

1 JEFF W. REISIG
District Attorney of Yolo County
2 DAVID J. IREY, SBN 142864
Assistant Chief Deputy District Attorney
3 DAVID GREEN, SBN 287176
Deputy District Attorney
4 301 Second Street
5 Woodland, CA 95695
Telephone: (530) 666-8428
6 Email: david.irey@yolocounty.org

FILED
YOLO SUPERIOR COURT
SEP 17 2018
BY N. PLOWMAN
DEPUTY

7 *Attorneys for Plaintiff, People of the State of California*
8 *[Additional Plaintiff's counsel listed as signatories]*

9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF YOLO

11 THE PEOPLE OF THE STATE OF CALIFORNIA,) Case No. CV 18-1578
12)
13 Plaintiff,) STIPULATION FOR ENTRY OF FINAL
14) JUDGMENT AND PERMANENT
15 v.) INJUNCTION
16)
17) *Exempt from fees per Gov. Code, § 6103*
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)
29)
30)
31)
32)
33)
34)
35)
36)
37)
38)
39)
40)
41)
42)
43)
44)
45)
46)
47)
48)
49)
50)
51)
52)
53)
54)
55)
56)
57)
58)
59)
60)
61)
62)
63)
64)
65)
66)
67)
68)
69)
70)
71)
72)
73)
74)
75)
76)
77)
78)
79)
80)
81)
82)
83)
84)
85)
86)
87)
88)
89)
90)
91)
92)
93)
94)
95)
96)
97)
98)
99)
100)
101)
102)
103)
104)
105)
106)
107)
108)
109)
110)
111)
112)
113)
114)
115)
116)
117)
118)
119)
120)
121)
122)
123)
124)
125)
126)
127)
128)
129)
130)
131)
132)
133)
134)
135)
136)
137)
138)
139)
140)
141)
142)
143)
144)
145)
146)
147)
148)
149)
150)
151)
152)
153)
154)
155)
156)
157)
158)
159)
160)
161)
162)
163)
164)
165)
166)
167)
168)
169)
170)
171)
172)
173)
174)
175)
176)
177)
178)
179)
180)
181)
182)
183)
184)
185)
186)
187)
188)
189)
190)
191)
192)
193)
194)
195)
196)
197)
198)
199)
200)
201)
202)
203)
204)
205)
206)
207)
208)
209)
210)
211)
212)
213)
214)
215)
216)
217)
218)
219)
220)
221)
222)
223)
224)
225)
226)
227)
228)
229)
230)
231)
232)
233)
234)
235)
236)
237)
238)
239)
240)
241)
242)
243)
244)
245)
246)
247)
248)
249)
250)
251)
252)
253)
254)
255)
256)
257)
258)
259)
260)
261)
262)
263)
264)
265)
266)
267)
268)
269)
270)
271)
272)
273)
274)
275)
276)
277)
278)
279)
280)
281)
282)
283)
284)
285)
286)
287)
288)
289)
290)
291)
292)
293)
294)
295)
296)
297)
298)
299)
300)
301)
302)
303)
304)
305)
306)
307)
308)
309)
310)
311)
312)
313)
314)
315)
316)
317)
318)
319)
320)
321)
322)
323)
324)
325)
326)
327)
328)
329)
330)
331)
332)
333)
334)
335)
336)
337)
338)
339)
340)
341)
342)
343)
344)
345)
346)
347)
348)
349)
350)
351)
352)
353)
354)
355)
356)
357)
358)
359)
360)
361)
362)
363)
364)
365)
366)
367)
368)
369)
370)
371)
372)
373)
374)
375)
376)
377)
378)
379)
380)
381)
382)
383)
384)
385)
386)
387)
388)
389)
390)
391)
392)
393)
394)
395)
396)
397)
398)
399)
400)
401)
402)
403)
404)
405)
406)
407)
408)
409)
410)
411)
412)
413)
414)
415)
416)
417)
418)
419)
420)
421)
422)
423)
424)
425)
426)
427)
428)
429)
430)
431)
432)
433)
434)
435)
436)
437)
438)
439)
440)
441)
442)
443)
444)
445)
446)
447)
448)
449)
450)
451)
452)
453)
454)
455)
456)
457)
458)
459)
460)
461)
462)
463)
464)
465)
466)
467)
468)
469)
470)
471)
472)
473)
474)
475)
476)
477)
478)
479)
480)
481)
482)
483)
484)
485)
486)
487)
488)
489)
490)
491)
492)
493)
494)
495)
496)
497)
498)
499)
500)
501)
502)
503)
504)
505)
506)
507)
508)
509)
510)
511)
512)
513)
514)
515)
516)
517)
518)
519)
520)
521)
522)
523)
524)
525)
526)
527)
528)
529)
530)
531)
532)
533)
534)
535)
536)
537)
538)
539)
540)
541)
542)
543)
544)
545)
546)
547)
548)
549)
550)
551)
552)
553)
554)
555)
556)
557)
558)
559)
560)
561)
562)
563)
564)
565)
566)
567)
568)
569)
570)
571)
572)
573)
574)
575)
576)
577)
578)
579)
580)
581)
582)
583)
584)
585)
586)
587)
588)
589)
590)
591)
592)
593)
594)
595)
596)
597)
598)
599)
600)
601)
602)
603)
604)
605)
606)
607)
608)
609)
610)
611)
612)
613)
614)
615)
616)
617)
618)
619)
620)
621)
622)
623)
624)
625)
626)
627)
628)
629)
630)
631)
632)
633)
634)
635)
636)
637)
638)
639)
640)
641)
642)
643)
644)
645)
646)
647)
648)
649)
650)
651)
652)
653)
654)
655)
656)
657)
658)
659)
660)
661)
662)
663)
664)
665)
666)
667)
668)
669)
670)
671)
672)
673)
674)
675)
676)
677)
678)
679)
680)
681)
682)
683)
684)
685)
686)
687)
688)
689)
690)
691)
692)
693)
694)
695)
696)
697)
698)
699)
700)
701)
702)
703)
704)
705)
706)
707)
708)
709)
710)
711)
712)
713)
714)
715)
716)
717)
718)
719)
720)
721)
722)
723)
724)
725)
726)
727)
728)
729)
730)
731)
732)
733)
734)
735)
736)
737)
738)
739)
740)
741)
742)
743)
744)
745)
746)
747)
748)
749)
750)
751)
752)
753)
754)
755)
756)
757)
758)
759)
760)
761)
762)
763)
764)
765)
766)
767)
768)
769)
770)
771)
772)
773)
774)
775)
776)
777)
778)
779)
780)
781)
782)
783)
784)
785)
786)
787)
788)
789)
790)
791)
792)
793)
794)
795)
796)
797)
798)
799)
800)
801)
802)
803)
804)
805)
806)
807)
808)
809)
810)
811)
812)
813)
814)
815)
816)
817)
818)
819)
820)
821)
822)
823)
824)
825)
826)
827)
828)
829)
830)
831)
832)
833)
834)
835)
836)
837)
838)
839)
840)
841)
842)
843)
844)
845)
846)
847)
848)
849)
850)
851)
852)
853)
854)
855)
856)
857)
858)
859)
860)
861)
862)
863)
864)
865)
866)
867)
868)
869)
870)
871)
872)
873)
874)
875)
876)
877)
878)
879)
880)
881)
882)
883)
884)
885)
886)
887)
888)
889)
890)
891)
892)
893)
894)
895)
896)
897)
898)
899)
900)
901)
902)
903)
904)
905)
906)
907)
908)
909)
910)
911)
912)
913)
914)
915)
916)
917)
918)
919)
920)
921)
922)
923)
924)
925)
926)
927)
928)
929)
930)
931)
932)
933)
934)
935)
936)
937)
938)
939)
940)
941)
942)
943)
944)
945)
946)
947)
948)
949)
950)
951)
952)
953)
954)
955)
956)
957)
958)
959)
960)
961)
962)
963)
964)
965)
966)
967)
968)
969)
970)
971)
972)
973)
974)
975)
976)
977)
978)
979)
980)
981)
982)
983)
984)
985)
986)
987)
988)
989)
990)
991)
992)
993)
994)
995)
996)
997)
998)
999)
1000)

