucky
715	22555 Mission Blvd.	Hayward	Alameda	94541	Lucky
717	24500 Hesperian Blvd.	Hayward	Alameda	94545	Lucky
716	25151 Santa Clara St.	Hayward	Alameda	94544	Lucky
406	27300 Hesperian Blvd	Hayward	Alameda	94545	Food Maxx
722	1951 Holmes St.	Livermore	Alameda	94550	Lucky
721	2000 Portola Ave.	Livermore	Alameda	94551	Lucky
462	39966 Cedar Blvd.	Newark	Alameda	94560	Food Maxx
417	10950 International Blvd.	Oakland	Alameda	94603	Food Maxx
734	1963 Mountain Blvd.	Oakland	Alameda	94611	Lucky
736	247 E. 18th St.	Oakland	Alameda	94606	Lucky
735	3000 E. 9th St.	Oakland	Alameda	94601	Lucky
733	4055 MacArthur Blvd.	Oakland	Alameda	94619	Lucky
744	6155 W. Las Positas	Pleasanton	Alameda	94588	Lucky
767	1300 Fairmont Drive	San Leandro	Alameda	94578	Lucky
416	699 Lewelling Blvd.	San Leandro	Alameda	94579	Food Maxx
768	15840 Hesperian Blvd.	San Lorenzo	Alameda	94580	Lucky
463	30073 Industrial Parkway SW	Union City	Alameda	94587	Food Maxx
782	32300 Dyer St.	Union City	Alameda	94587	Lucky
609	11980 Highway 88	Jackson	Amador	95642	Save Mart
602	146 W East Ave.	Chico	Butte	95926	Save Mart
475	2051 Dr. Martin Luther King Jr. Pkwy	Chico	Butte	95928	Food Maxx
474	1160 Oroville Dam Rd.	Oroville	Butte	95965	Food Maxx
613	6636 Clark Rd.	Paradise	Butte	95969	Save Mart
46	260 South Main St.	Angels Camp	Calaveras	95222	Save Mart
223	111 East 18th St	Antioch	Contra Costa	94509	Save Mart
465	2950 Delta Fair Blvd.	Antioch	Contra Costa	94509	Food Maxx
212	3190 Contra Loma Blvd.	Antioch	Contra Costa	94509	Save Mart
482	4500 Lonetree Way	Antioch	Contra Costa	94531	Food Maxx
480	4461 Balfour Rd.	Brentwood	Contra Costa	94513	Food Maxx
481	1751 Monument Blvd.	Concord	Contra Costa	94527	Food Maxx
418	4505 Clayton Road	Concord	Contra Costa	94521	Food Maxx
705	5190 Clayton Rd.	Concord	Contra Costa	94521	Lucky
708	660 San Ramon Vly Rd.	Danville	Contra Costa	94526	Lucky
709	1000 El Cerrito Plaza	El Cerrito	Contra Costa	94530	Lucky
718	1590 Sycamore Ave.	Hercules	Contra Costa	94547	Lucky
725	1145 Arnold Drive	Martinez	Contra Costa	94553	Lucky
737	2545 Main St.	Oakley	Contra Costa	94561	Lucky
466	1370 Fitzgerald Dr.	Pinole	Contra Costa	94564	Food Maxx
742	1530 Fitzgerald Drive	Pinole	Contra Costa	94564	Lucky
213	3033 Harbor St	Pittsburg	Contra Costa	94565	Save Mart
743	155 Crescent Plaza	Pleasant Hill	Contra Costa	94523	Lucky
411	13220 San Pablo ave.	San Pablo	Contra Costa	94806	Food Maxx
769	300 San Pablo Towne Ctr	San Pablo	Contra Costa	94806	Lucky
770	21001 San Ramon Vly Blvd., Ste. B	San Ramon	Contra Costa	94583	Lucky