21 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, generally appearing through its
22 attorneys, Jeff W. Reisig, District Attorney of Yolo County; Nancy E. O'Malley, District Attorney of
23 Alameda County; Diana Becton, District Attorney of Contra Costa County; Jackie Lacey, District
24 Attorney of Los Angeles County; Allison Haley, District Attorney of Napa County; R. Scott Owens,
25 District Attorney of Placer County; Michael A. Hestrin, District Attorney of Riverside County;
26 Gregory D. Totten, District Attorney of Ventura County; Lisa A. Smittcamp, District Attorney of
27 Fresno County; Michael N. Feuer, City Attorney of Los Angeles; Dean D. Flippo, District Attorney
28 of Monterey County; Tony Rackauckas, District Attorney of Orange County; Anne Marie Schubert,

1 District Attorney of Sacramento County; Mara W. Elliott, City Attorney of San Diego; Summer
2 Stephan, District Attorney of San Diego County; Joyce E. Dudley, District Attorney of Santa Barbara
3 County; Jeffrey F. Rosen, District Attorney of Santa Clara County; Jill R. Ravitch, District Attorney
4 of Sonoma County; George Gascón, District Attorney of San Francisco County; Dan Dow, District
5 Attorney of San Luis Obispo County; Edward S. Berberian, Jr., District Attorney of Marin County;
6 and Stephen M. Wagstaffe, District Attorney of San Mateo County (collectively, “the People”); and
7 Defendants WHOLE FOODS MARKET CALIFORNIA, INC., MRS. GOOCH’S NATURAL
8 FOOD MARKETS, INC., and WFM-WO, INC., generally appearing through their attorneys,
9 Hartman King PC by Jennifer Hartman King, hereby stipulate and agree as follows:

10 1. This Court may enter this Stipulation for Entry of Final Judgment and Permanent
11 Injunction (“Final Judgment”) before the taking of any proof and without trial or adjudication of any
12 fact or law;

13 2. This Court has subject matter jurisdiction over the matters alleged in this action and
14 personal jurisdiction over the parties to this Final Judgment;

15 3. This Final Judgment is a fair and reasonable resolution of the matters alleged in the
16 People’s Complaint;

17 4. Entry of this Final Judgment is not an admission by Defendants regarding any issue of
18 law or fact in the above-captioned matter or any violation of any law;

19 5. This Final Judgment shall be binding upon the People and upon Defendants; this Final
20 Judgment shall in no way bind, or be interpreted to bind, Amazon.com or any of its subsidiaries,
21 affiliates or sister companies, except as otherwise provided herein pursuant to the terms set forth in
22 Paragraph 4.1; and

23 6. The People and Defendants (collectively, “the Parties”) waive any right to set aside
24 the Final Judgment through any collateral attack, and further waive their right to appeal from the
25 Final Judgment.

26 ///
27 ///
28 ///

1 NOW THEREFORE, the People and Defendants having requested that this Court enter this
2 Final Judgment, and the Court having considered the Final Judgment reached between the Parties, IT
3 IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

4 **1. JURISDICTION**

5 This Court has subject matter jurisdiction over the matters alleged in this action and personal
6 jurisdiction over the Parties to this Final Judgment.

7 **2. SETTLEMENT OF DISPUTED CLAIMS**

8 This Final Judgment is a fair and reasonable resolution of the Covered Matters (as defined in
9 Paragraph 6 below), and is in the best interest of the public.

10 **3. DEFINITIONS**

11 Except where otherwise expressly defined in this Final Judgment, all terms shall be
12 interpreted consistent with Health and Safety Code section 25100 et seq. (Hazardous Waste Control
13 Law), section 25500 et seq. (Hazardous Materials Release Response Plans and Inventory Law), and
14 the regulations promulgated under these sections.

15 “Certified Unified Program Agency” or “CUPA” is defined in Health and Safety Code
16 sections 25123.7(b) and 25404(a), and means the agency that, pursuant to Chapter 6.11 of Division
17 20 of the Health and Safety Code, and Title 27 of the California Code of Regulations, is certified by
18 the California Environmental Protection Agency with the jurisdictional responsibility and authority
19 to implement and enforce certain state environmental program requirements specified in Health and
20 Safety Code section 25404(c)(1).

21 “Facilities” means the stores and facilities listed in Exhibit A that Defendants formerly or
22 currently own or operate, and all other Whole Foods Market stores and facilities within the State of
23 California that Defendants, or any respective successor corporation or assignee, owns or operates
24 subsequent to the effective date of this Final Judgment.

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

27 ///

28 ///

1 **4. INJUNCTIVE RELIEF**

2 **4.1. Applicability**

3 The provisions of this injunction are applicable to Defendants and their respective successor
4 corporations or assignees, and all persons, partnerships, corporations, and other entities that have
5 Direct Operational Control over Defendants' hazardous waste program and that are subject to the
6 jurisdiction of the courts in the State of California, acting under, on behalf of, or at the direction of
7 Defendants, or their respective successor corporations or assigns, with notice of this injunction.

8 "Direct Operational Control" shall be interpreted to mean any person, partnership, corporation, or
9 other entity that actively participates in the operation of the hazardous waste programs in Facilities
10 located in the State of California.

11 **4.2. General Injunctive Provision**

12 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, and 25515.8,
13 and Business and Professions Code section 17203, Defendants are permanently enjoined from
14 violating Chapters 6.5 and 6.95 of Division 20 of the Health and Safety Code and the regulations
15 promulgated under these chapters. Notwithstanding any other provision in this Final Judgment,
16 nothing in this Final Judgment shall relieve Defendants from prospectively complying with any and
17 all applicable laws and regulations, nor shall any term of this Final Judgment extend to Defendants'
18 facilities outside the State of California.

19 **4.3. Specific Injunctive Provisions**

20 Pursuant to Health and Safety Code sections 25181, 25515.6, and 25515.8, and Business and
21 Professions Code section 17203, Defendants are enjoined, restrained, and prohibited from doing any
22 of the following:

23 4.3.a. Disposing, or causing the disposal, of hazardous waste at a point not authorized by
24 law, in violation of Health and Safety Code sections 25189 and 25189.2;

25 4.3.b. Transporting, or causing to be transported, any hazardous waste to an unauthorized
26 location in California, in violation of Health and Safety Code section 25189.5;

27 4.3.c. Transporting, transferring custody of, or causing to be transported in California any
28 hazardous waste unless the transporter is registered to transport hazardous waste, in violation of

1 Health and Safety Code section 25163;

2 4.3.d. Failing to determine if a waste generated at the Facilities is a hazardous waste, in
3 violation of California Code of Regulations, title 22, sections 66262.11 and 66260.200(c);

4 4.3.e. Failing to properly manage, identify the date of accumulation, or label containers of
5 hazardous waste at the Facilities, in violation of California Code of Regulations, title 22, section
6 66262.34;

7 4.3.f. Failing to lawfully and timely dispose of all accumulated hazardous waste at each
8 Facility, in violation of California Code of Regulations, title 22, section 66262.34;

9 4.3.g. Unlawfully storing, handling, and accumulating hazardous waste, in violation of
10 Health and Safety Code section 25123.3 and California Code of Regulations, title 22, sections
11 66262.34 and 66265.173;

12 4.3.h. Failing to conduct inspections of hazardous waste storage areas at each Facility, in
13 violation of California Code of Regulations, title 22, sections 66262.34 and 66265.174;

14 4.3.i. Failing to timely cause to be prepared and filed with the Department of Toxic
15 Substance Control ("DTSC") a hazardous waste manifest for all hazardous waste that is transported,
16 or submitted for transportation, for offsite handling, treatment, storage, disposal, or any combination
17 thereof, from any Facility, in violation of Health and Safety Code section 25160(b)(3) and California
18 Code of Regulations, title 22, section 66262.23;

19 4.3.j. Failing to contact the owner or operator of a designated facility that was to receive
20 hazardous waste from Defendants to determine the status of the hazardous waste, in the event
21 Defendants have not received a copy of the manifest signed by all transporters and the facility
22 operator within thirty-five (35) days of the date the waste was accepted by the initial transporter, in
23 violation of Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22,
24 section 66262.42;

25 4.3.k. Failing to timely notify the DTSC by filing an exception report concerning a
26 treatment, storage, or disposal facility's failure to return any executed manifest, in violation of Health
27 and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section 66262.42;

28 4.3.l. Failing to maintain copies of hazardous waste manifests for three (3) years, in

1 violation of California Code of Regulations, title 22, section 66262.40;

2 4.3.m. Unlawfully failing to segregate incompatible hazardous waste items, in violation of
3 California Code of Regulations, title 22, section 66265.177;

4 4.3.n. Failing to comply with employee training obligations pertaining to the handling of
5 hazardous waste at the Facilities, in violation of California Code of Regulations, title 22, section
6 66262.34(d) and 40 C.F.R. section 262.16(b)(9)(iii);

7 4.3.o. Failing to properly manage, mark, and store universal waste at each Facility in
8 violation of the standards for universal waste management found in California Code of Regulations,
9 title 22, sections 66273.33 through 66273.36; or in the alternative, failing to manage such waste as
10 hazardous waste as required by Chapter 6.5 and its implementing regulations in California Code of
11 Regulations, title 22, including, but not limited to, section 66262.34;

12 4.3.p. Failing to keep a record of each shipment of universal waste sent from any Facility, in
13 violation of California Code of Regulations, title 22, section 66273.39; or in the alternative, failing to
14 manage such waste as hazardous waste in violation of Chapter 6.5 and its implementing regulations
15 in California Code of Regulations, title 22, including, but not limited to, section 66262.34;

16 4.3.q. Failing to treat returned or discarded non-empty aerosol cans at the Facilities as
17 universal waste or hazardous waste, in violation of California Code of Regulations, title 22, section
18 66273.1 et seq.;

19 4.3.r. Failing to establish, implement or submit to the responsible CUPA, a hazardous
20 materials business plan for each of the Facilities, in violation of Health and Safety Code sections
21 25505, 25507, and 25508, and California Code of Regulations, title 19, section 2650;

22 4.3.s. Failing to implement, maintain, and comply with an employee training program on
23 hazardous materials in violation of Health and Safety Code section 25505(a)(4), and California Code
24 of Regulations, title 19, section 2659; and

25 4.3.t. Failing to immediately report any release or threatened release of a reportable quantity
26 of any hazardous material from any Facility into the environment, in violation of Health and Safety
27 Code section 25510.

28 ///

1 **4.4. Compliance Assurance Program**

2 Pursuant to the provisions of Health and Safety Code section 25181 and Business and
3 Professions Code section 17203, Defendants shall implement the following compliance assurance
4 programs to augment the injunctive provisions of this Final Judgment:

5 4.4.a. Training. Defendants shall ensure that all employees at any of their Facilities are
6 thoroughly familiar with proper waste handling and emergency procedures, relevant to
7 their responsibilities during normal facility operation and emergencies.