Exhibit A - California Facilities

Store	Address	City	County	Zip	Store Brand
771	3181 Crow Canyon Place	San Ramon	Contra Costa	94583	Lucky
614	1270 Broadway	Placerville	El Dorado	95667	Save Mart
615	3966 Missouri Flat Rd., Ste. A	Placerville	El Dorado	95667	Save Mart
87	1157 N. Willow	Clovis	Fresno	93611	Save Mart
459	1355 Shaw Ave.	Clovis	Fresno	93612	Food Maxx
98	1835 Herndon Avenue	Clovis	Fresno	93611	Save Mart
52	2179 Shaw Ave.	Clovis	Fresno	93611	Save Mart
33	80 W. Bullard	Clovis	Fresno	93612	Save Mart
75	850 Herndon Ave	Clovis	Fresno	93612	n/a
88	275 W. Forest Ave	Coalinga	Fresno	93210	Save Mart
78	1107 E. Champlain	Fresno	Fresno	93720	Save Mart
456	1177 Fresno St.	Fresno	Fresno	93706	Food Maxx
81	1625 Fruit Ave	Fresno	Fresno	93705	Save Mart
54	2066 W. Bullard	Fresno	Fresno	93711	Save Mart
652	2425 N. Blackstone Ave.	Fresno	Fresno	93703	Save Mart
403	3241 West Shaw	Fresno	Fresno	93711	Food Maxx
19	4041 E Ashlan	Fresno	Fresno	93726	Save Mart
650	4043 W. Clinton	Fresno	Fresno	93722	Save Mart
92	4120 N. West Ave.	Fresno	Fresno	93705	Save Mart
404	4970 E. Kings Canyon Rd	Fresno	Fresno	93727	Food Maxx
414	5422 N. Blackstone	Fresno	Fresno	93710	Food Maxx
99	5671 E Kings Canyon Rd	Fresno	Fresno	93727	Save Mart
651	5750 North First St.	Fresno	Fresno	93710	Save Mart
653	6055 N. Figarden	Fresno	Fresno	93722	Save Mart
71	659 E. Nees	Fresno	Fresno	93720	Save Mart
93	6797 N. Milburn	Fresno	Fresno	93722	Save Mart
65	7075 N. Marks	Fresno	Fresno	93711	Save Mart
17	15040 W Whitesbridge	Kerman	Fresno	93630	Save Mart
654	909 Sierra St.	Kingsburg	Fresno	93631	Save Mart
27	1580 E Manning	Reedley	Fresno	93654	Save Mart
60	237 Academy Ave	Sanger	Fresno	93657	Save Mart
58	2859 Whitson St.	Selma	Fresno	93662	Save Mart
452	1115 Union Ave.	Bakersfield	Kern	93307	Food Maxx
69	2733 Calloway	Bakersfield	Kern	93312	n/a
402	4128 Chester Ave.	Bakersfield	Kern	93301	Food Maxx
453	4400 Ming Ave.	Bakersfield	Kern	93309	Food Maxx
401	6300 White Lane	Bakersfield	Kern	93309	Food Maxx
413	6465 Niles St.	Bakersfield	Kern	93306	Food Maxx
96	9600 Hageman	Bakersfield	Kern	93312	Save Mart
59	1700 High St.	Delano	Kern	93215	Save Mart
64	841 Tucker Rd.	Tehacapi	Kern	93561	Save Mart
44	2425 Highway 46	Wasco	Kern	93280	Save Mart
36	715 W Grangeville	Hanford	Kings	93230	Save Mart
73	105 W Hanford-Amona Rd.	Lemoore	Kings	93245	Save Mart
103	1225 E Robertson Blvd	Chowchilla	Madera	93610	Save Mart
41	1750 W. Robertson	Chowchilla	Madera	93610	Save Mart
376	1143 Country Club Dr.	Madera	Madera	93638	Save Mart
77	1504 Howard Rd.	Madera	Madera	93637	Save Mart
720	570 Magnolia Ave.	Larkspur	Marin	94939	Lucky
732	1761 Grant Ave.	Novato	Marin	94945	Lucky
473	1235 Airport Park Blvd.	Ukiah	Mendocino	95482	Food Maxx
628	504 East Perkins St.	Ukiah	Mendocino	95482	Lucky