8 4.4.a.1. For any training conducted in accordance with 4.4.a., Defendants shall
9 maintain documentation sufficient to identify which employees received training
10 and on what dates. Such records may be maintained electronically. Defendants
11 shall maintain any documentation for a period of five (5) years from the date the
12 training was conducted, in a manner that allows retrieval of the records upon
13 request by governmental inspection within five (5) business days.

14 4.4.a.2. Defendants shall require employees to participate in a training program to
15 familiarize them with hazardous waste handling and emergency procedures,
16 relevant to the employee's responsibilities during normal operations and
17 emergencies, within six (6) months of hire. Employees shall not work in
18 unsupervised positions until they have completed such training program.
19 Defendants shall review records quarterly to ensure that this requirement is met.

20 4.4.a.3. Defendants shall promptly make available upon request by any CUPA
21 Inspector, peace officer, agent of the Department of Justice, California
22 Environmental Protection Agency, the DTSC, or District Attorney all training
23 records maintained for each Facility. In the event that such records are not
24 available during a governmental inspection, Defendants shall provide such
25 records to the requesting body within five (5) business days.

26 4.4.a.4. To the extent any one of Defendants' Facilities generates more than
27 1,000 kg/month of hazardous waste, or 1 kg/month of acute hazardous waste, or
28 100 kg/month of acute spill residue or soil, then Defendants shall additionally

1 comply with the personnel training requirements contained in 22 CCR §
2 66265.16, to the extent applicable, for that particular Facility's employees.

3 4.4.b. California-Based Compliance Team.

4 4.4.b.1. Defendants shall expend a minimum of FOUR HUNDRED AND FIVE
5 THOUSAND SIX HUNDRED DOLLARS (\$405,600.00), at least EIGHTY ONE
6 THOUSAND ONE HUNDRED TWENTY DOLLARS (\$81,120.00) of which shall
7 be spent per year on hazardous materials and hazardous waste compliance services
8 provided by a California-based business with cumulatively at least five (5) years of
9 experience with the applicable requirements of Chapters 6.5 and 6.95 of Division 20
10 of the Health and Safety Code (the "California-Based Colleague"). Defendants shall
11 engage the California-Based Colleague for at least five (5) years after the effective
12 date of this Final Judgment for regulatory compliance counseling, advice and
13 assistance on matters pertaining to Defendants' hazardous waste and hazardous
14 materials compliance program and ensuring compliance with the injunctive terms of
15 this Final Judgment. No funds expended under the terms of this provision shall be
16 used for services related to litigation or enforcement defense-related matters. Within
17 30 days of entry of this Final Judgment, Defendants shall serve each person listed in
18 Exhibit B with a statement identifying the name, address, and telephone number of
19 the designated California-Based Colleague. Defendants shall notify each person
20 listed in Exhibit B within 30 days of any subsequent change to the previously
21 identified and designated California-Based Colleague.

22 4.4.b.2. Defendants shall also collectively employ, for at least five (5) years after
23 the effective date of this Final Judgment, at least one half-time employee, or
24 equivalent, responsible for supporting environmental compliance at the Facilities
25 (the "California Compliance Employee"). The California Compliance Employee
26 shall be familiar with the requirements of this Final Judgment, and shall work
27 pursuant to the advice of the California-Based Colleague in assisting to oversee
28 Defendants' hazardous waste and hazardous materials compliance program. The

1 California Compliance Employee's responsibilities shall include, among other
2 things, reviewing the Facilities' training records on a quarterly basis to ensure that
3 each employee at each Facility has received the training required under California
4 law and the terms of this Final Judgment, and contacting Facilities to obtain copies
5 of all hazardous materials business plan and hazardous waste inspection reports,
6 notices of violation, notices to comply, and return to compliance statements, if any,
7 issued to or created for the Facilities during the prior calendar year. Defendants may
8 employ the California Compliance Employee beyond half-time for any other
9 purposes, in their sole discretion.

10 4.4.b.3. Compliance Certification. Within 60 days after the end of each year of the
11 five (5) year period set forth in Paragraph 4.4.b.1., Defendants shall provide the
12 persons listed in Exhibit B with a statement regarding Defendants' compliance with
13 Paragraphs 4.4.b.1 and 4.4.b.2. of this Final Judgment. The statement shall include a
14 summary description of the actions taken by the California-Based Colleague in the
15 previous calendar year, and a copy of all hazardous materials business plan and
16 hazardous waste inspection reports, notices of violation, notices to comply, and return
17 to compliance statements, if any, issued to the Facilities during the prior calendar year
18 and that are in the possession of the California Compliance Employee. The Facilities
19 shall be instructed to make a copy of all such records available to the California
20 Compliance Employee. The statement shall be signed by a responsible corporate
21 officer or the California Compliance Employee and include the following
22 certification:

23 I certify under penalty of law that I have personally examined and
24 am familiar with the information submitted in this document and
25 all documents submitted herewith; and that, to the best of my
knowledge and belief, the submitted information is true, accurate,
and complete.

26 ///

27 ///

28 ///

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

3 **5.1. Civil Penalties**

4 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall pay
5 ONE MILLION TWO HUNDRED TWO THOUSAND EIGHT HUNDRED DOLLARS
6 (\$1,202,800.00) as civil penalties pursuant to Health and Safety Code sections 25189 and 25515 and
7 Business and Professions Code section 17206, in accordance with the terms of Exhibits C-1 and C-2.

8 **5.2. Supplemental Environmental Projects**

9 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall
10 collectively pay TWO HUNDRED TWO THOUSAND EIGHT HUNDRED DOLLARS
11 (\$202,800.00) for supplemental environmental projects identified in, and in accordance with the
12 terms of, Exhibit D.

13 **5.3. Reimbursement of Costs of Investigation and Enforcement**

14 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall
15 collectively pay TWO HUNDRED THIRTY-SEVEN THOUSAND NINE HUNDRED DOLLARS
16 (\$237,900.00) for reimbursement of attorney's fees, costs of investigation, and other costs of
17 enforcement, to the entities identified in, and in accordance with the terms of, Exhibits E-1 and E-2.

18 **5.4. Payments and Expenditures**

19 The payment of all civil penalties, reimbursement of cost payments, and other expenditures
20 set forth in Paragraphs 5.1, 5.2, and 5.3, above, shall be made by checks and delivered to the District
21 Attorney's Office for the County of Yolo, Attention: David Irely, for distribution pursuant to the
22 terms of this Final Judgment.

23 **6. MATTERS COVERED BY THIS FINAL JUDGMENT**

24 6.1. This Final Judgment is a final and binding resolution and settlement of all claims,
25 violations and causes of action arising from the matters and allegations set forth in the Complaint as
26 to Defendants' Facilities until the entry of this Final Judgment ("Covered Matters").

27 6.2. Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved
28 Claim." Reserved Claims include, without limitation, any violation that occurs after the filing of this

1 Final Judgment; any claim, violation, or cause of action against Defendants' independent contractors
2 or subcontractors; and separate and independent violations arising out of matters or allegations that
3 are not set forth in the Complaint, whether known or unknown. Reserved Claims also include any
4 claims or causes of action against Defendants for performance of cleanup, corrective action, or
5 response action for any actual past or future releases, spills, or disposals of hazardous waste or
6 hazardous substances that were caused or contributed to by Defendants at or from any of Defendants'
7 Facilities.

8 6.3. In any subsequent action that may be brought by the People based on any Reserved
9 Claim, Defendants cannot assert that failing to pursue any Reserved Claim as part of this action
10 constitutes claim-splitting. This Paragraph does not affect any statute of limitations, if any, which
11 may be applicable to any Reserved Claim, and does not prohibit Defendants from asserting any
12 statute of limitations or other legal or equitable defenses that may be applicable to any Reserved
13 Claim.

14 6.4. Defendants covenant not to pursue any civil or administrative claims against the
15 People or against any agency of the State of California, or any county or city in the State of
16 California, or any CUPA, Participating Agency or local agency (collectively, "Agencies"), or against
17 any of their officers, employees, representatives, agents, or attorneys, arising out of or related to any
18 Covered Matter and arising before entry of this Final Judgment; provided, however, that if any
19 Agencies initiate claims against Defendants, Defendants retain any and all rights and defenses
20 against such Agencies.

21 **7. EFFECT OF FINAL JUDGMENT**

22 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is
23 intended, nor shall it be construed, to preclude the People or any state, county, city or local agency,
24 department, board, or CUPA from exercising its authority under any law, statute, or regulation.

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

26 The failure of the People to enforce any provision of this Final Judgment shall neither be
27 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The
28 failure of the People to enforce any such provision shall not preclude them from later enforcing the

1 same or any other provision of this Final Judgment. Except as expressly provided in this Final
2 Judgment, Defendants retain all defenses to any such later enforcement action. Prior to taking any
3 action to enforce the injunctive provisions of this Final Judgment by civil contempt or pursuant to
4 California Business and Professions Code section 17207, the People shall provide Defendants with at
5 least ten (10) days' notice before filing any such action.

6 **9. INTERPRETATION**

7 This Final Judgment was drafted equally by all Parties hereto. Accordingly, any and all rules
8 of construction holding that ambiguity is construed against the drafting party shall not apply to the
9 interpretation of this Final Judgment.

10 **10. INTEGRATION**

11 This Final Judgment constitutes the entire agreement between the Parties and may not be
12 amended or supplemented except as provided for herein. No oral advice, guidance, suggestions, or
13 comments by employees or officials of any Party regarding matters covered in this Final Judgment
14 shall be construed to relieve any Party of its obligations under this Final Judgment. No oral
15 representations have been made or relied upon other than as expressly set forth herein.

16 **11. FUTURE REGULATORY CHANGES**

17 Nothing in this Final Judgment shall excuse Defendants from meeting any more-stringent
18 requirement that may be imposed by applicable existing law or by any change in the applicable law.
19 To the extent any future statutory or regulatory change makes Defendants' obligations less stringent
20 than those provided for in this Final Judgment, Defendants' compliance with the changed law shall
21 be deemed compliance with this Final Judgment; however, any change in law or regulation shall not
22 reduce or diminish Defendants' obligations to comply with Paragraph 4.4.

23 **12. TERMINATION OF COMPLIANCE PROGRAM**

24 Defendants' obligations to engage in a compliance program pursuant to Paragraph 4.4 of this
25 Final Judgment shall terminate five (5) years after the Effective Date of this Final Judgment provided
26 that Defendants first demonstrate that they paid all amounts owed per Exhibits C-1, C-2, E-1, and E-
27 2, and expended all amounts required by Exhibit D.

28 ///

1 **13. NOTICES**

2 Unless otherwise specified in this Final Judgment, all notices under this Final Judgment shall
3 be made in writing, by both email and mail, and addressed to the persons identified in Exhibit B.
4 Any Party may, by written notice to the other Parties, change its designated notice recipient or notice
5 address.

6 **14. CONTINUING JURISDICTION**

7 The Court shall retain continuing jurisdiction to enforce the injunctive terms of this Final
8 Judgment and to address any other matters arising out of or regarding this Final Judgment.

9 **15. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

10 Defendants shall permit any duly authorized representative of the People to inspect and copy
11 records and documents relevant to determine compliance with the terms of this Final Judgment. This
12 paragraph shall not limit the People's authority access or obtain information, records, and documents
13 pursuant to any other statute or regulation.

14 **16. PAYMENT OF LITIGATION EXPENSES AND FEES**

15 Defendants shall make no request of the People to pay their attorney fees, expert witness fees
16 and costs, or any other costs of litigation or investigation incurred to date.

17 **17. COUNTERPART SIGNATURES**

18 The stipulation for entry of this Final Judgment may be executed by the Parties in
19 counterparts. For purposes of this Final Judgment, facsimile signatures shall be deemed originals,
20 and the parties agree to exchange original signatures as promptly as possible.

21 **18. INCORPORATION OF EXHIBITS**

22 Exhibits "A" through "E-2" are incorporated herein by reference.

23 **19. MODIFICATION**

24 The injunctive provisions of this Final Judgment may be modified only on noticed motion by
25 one of the parties with approval of the Court, or upon written consent by all of the Parties and the
26 approval of the Court.

27 **20. TERMINATION OF PERMANENT INJUNCTION**

28 At any time after this Final Judgment has been in effect for five (5) years, and Defendants

1 have paid and expended all amounts required under the Final Judgment, Defendants may move to
2 terminate the injunctive provisions in Paragraphs 4.2 and 4.3 pursuant to Code of Civil Procedure
3 section 533 and Civil Code section 3424. After this Final Judgment has been in effect for seven (7)
4 years, and Defendants have paid and expended all amounts required under the Final Judgment, the
5 injunctive provisions in Paragraphs 4.2 and 4.3 will terminate automatically.