Exhibit A - California Facilities

Store	Address	City	County	Zip	Store Brand
102	1701 Bellevue Rd.	Atwater	Merced	95301	Save Mart
2	351 Bellevue	Atwater	Merced	95301	Save Mart
101	1337 Pacheco Blvd.	Los Banos	Merced	93635	Save Mart
30	1136 W Main St.	Merced	Merced	95340	Save Mart
391	1300 W Olive Ave	Merced	Merced	95348	Save Mart
53	150 W Olive Dr.	Merced	Merced	95340	Save Mart
YW DC	2674 E. Vassar Ave.	Merced	Merced	95348	DC
656	3094 G St.	Merced	Merced	95340	n/a
703	555 Carmel Rancho Shop'g Ctr	Carmel	Monterey	93923	Save Mart
724	270 Reservation Rd.	Marina	Monterey	93933	Save Mart
738	200 Country Club Center	Pacific Grove	Monterey	93950	Save Mart
747	1150 So. Main St.	Salinas	Monterey	93901	Save Mart
746	1223 N. Davis Rd.	Salinas	Monterey	93907	Save Mart
405	1962 N Main Street	Salinas	Monterey	93906	Food Maxx
772	2000 California Ave.	Sand City	Monterey	93955	Save Mart
731	1312 Trancas St.	Napa	Napa	94558	Lucky
730	2355 California Blvd.	Napa	Napa	94559	Lucky
608	2054 Nevada City Hwy	Grass Valley	Nevada	95945	Save Mart
627	11399 Deerfield Drive	Truckee	Nevada	96161	Save Mart
600	386 Elm Ave.	Auburn	Placer	95603	Save Mart
616	3021 Stanford Ranch Rd.	Rocklin	Placer	95765	Save Mart
617	5060 Foothills	Roseville	Placer	95747	Save Mart
ROS DC	9999 Niblick Dr	Roseville	Placer	95678	DC
626	100 River Rd.	Tahoe City	Placer	96145	Save Mart
470	8065 Watt Ave.	Antelope	Sacramento	95843	Food Maxx
601	4708 Manzanita Ave.	Carmichael	Sacramento	95608	Save Mart
603	6454 Tupelo Dr.	Citrus Heights	Sacramento	95610	Save Mart
420	6982 Sunrise Blvd.	Citrus Heights	Sacramento	95610	Food Maxx
606	7707 Laguna Blvd.	Elk Grove	Sacramento	95758	Save Mart
605	9160 Elk Grove Florin Rd.	Elk Grove	Sacramento	95624	Save Mart
607	1003 E. Bidwell	Folsom	Sacramento	95630	Save Mart
72	1059 C St.	Galt	Sacramento	95632	Save Mart
611	8839 Greenback Lane	Orangevale	Sacramento	95662	Save Mart
625	2501 Fair Oaks Blvd.	Sacramento	Sacramento	95825	Save Mart
624	2735 Marconi Ave.	Sacramento	Sacramento	95821	Save Mart
618	3291 Truxel Rd.	Sacramento	Sacramento	95833	Save Mart
464	3860 Florin Rd.	Sacramento	Sacramento	95823	Food Maxx
620	4220 Florin Rd.	Sacramento	Sacramento	95823	Save Mart
621	5445 Auburn Blvd.	Sacramento	Sacramento	95841	Save Mart
622	5600 Folsom Blvd.	Sacramento	Sacramento	95819	Save Mart
619	7960 Gerber Rd.	Sacramento	Sacramento	95828	Save Mart
623	9137 Kiefer Blvd.	Sacramento	Sacramento	95826	Save Mart
719	291 McCray St.	Hollister	San Benito	95023	Save Mart
755	1515 Sloat Blvd.	San Francisco	San Francisco	94132	Lucky
756	1750 Fulton St.	San Francisco	San Francisco	94117	Lucky
94	15240 S. Harlan Road	Lathrop	San Joaquin	95330	Save Mart
655	530 W. Lodi Ave.	Lodi	San Joaquin	95240	S-Mart
209	610 W. Kettleman Ln.	Lodi	San Joaquin	95240	S-Mart
386	1172 N. Main	Manteca	San Joaquin	95336	Save Mart
12	1431 W Yosemite	Manteca	San Joaquin	95336	Save Mart
100	1453 Goodwin Drive	Ripon	San Joaquin	95366	Save Mart
408	1189 E. March Lane	Stockton	San Joaquin	95210	Food Maxx

Exhibit A - California Facilities

Store	Address	City	County	Zip	Store Brand
309	1616 E. March Lane	Stockton	San Joaquin	95210	S-Mart
334	3215 Pacific Ave.	Stockton	San Joaquin	95204	S-Mart
219	3233 W. Hammer Lane	Stockton	San Joaquin	95209	S-Mart
39	4725 Quail Lakes Dr.	Stockton	San Joaquin	95207	S-Mart
91	7506 Pacific Ave.	Stockton	San Joaquin	95207	S-Mart
43	1320 W. 11th Street	Tracy	San Joaquin	95376	n/a
90	1950 W. 11th St.	Tracy	San Joaquin	95376	Save Mart
15	2005 Tracy Blvd.	Tracy	San Joaquin	95376	Save Mart
419	3225 North Tracy Blvd	Tracy	San Joaquin	95376	Food Maxx
781	875 So. Tracy Blvd.	Tracy	San Joaquin	95376	Save Mart
707	6843 Mission St.	Daly City	San Mateo	94014	Lucky
710	919 Edgewater Blvd.	Foster City	San Mateo	94404	Lucky
726	45 Murchison Drive	Millbrae	San Mateo	94030	Lucky
739	250 Fairmont Mall	Pacifica	San Mateo	94044	Lucky
745	200 Woodside Plaza	Redwood City	San Mateo	94061	Lucky
748	1322 El Camino Real	San Bruno	San Mateo	94066	Lucky
749	1133 Old County Rd.	San Carlos	San Mateo	94070	Lucky
451	1870 N. Broadway	Santa Maria	Santa Barbara	93454	Food Maxx
450	2440 S. Broadway	Santa Maria	Santa Barbara	93454	Food Maxx
216	850 W. Hamilton	Campbell	Santa Clara	95008	n/a
706	10425 DeAnza Blvd.	Cupertino	Santa Clara	95014	Lucky
723	2175 Grant Rd.	Los Altos	Santa Clara	94024	Lucky
205	215 W Calaveras Blvd	Milipitas	Santa Clara	95035	Save Mart
727	1350 Park Victoria Drive	Milpitas	Santa Clara	95035	Lucky
728	25 N. Milpitas Blvd.	Milpitas	Santa Clara	95035	Lucky
729	715 El Camino Real	Mountain View	Santa Clara	94040	Lucky
210	1070 Story Rd.	San Jose	Santa Clara	95122	Save Mart
759	129 Bernal Rd.	San Jose	Santa Clara	95119	Lucky
460	1539 Parkmoor Ave.	San Jose	Santa Clara	95128	Food Maxx
222	1641 N. Capitol Ave.	San Jose	Santa Clara	95132	Save Mart
461	1972 Tully Rd.	San Jose	Santa Clara	95122	Food Maxx
761	200 El Paseo De Saratoga	San Jose	Santa Clara	95130	Lucky
757	2027 Camden Ave.	San Jose	Santa Clara	95124	Lucky
764	2980 E. Capitol Exprwy	San Jose	Santa Clara	95148	Lucky
202	3251 South White Rd.	San Jose	Santa Clara	95148	Save Mart
766	3270 So. White Rd.	San Jose	Santa Clara	95148	Lucky
233	3457 McKee Rd	San Jose	Santa Clara	95127	Save Mart
765	430 Blossom Hill Rd.	San Jose	Santa Clara	95123	Lucky
214	5401 Camden Ave.	San Jose	Santa Clara	95124	n/a
760	5510 Monterey Highway	San Jose	Santa Clara	95138	Lucky
758	565 W. Capital Exprwy	San Jose	Santa Clara	95136	Lucky
762	6109 Meridian Ave.	San Jose	Santa Clara	95120	Lucky
763	844 Blossom Hill Rd.	San Jose	Santa Clara	95123	Lucky
774	234 Saratoga Ave.	Santa Clara	Santa Clara	95050	Lucky
208	2610 El Camino Real	Santa Clara	Santa Clara	95051	Save Mart
773	3705 El Camino Real	Santa Clara	Santa Clara	95051	Lucky
780	484 N. Mathilda Ave.	Sunnyvale	Santa Clara	94085	Lucky
702	1475 41st Ave.	Capitola	Santa Cruz	95010	Save Mart
787	1465 Main St.	Watsonville	Santa Cruz	95076	Save Mart
477	1330 Churn Creek Rd.	Redding	Shasta	96003	Food Maxx
415	1833 N. Texas St.	Fairfield	Solano	94533	Food Maxx
467	1955 W. Texas St.	Fairfield	Solano	94533	Food Maxx

Exhibit A - California Facilities

Store	Address	City	County	Zip	Store Brand
784	1979 Peabody Rd.	Vacaville	Solano	95687	Lucky
VAC DC	700 Crocker Dr.	Vacaville	Solano	95688	DC
783	777 E. Monte Vista Ave.	Vacaville	Solano	95688	Lucky
786	1740 Tuolumne	Vallejo	Solano	94589	Lucky
741	1000 Petaluma Blvd. No.	Petaluma	Sonoma	94952	Lucky
740	939 Lakeville Hwy.	Petaluma	Sonoma	94952	Lucky
468	605 Rhonert Park Expressway	Rohnert Park	Sonoma	94928	Food Maxx
775	150 Bicentennial Way	Santa Rosa	Sonoma	95403	Lucky
469	2055 Sebastopol Rd.	Santa Rosa	Sonoma	95407	Food Maxx
776	915 Montgomery Village Court	Santa Rosa	Sonoma	95405	Lucky
777	776 Gravenstein Hwy. No.	Sebastopol	Sonoma	95472	Lucky
778	19181 Sonoma Hwy. 12	Sonoma	Sonoma	95476	Lucky
35	2916 Whitmore Ave.	Ceres	Stanislaus	95307	Save Mart
335	1717 Oakdale Rd.	Modesto	Stanislaus	95355	Save Mart
62	1801 H St.	Modesto	Stanislaus	95354	Save Mart
410	2020 W. Briggsmore	Modesto	Stanislaus	95350	Food Maxx
49	2100 Standiford Ave.	Modesto	Stanislaus	95350	Save Mart
61	2601 Oakdale Rd. Ste. L	Modesto	Stanislaus	95355	Save Mart
95	3601 Pelandale	Modesto	Stanislaus	95356	Save Mart
70	3900 Pelandale, Ste. A200	Modesto	Stanislaus	95356	Save Mart
250	415 Paradise Rd.	Modesto	Stanislaus	95351	MaxxValue
86	801 Oakdale Rd.	Modesto	Stanislaus	95355	Save Mart
48	1449 East F St.	Oakdale	Stanislaus	95361	Save Mart
82	1035 Sperry Rd.	Patterson	Stanislaus	95363	Save Mart
105	2237 Claribel Road	Riverbank	Stanislaus	95367	Save Mart
66	1631 Lander Ave.	Turlock	Stanislaus	95380	Save Mart
407	1845 Countryside Lane	Turlock	Stanislaus	95380	Food Maxx
371	2595 Geer Rd.	Turlock	Stanislaus	95382	Save Mart
471	1232 Colusa Ave.	Yuba City	Sutter	95991	Food Maxx
629	700 Gray Ave.	Yuba City	Sutter	95991	Save Mart
476	94 Belle Mill Landing	Red Bluff	Tehama	96080	Food Maxx
68	2150 E. El Monte	Dinuba	Tulare	93618	Save Mart
40	1121 Visalia Rd.	Exeter	Tulare	93221	Save Mart
42	260 N. Highway 65	Lindsay	Tulare	93247	Save Mart
79	50 W. Olive	Porterville	Tulare	93257	Save Mart
45	900 W. Henderson	Porterville	Tulare	93257	Save Mart
57	170 East Cross	Tulare	Tulare	93274	Save Mart
455	1550 N. Ben Maddox	Visalia	Tulare	93292	Food Maxx
67	1591 East Noble	Visalia	Tulare	93292	Save Mart
455	1616 N. Ben Maddox	Visalia	Tulare	93292	Food Maxx (Fuel)
657	3615 West Noble Ave.	Visalia	Tulare	93277	Save Mart
89	5201 W. Goshen Ave.	Visalia	Tulare	93291	Save Mart
83	5203 Walnut Ave.	Visalia	Tulare	93277	Save Mart
76	1045 Mono Way	Sonora	Tuolumne	95370	Save Mart
8	130 W Stockton Rd	Sonora	Tuolumne	95370	Save Mart
604	1900 Anderson Rd.	Davis	Yolo	95616	Save Mart
472	6000 Lindhurst Ave.	Marysville	Yuba	95901	Food Maxx
610	828 J St.	Marysville	Yuba	95901	Save Mart