6 **21. EFFECTIVE DATE OF FINAL JUDGMENT**

7 This Final Judgment shall become effective upon entry. The Parties need not file a Notice of
8 Entry of Judgment.

9 **IT IS SO STIPULATED.**

10 FOR THE PEOPLE:

11
12 JEFF W. REISIG, District Attorney
13 County of Yolo, State of California

14 DATED: 9/6/18

15 By: 

16 DAVID L. FREY

17 Assistant Chief Deputy District Attorney

18 ANNE MARIE SCHUBERT, District Attorney
19 County of Sacramento, State of California

20 DATED: 9/7/18

21 By: 

22 DOUGLAS W. WALEY

23 Supervising Deputy District Attorney

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

26 DATED: _____

27 By: _____

28 KENNETH A. MIFSUD

Assistant District Attorney

1 have paid and expended all amounts required under the Final Judgment, Defendants may move to
2 terminate the injunctive provisions in Paragraphs 4.2 and 4.3 pursuant to Code of Civil Procedure
3 section 533 and Civil Code section 3424. After this Final Judgment has been in effect for seven (7)
4 years, and Defendants have paid and expended all amounts required under the Final Judgment, the
5 injunctive provisions in Paragraphs 4.2 and 4.3 will terminate automatically.

6 **21. EFFECTIVE DATE OF FINAL JUDGMENT**

7 This Final Judgment shall become effective upon entry. The Parties need not file a Notice of
8 Entry of Judgment.

9 **IT IS SO STIPULATED.**

10 FOR THE PEOPLE:

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: _____

By: _____
DAVID J. IREY
Assistant Chief Deputy District Attorney

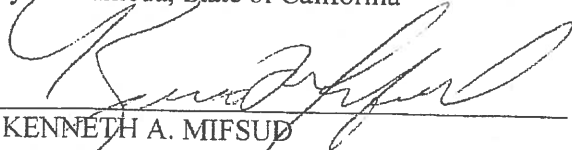
ANNE MARIE SCHUBERT, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: 5-23-18

By: 
KENNETH A. MIFSUD
Assistant District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DIANE BECTON, District Attorney
County of Contra Costa, State of California

DATED: 6/1/18

By: 
STACEY N. GRASSINI
Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
SABRINA D. ASHJIAN
Deputy District Attorney

MICHAEL N. FEUER, City Attorney
City of Los Angeles, State of California

DATED: _____

By: _____
JESSICA B. BROWN
Deputy City Attorney

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

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

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

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DIANE BECTON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY N. GRASSINI
Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: 5/29/2018

By: *Sabrina D. Ashjian*
SABRINA D. ASHJIAN
Deputy District Attorney

MICHAEL N. FEUER, City Attorney
City of Los Angeles, State of California

DATED: _____

By: _____
JESSICA B. BROWN
Deputy City Attorney

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

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

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

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DIANE BECTON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY N. GRASSINI
Deputy District Attorney

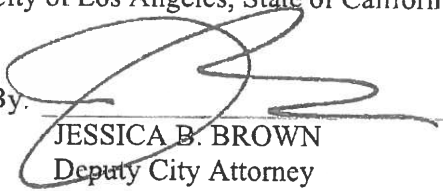
LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
SABRINA D. ASHJIAN
Deputy District Attorney

MICHAEL N. FEUER, City Attorney
City of Los Angeles, State of California

DATED: 4/21/18

By:  _____
JESSICA B. BROWN
Deputy City Attorney

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

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

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

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DIANE BECTON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY N. GRASSINI
Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
SABRINA D. ASHJIAN
Deputy District Attorney

MICHAEL N. FEUER, City Attorney
City of Los Angeles, State of California

DATED: _____

By: _____
JESSICA B. BROWN
Deputy City Attorney

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

DATED: 6/13/2018

By: 
DANIEL J. WRIGHT
Deputy District Attorney

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

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DIANE BECTON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY N. GRASSINI
Deputy District Attorney

LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
SABRINA D. ASHJIAN
Deputy District Attorney

MICHAEL N. FEUER, City Attorney
City of Los Angeles, State of California

DATED: _____

By: _____
JESSICA B. BROWN
Deputy City Attorney



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

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

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

DATED: 6/14/18

By: 
ANDRES H. PEREZ
Deputy District Attorney 

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: May 29, 2018

By: Anne M. Michaels
ANNE M. MICHAELS
Assistant District Attorney

ALLISON HALEY, District Attorney
County of Napa, State of California

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

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

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: _____

By: _____
ANNE M. MICHAELS
Assistant District Attorney

ALLISON HALEY, District Attorney
County of Napa, State of California

DATED: 5/21/18

By: 
PATRICK COLLINS
Deputy District Attorney

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

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: _____

By: _____
ANNE M. MICHAELS
Assistant District Attorney

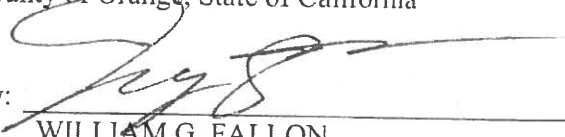
ALLISON HALEY, District Attorney
County of Napa, State of California

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

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

DATED: May 24, 2018

By: 
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: _____

By: _____
ANNE M. MICHAELS
Assistant District Attorney

ALLISON HALEY, District Attorney
County of Napa, State of California

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

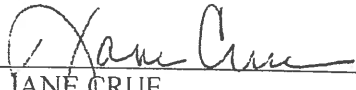
TONY RACKAUCKAS, District Attorney
County of Orange, State of California

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: 5/21/18 _____

By:  _____
JANE CRUE
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: _____

By: _____
ANNE M. MICHAELS
Assistant District Attorney

ALLISON HALEY, District Attorney
County of Napa, State of California

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

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

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California


DATED: May 29, 2018

By: 
LAUREN R. MARTINEAU
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MARA W. ELLIOTT, City Attorney
City of San Diego, State of California

DATED: May 22, 2018

By: 
MICHAEL R. HUDSON
Deputy City Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____
ERIC J. DOBROTH
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

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

DATED: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MARA W. ELLIOTT, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
MICHAEL R. HUDSON
Deputy City Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: 5/23/18

By: 
ELIZABETH MCCLUTCHEY
Deputy District Attorney

DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____
ERIC J. DOBROTH
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

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

DATED: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MARA W. ELLIOTT, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
MICHAEL R. HUDSON
Deputy City Attorney

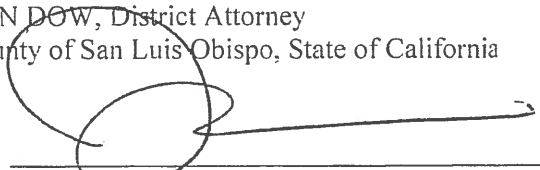
SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: 5/22/18

By: _____

ERIC J. DOBROTH
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

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

DATED: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MARA W. ELLIOTT, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
MICHAEL R. HUDSON
Deputy City Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

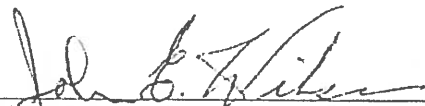
DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____
ERIC J. DOBROTH
Assistant District Attorney

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

DATED: 5/22/18

By: 
JOHN E. WILSON
Deputy District Attorney in Charge

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

DATED: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MARA W. ELLIOTT, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
MICHAEL R. HUDSON
Deputy District Attorney

SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____
ERIC J. DOBROTH
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

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


DATED: 6/20/2018

By: 
CHRISTOPHER DALBEY
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: 8/13/18

By: 
YEN B. DANG
Supervising Deputy District Attorney

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

DATED: 8/13/18

By:  
GREGORY ALKER
Assistant District Attorney

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

DATED: _____

By: _____
MATTHEW T. CHEEVER
Deputy District Attorney

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: _____

By: _____
YEN B. DANG
Supervising Deputy District Attorney


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

DATED: _____

By: _____
GREGORY ALKER
Assistant District Attorney

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

DATED: 8/14/18

By: 
MATTHEW T. CHEEVER
Deputy District Attorney

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: _____

By: _____

YEN B. DANG
Supervising Deputy District Attorney

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

DATED: _____

By: _____

GREGORY ALKER
Assistant District Attorney

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

DATED: _____

By: _____

MATTHEW T. CHEEVER
Deputy District Attorney

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

DATED: 8/17/2018

By: *Mitchell F. Disney*

MITCHELL F. DISNEY
Senior Deputy District Attorney

1 FOR DEFENDANT WHOLE FOODS MARKET CALIFORNIA, INC.:

2

3

4 DATED: 9/12/18

By: [Signature]

ALBERT PERCIVAL
Associate General Counsel: Legal Operations,
Compliance and Financial Transactions
WHOLE FOODS MARKET CALIFORNIA, INC.

5

6

7

8 REVIEWED AND APPROVED AS TO FORM AND CONTENT:

9

10

HARTMAN KING LLP

11

12 DATED: 9/12/18

By: [Signature]

JENNIFER HARTMAN KING
Attorneys for WHOLE FOODS MARKET
CALIFORNIA, INC.

13

14

15 FOR DEFENDANT MRS. GOOCH'S NATURAL FOOD MARKETS, INC.:

16

17

18 DATED: 9/12/18

By: [Signature]

ALBERT PERCIVAL
Associate General Counsel: Legal Operations,
Compliance and Financial Transactions
MRS. GOOCH'S NATURAL FOOD MARKETS,
INC.

19

20

21

22

23 REVIEWED AND APPROVED AS TO FORM AND CONTENT:

24

25

HARTMAN KING LLP

26

27 DATED: 9/12/18

By: [Signature]


JENNIFER HARTMAN KING
Attorneys for MRS. GOOCH'S NATURAL
FOOD MARKETS, INC.

28

1 FOR DEFENDANT WFM-WO, INC.:

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


DATED: 9/12/18

By: 
ALBERT PERCIVAL
Associate General Counsel: Legal Operations,
Compliance and Financial Transactions
WFM-WO, INC.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

HARTMAN KING LLP

DATED: 9/12/18

By: 
JENNIFER HARTMAN KING
Attorneys for WFM-WO, INC.

IT IS SO ORDERED.

DATED: SEP 17 2018

By: THOMAS E. WARRINER
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

Exhibit A

| Address | City | County |
|-------------------------------|---------------|--------------|
| 1025 Gilman Street | Berkeley | Alameda |
| 3000 Telegraph Ave | Berkeley | Alameda |
| 5200 Dublin Blvd | Dublin | Alameda |
| 3111 Mowry Avenue | Fremont | Alameda |
| 230 Bay Place | Oakland | Alameda |
| 2085 Diamond Blvd, Suite 125 | Concord | Contra Costa |
| 3502 Mt Diablo Blvd | Lafayette | Contra Costa |
| 6035 Giant Rd | Richmond | Contra Costa |
| 100 Sunset Dr | San Ramon | Contra Costa |
| 1333 E Newell Ave | Walnut Creek | Contra Costa |
| 2941 Ygnacio Valley Road | Walnut Creek | Contra Costa |
| 650 W Shaw Ave | Fresno | Fresno |
| 239 N Crescent Dr | Beverly Hills | Los Angeles |
| 760 South Sepulveda Blvd | El Segundo | Los Angeles |
| 331 N Glendale Ave | Glendale | Los Angeles |
| 6550 E Pacific Coast | Long Beach | Los Angeles |
| 1050 Gayley Ave | Los Angeles | Los Angeles |
| 11666 National Blvd | Los Angeles | Los Angeles |
| 11737 San Vicente Blvd | Los Angeles | Los Angeles |
| 2520 Glendale Blvd | Los Angeles | Los Angeles |
| 6350 W 3rd St | Los Angeles | Los Angeles |
| 770 S Grand Ave | Los Angeles | Los Angeles |
| 19340 Rinaldi St | Northridge | Los Angeles |
| 3751 E Foothill Blvd | Pasadena | Los Angeles |
| 465 S Arroyo Pkwy | Pasadena | Los Angeles |
| 12746 Jefferson Blvd | Playa Vista | Los Angeles |
| 405 North Pacific Coast Hwy | Redondo Beach | Los Angeles |
| 24130 Valencia Blvd | Santa Clarita | Los Angeles |
| 2121 Cloverfield Blvd | Santa Monica | Los Angeles |
| 1425 Montana Ave | Santa Monica | Los Angeles |
| 2201 Wilshire Blvd | Santa Monica | Los Angeles |
| 500 Wilshire Blvd | Santa Monica | Los Angeles |
| 12905 Riverside Dr | Sherman Oaks | Los Angeles |
| 4520 Sepulveda Blvd | Sherman Oaks | Los Angeles |
| 18700 Ventura Blvd., Unit 190 | Tarzana | Los Angeles |
| 2655 Pacific Coast Hwy | Torrance | Los Angeles |
| 225 Lincoln Blvd | Venice | Los Angeles |
| 5000 Pacific Blvd | Vernon | Los Angeles |
| 1955 E 48th St | Vernon | Los Angeles |
| 2370 E 48th St | Vernon | Los Angeles |
| 2376 E 48th St | Vernon | Los Angeles |