EXHIBIT B-1

EXHIBIT B-1 - CIVIL PENALTIES

Agency	Civil Penalties - Business and Professions \$17200 Penalties	Total of Civil Penalties Paid to Agency	Payment Amount Due April 1, 2013	Payment Amount Due January 1, 2014	Payment Amount Due October 1, 2014	Payment Amount Due July 1, 2015
Alameda Co. District Attorney's Office	\$ 67,500.00	\$ 67,500.00			\$ 67,500.00	
Amador Co. District Attorney's Office	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00		
Butte Co. District Attorney's Office	\$ 6,000.00	\$ 6,000.00		\$ 6,000.00		
Calaveras Co. District Attorney's Office	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00		
Contra Costa Co. District Attorney's Office	\$ 56,700.00	\$ 56,700.00			\$ 56,700.00	
El Dorado Co. District Attorney's Office	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00		
Fresno Co. District Attorney's Office	\$ 288,100.00	\$ 288,100.00		\$ 200,000.00		\$ 88,100.00
Kern Co. District Attorney's Office	\$ 24,300.00	\$ 24,300.00		\$ 24,300.00		
Kings Co. District Attorney's Office	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00		
Madera Co. District Attorney's Office	\$ 6,000.00	\$ 6,000.00		\$ 6,000.00		
Marin Co. District Attorney's Office	\$ 5,400.00	\$ 5,400.00		\$ 5,400.00		
Mendocino Co. District Attorney's Office	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00		
Merced Co. District Attorney's Office	\$ 10,500.00	\$ 10,500.00		\$ 10,500.00		
Monterey Co. District Attorney's Office	\$ 28,900.00	\$ 28,900.00		\$ 28,900.00		
Napa Co. District Attorney's Office	\$ 5,400.00	\$ 5,400.00		\$ 5,400.00		
Nevada Co. District Attorney's Office	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00		
Placer Co. District Attorney's Office*	\$ 163,500.00	\$ 163,500.00	\$ 163,500.00			
Sacramento Co. District Attorney's Office**	\$ 48,600.00	\$ 48,600.00			\$ 48,600.00	
San Benito Co. District Attorney's Office	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00		
San Bernardino Co. District Attorney's Office (CTETPP plus SWCPP both penalties and costs)	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00		
San Francisco Co. District Attorney's Office	\$ 5,400.00	\$ 5,400.00		\$ 5,400.00		
San Joaquin Co. District Attorney's Office***	\$ 74,800.00	\$ 468,200.00				\$ 468,200.00
San Mateo Co. District Attorney's Office	\$ 18,900.00	\$ 18,900.00		\$ 18,900.00		
Santa Barbara Co. District Attorney's Office	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00		
Santa Clara Co. District Attorney's Office	\$ 75,200.00	\$ 75,200.00			\$ 75,200.00	
Santa Cruz Co. District Attorney's Office	\$ 5,400.00	\$ 5,400.00		\$ 5,400.00		
Shasta Co. District Attorney's Office	\$ 2,700.00	\$ 2,700.00		\$ 2,700.00		
Solano Co. District Attorney's Office****	\$ 228,700.00	\$ 228,700.00		\$ 150,000.00		\$ 78,700.00
Sonoma Co. District Attorney's Office	\$ 21,600.00	\$ 21,600.00		\$ 21,600.00		
Stanislaus Co. District Attorney's Office	\$ 22,500.00	\$ 22,500.00		\$ 22,500.00		
Sutter Co. District Attorney's Office	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00		
Tehama Co. District Attorney's Office	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00		
Tulare Co. District Attorney's Office	\$ 34,400.00	\$ 34,400.00		\$ 34,400.00		
Tuolumne Co. District Attorney's Office	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00		
Yolo Co. District Attorney's Office - Consumer and Environmental Division	\$ 22,700.00	\$ 22,700.00		\$ 22,700.00		
Yuba Co. District Attorney's Office	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00		
Totals - Prosecutor Civil Penalties	\$ 1,283,200.00	\$ 1,676,600.00	\$ 163,500.00	\$ 630,100.00	\$ 248,000.00	\$ 635,000.00

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

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

*** The remainder of the total Penalties due to the San Joaquin County District Attorney's Office in the amount of \$393,400.00 is payable to the San Joaquin County District Attorney's Office as Civil Penalties pursuant to Health and Safety Code §25500.

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

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

EXHIBIT B-2

EXHIBIT B-2 - CIVIL PENALTIES

Agency	Total Civil Penalties Paid to Agency - Pursuant to Health and Safety Code §25515.2	Payment Amount Due October 1, 2014
Alameda Co. - City of San Leandro Environmental Services	\$ 2,600.00	\$ 2,600.00
Alameda Co. - Environmental Health Services	\$ 6,500.00	\$ 6,500.00
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	\$ 5,200.00	\$ 5,200.00
Alameda Co. - Hayward City Fire Dept.	\$ 3,900.00	\$ 3,900.00
Alameda Co. - Livermore/Pleasanton Fire Dept., Haz Mat Unit *	\$ 6,500.00	\$ 6,500.00
Alameda Co. - Oakland Fire Department	\$ 2,600.00	\$ 2,600.00
Alameda Co. - Union City Environmental Programs Division	\$ 5,200.00	\$ 5,200.00
Amador Co. - Environmental Health Dept.	\$ 1,300.00	\$ 1,300.00
Butte Co. - Environmental Health Dept.	\$ 5,200.00	\$ 5,200.00
Calaveras Co. - CUPA Environmental Health	\$ 1,300.00	\$ 1,300.00
Contra Costa Co. - Health Services Dept., Hazardous Department of Toxic Substances Control	\$ 27,300.00	\$ 27,300.00
El Dorado Co. - Environmental Mgmt. Dept.	\$ 2,600.00	\$ 2,600.00
Fresno Co. - Community Health Dept., Environmental	\$ 46,400.00	\$ 46,400.00
Kern Co. - Bakersfield City Fire Department	\$ 6,500.00	\$ 6,500.00
Kern Co. - Environmental Health Services Department	\$ 5,200.00	\$ 5,200.00
Kings Co. - Environmental Health Services	\$ 2,600.00	\$ 2,600.00
Madera Co. - Dept. of Environmental Health	\$ 5,200.00	\$ 5,200.00
Marin Co. - Dept. of Public Works, Waste Mngt. Div.	\$ 2,600.00	\$ 2,600.00
Mendocino Co. - Environmental Health Division	\$ 2,600.00	\$ 2,600.00
Merced Co. - Division of Environmental Health	\$ 9,100.00	\$ 9,100.00
Monterey Co. - Environmental Health Division	\$ 9,100.00	\$ 9,100.00
Napa Co. - Dept. of Env. Mngt.	\$ 2,600.00	\$ 2,600.00
Nevada Co. - CUPA Env. Health	\$ 2,600.00	\$ 2,600.00
Placer Co. - Environmental Health Division	\$ 3,900.00	\$ 3,900.00
Placer Co. - Roseville City Fire Dept.	\$ 2,600.00	\$ 2,600.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 23,400.00	\$ 23,400.00
San Benito Co. - Health Dept.	\$ 1,300.00	\$ 1,300.00
San Francisco Co. - CUPA City & County Public Health Dept.	\$ 2,600.00	\$ 2,600.00
San Joaquin Co. - Environmental Health Department	\$ 50,800.00	\$ 50,800.00
San Mateo Co. - Environmental Health Division	\$ 9,100.00	\$ 9,100.00
Santa Barbara Co. - Fire Dept.	\$ 2,600.00	\$ 2,600.00
Santa Clara Co. - City of Santa Clara Fire Department	\$ 3,900.00	\$ 3,900.00
Santa Clara Co. - Dept. of Env. Health, Haz Mat Compliance Div.	\$ 28,600.00	\$ 28,600.00
Santa Clara Co. - Sunnyvale Department of Public Safety	\$ 4,300.00	\$ 4,300.00
Santa Cruz Co. - Environmental Health	\$ 2,600.00	\$ 2,600.00
Shasta Co. - Environmental Health Division	\$ 1,300.00	\$ 1,300.00
Solano Co. - Environmental Health Services	\$ 7,800.00	\$ 7,800.00
Sonoma Co. - City of Healdsburg/City of Sebastopol JPA	\$ 1,300.00	\$ 1,300.00
Sonoma Co. - Fire & Emergency Services Dept.	\$ 2,600.00	\$ 2,600.00
Sonoma Co. - Petaluma City Fire Department	\$ 2,600.00	\$ 2,600.00
Sonoma Co. - Santa Rosa City Fire	\$ 3,900.00	\$ 3,900.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 19,500.00	\$ 19,500.00
Sutter Co. - Environmental Health Services	\$ 2,600.00	\$ 2,600.00

EXHIBIT B-2 - CIVIL PENALTIES

Agency	Total Civil Penalties Paid to Agency - Pursuant to Health and Safety Code §25515.2	Payment Amount Due October 1, 2014
Tehama Co. - Environmental Health Dept.	\$ 1,300.00	\$ 1,300.00
Tulare Co. - Environmental Health	\$ 20,600.00	\$ 20,600.00
Tuolumne Co. - Environmental Health	\$ 2,600.00	\$ 2,600.00
Yolo Co. - Environmental Health	\$ 1,300.00	\$ 1,300.00
Yuba Co. - Environmental Health Dept.	\$ 2,600.00	\$ 2,600.00
Total - Agency Civil Penalties	\$ 393,400.00	\$ 393,400.00
<p>* The agency requested that the check be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account".</p>		

EXHIBIT C

EXHIBIT C – SUPPLEMENTAL ENVIRONMENTAL PROJECTS

1. **Environmental Protection Prosecution Fund.** SAVE MART shall provide the amount of Ten Thousand Dollars (\$10,000.00)* to be used by the Craig Thompson Environmental Protection Prosecution Fund (“CTEPP Fund”) for purposes consistent with the mission of the CTEPP Fund.

2. **California District Attorneys Association Environmental Circuit Prosecutor Project.**** SAVE MART shall provide the amount of Thirty Thousand Dollars (\$30,000.00)* to be used by the California District Attorneys Association Environmental Circuit Prosecutor Project for the purposes consistent with the objectives of the Environmental Circuit Prosecutor Project.

3. **CUPA Forum Environmental Protection Trust Funds – RCRA Unraveled Courses**** SAVE MART shall provide the amount of Two Hundred Twenty-five Thousand Six Hundred Seventy-Five Dollars (\$225,675.00)* to be used by the CUPA Forum to fund a series of seminars which will focus on the RCRA Hazardous Waste Regulations. This amount will fund a total of seven (7) seminars for up to a total maximum of five hundred twenty-five attendees, including the cost of course materials associated with the seminar. These seminars are anticipated to be held in the following locations: 1) Yolo Co./Sacramento Co.; 2) Solano Co./Napa Co.; 3) Fresno Co.; 4) Alameda Co./Contra Costa Co.; 5) Orange Co.; 6) Riverside Co.; 7) San Diego Co.

4. **Aquatic Toxicity Testing Project.**** SAVE MART shall provide Fourteen Thousand Three Hundred Twenty-Five Dollars (\$14,325.00)* to be used by the Yolo County District Attorney’s Office to fund a Retail Waste Aquatic Toxicity Testing (“RWATT”) Project, using California’s Static Acute Bioassay Procedures for Hazardous Waste Samples. The RWATT

Project shall primarily focus on the testing of various retail wastes, including but not limited to, surfactants, sunscreens, lotions and health care products. In determining the products to be tested as part of the RWATT Project, the District Attorney's Offices of San Joaquin, Fresno, Yolo and Solano, may consult with retail waste generators and hazardous waste regulators, including but not limited to Department of Toxic Substance Control ("DTSC"), CUPAs and the CUPA Forum in determining some of the products to be tested. Results of the RWATT Project will be made available to retail waste generators. Protocols for the gathering of the samples, potential peer review and the methods for sharing testing data with the retail waste generators may be discussed with other DTSC, CUPAs and the CUPA Forum.

* All payments due as specified in this Exhibit C are payable on or before April 1, 2013.

** If the payment provided by SAVE MART is accepted by a designated entity, the designated entity shall provide, until the exhaustion of the funds, annual letter reports describing the specific use of the funds. The annual letter reports shall be submitted to the Plaintiff's representatives identified in this Stipulation for Entry of Final Judgment and Permanent Injunction.

EXHIBIT D-1

EXHIBIT D-1 - COSTS

Agency	Total Costs to Agency	Payment Amount Due April 1, 2013
Alameda Co. District Attorney's Office	\$ 1,000.00	\$ 1,000.00
Contra Costa Co. District Attorney's Office	\$ 250.00	\$ 250.00
Fresno Co. District Attorney's Office	\$ 25,500.00	\$ 25,500.00
Kern Co. District Attorney's Office	\$ 250.00	\$ 250.00
Marin Co. District Attorney's Office	\$ 250.00	\$ 250.00
Monterey Co. District Attorney's Office	\$ 1,000.00	\$ 1,000.00
Napa Co. District Attorney's Office	\$ 4,500.00	\$ 4,500.00
Orange Co. District Attorney's Office	\$ 5,000.00	\$ 5,000.00
Placer Co. District Attorney's Office*	\$ 6,250.00	\$ 6,250.00
Riverside Co. District Attorney's Office	\$ 5,000.00	\$ 5,000.00
Sacramento Co. District Attorney's Office**	\$ 250.00	\$ 250.00
San Bernardino Co. District Attorney's Office (CTETPP plus SWCPP both penalties and costs)	\$ 15,500.00	\$ 15,500.00
San Diego Co. District Attorney's Office	\$ 3,500.00	\$ 3,500.00
San Francisco Co. District Attorney's Office	\$ 250.00	\$ 250.00
San Joaquin Co. District Attorney's Office	\$ 72,700.00	\$ 72,700.00
San Mateo Co. District Attorney's Office	\$ 375.00	\$ 375.00
Santa Clara Co. District Attorney's Office	\$ 5,000.00	\$ 5,000.00
Santa Cruz Co. District Attorney's Office	\$ 250.00	\$ 250.00
Shasta Co. District Attorney's Office	\$ 250.00	\$ 250.00
Solano Co. District Attorney's Office***	\$ 17,500.00	\$ 17,500.00
Sonoma Co. District Attorney's Office	\$ 250.00	\$ 250.00
Tulare Co. District Attorney's Office	\$ 4,675.00	\$ 4,675.00
Yolo Co. District Attorney's Office - Consumer and Environmental Division	\$ 4,250.00	\$ 4,250.00
Total - Prosecutor Costs	\$ 173,750.00	\$ 173,750.00
<p>* The money paid to the Placer District Attorney as costs and penalties, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.</p>		
<p>** The money paid to the Sacramento District Attorney as costs and penalties, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.</p>		
<p>*** Court further orders that these proceeds are designated as non-supplanting funds to be used by the Solano County District Attorney's Office only for the investigation and prosecution of environmental protection cases including, without limitation, those cases that can potentially be brought as unfair competition actions pursuant to B&P Code Section 17200 et seq.</p>		

EXHIBIT D-2

EXHIBIT D-2 - COSTS

Agency	Total Cost To Agency	Payment Amount Due April 1, 2013
Department of Toxic Substances Control	\$ 5,000.00	\$ 5,000.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 3,750.00	\$ 3,750.00
Napa Co. - Dept. of Env. Mngt.	\$ 125.00	\$ 125.00
Placer Co. - Roseville City Fire Dept.	\$ 375.00	\$ 375.00
Placer Co. - Environmental Health Division	\$ 125.00	\$ 125.00
San Diego Co. - Department of Environmental Health	\$ 4,000.00	\$ 4,000.00
San Joaquin Co. - Environmental Health Department	\$ 5,875.00	\$ 5,875.00
Santa Clara Co. - Sunnyvale Department of Public Safety	\$ 1,250.00	\$ 1,250.00
Solano Co. - Environmental Health Services	\$ 375.00	\$ 375.00
Tulare Co. - Environmental Health	\$ 5,375.00	\$ 5,375.00
Total - Agency Costs	\$ 26,250.00	\$ 26,250.00

1 The People of the State of California,)
2 Plaintiff,)
3 vs.)
4 SAVE MART SUPERMARKETS, a California)
5 corporation,)
6 Defendant.)

Case No. 39-2013-00295102-CU-TT-STK

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

7 I, ROXANE BRANNON, declare that:

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

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

14 Stephen F. Boutin
15 Shareholder
16 BOUTIN JONES, INC.
17 555 Capitol Mall, Suite 1500
18 Sacramento, CA 95814

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

23 I declare under penalty of perjury that the foregoing is true and correct, and that this
24 declaration was executed on April 3, 2013, at Stockton, California.

25 
26 ROXANE BRANNON
27
28