Exhibit A

| Address | City | County |
|--------------------------------|------------------|-----------------|
| 2307 E 49th St | Vernon | Los Angeles |
| 7871 Santa Monica Blvd | West Hollywood | Los Angeles |
| 21347 Ventura Blvd | Woodland Hills | Los Angeles |
| 414 Miller Ave | Mill Valley | Marin |
| 731 East Blithedale | Mill Valley | Marin |
| 790 De Long Avenue | Novato | Marin |
| 340 Third St | San Rafael | Marin |
| 800 Del Monte Center | Monterey | Monterey |
| 3682 Bel Aire Plaza | Napa | Napa |
| 3301 Imperial Hwy | Brea | Orange |
| 7881 Edinger Ave., Suite A-150 | Huntington Beach | Orange |
| 8525 Irvine Center Drive | Irvine | Orange |
| 283 Broadway St | Laguna Beach | Orange |
| 23932 Aliso Creek Road | Laguna Niguel | Orange |
| 415 Newport Center Dr | Newport Beach | Orange |
| 2847 Park Ave | Tustin | Orange |
| 1001 Galleria Blvd | Roseville | Placer |
| 44-459 Town Center Way | Palm Desert | Riverside |
| 270 Palladio Pkwy | Folsom | Sacramento |
| 4315 Arden Way | Sacramento | Sacramento |
| 2600 Via De La Valle #100 | Del Mar | San Diego |
| 687 South Coast Highway 101 | Encinitas | San Diego |
| 8825 Villa La Jolla Drive | La Jolla | San Diego |
| 711 University Ave | San Diego | San Diego |
| 1150 Ocean Ave | San Francisco | San Francisco |
| 1765 California St | San Francisco | San Francisco |
| 2001 Market Street | San Francisco | San Francisco |
| 3950 24th St | San Francisco | San Francisco |
| 399 4th St | San Francisco | San Francisco |
| 450 Rhode Island St | San Francisco | San Francisco |
| 690 Stanyan St | San Francisco | San Francisco |
| 2101 Jerrold Ave | San Francisco | San Francisco |
| 1531 Froom Ranch Way, San Luis | San Luis Obispo | San Luis Obispo |
| 1250 Jefferson Ave | Redwood City | San Mateo |
| 1010 Park Place | San Mateo | San Mateo |
| 3761 State Street | Santa Barbara | Santa Barbara |
| 1690 South Bascom Ave | Campbell | Santa Clara |
| 20955 Stevens Creek | Cupertino | Santa Clara |
| 4800 El Camino Real | Los Altos | Santa Clara |
| 15980 Los Gatos Blvd | Los Gatos | Santa Clara |
| 774 Emerson St | Palo Alto | Santa Clara |

Exhibit A

| Address | City | County |
|----------------------------------|---------------|-------------|
| 1140 Blossom Hill Rd | San Jose | Santa Clara |
| 777 The Alameda | San Jose | Santa Clara |
| 2732 Augustine Drive, Suite 1600 | Santa Clara | Santa Clara |
| 621 E Washington St | Petaluma | Sonoma |
| 1181 Yulupa Ave | Santa Rosa | Sonoma |
| 390 Coddington Mall | Santa Rosa | Sonoma |
| 6910 McKinley St | Sebastopol | Sonoma |
| 201 West Napa St | Sonoma | Sonoma |
| 650 Town Center Drive | Oxnard | Ventura |
| 740 N Moorpark Rd | Thousand Oaks | Ventura |
| 500 First St | Davis | Yolo |

EXHIBIT B

Exhibit B

NOTICES

For the People:

1. City Attorney of Los Angeles
c/o Jaclyn Romano
Deputy City Attorney
200 N. Main St., CHE, 5th Floor
Los Angeles, CA 90012
Email Address: Jaclyn.Romano@lacity.org

2. District Attorney of Yolo County
c/o David Irely
Assistant Chief Deputy District Attorney
301 Second Street
Woodland, CA 95695
Email Address: David.Irely@yolocounty.org

3. District Attorney of Contra Costa
County c/o Stacey Grassini
Deputy District Attorney
900 Ward Street
P.O. Box 670
Martinez, CA 94553
Email Address: SGrassini@contracosta.org

For the Defendants:

1. Jennifer Hartman King
Hartman King PC
520 Capitol Mall, Suite 750
Sacramento, CA 95814
Email Address: JHartmanKing@HartmanKingLaw.com

2. John H. Hempfling II
Associate General Counsel, Litigation
Whole Foods Market Services, Inc.
828 W. 6th Street, Suite 200
Austin, TX 78703
Email Address: John.Hempfling@wholefoods.com

EXHIBIT C-1

EXHIBIT C-1 -- CIVIL PENALTIES

| Agency | Civil Penalties - Business and Professions §17200 Penalties | Civil Penalties - Health and Safety §25500 Penalties | Civil Penalties - Health and Safety §25189 Penalties | Total of Civil Penalties Paid to Agency |
|---|---|--|--|---|
| Alameda Co. District Attorney's Office | \$ 86,500.00 | \$ - | \$ - | \$ 86,500.00 |
| Contra Costa Co. District Attorney's Office* | \$ 85,500.00 | \$ 87,500.00 | \$ - | \$ 173,000.00 |
| Fresno Co. District Attorney's Office | \$ 3,750.00 | \$ - | \$ - | \$ 3,750.00 |
| Los Angeles City Attorney's Office | \$ 86,500.00 | \$ - | \$ - | \$ 86,500.00 |
| Los Angeles Co. District Attorney's Office | \$ 50,300.00 | \$ - | \$ - | \$ 50,300.00 |
| Marin Co. District Attorney's Office | \$ 15,000.00 | \$ - | \$ - | \$ 15,000.00 |
| Monterey Co. District Attorney's Office | \$ 3,750.00 | \$ - | \$ - | \$ 3,750.00 |
| Napa Co. District Attorney's Office | \$ 3,750.00 | \$ - | \$ - | \$ 3,750.00 |
| Orange Co. District Attorney's Office | \$ 86,500.00 | \$ - | \$ - | \$ 86,500.00 |
| Placer Co. District Attorney's Office** (see below) | \$ 3,750.00 | \$ - | \$ - | \$ 3,750.00 |
| Riverside Co. District Attorney's Office*** (see below) | \$ 3,750.00 | \$ - | \$ - | \$ 3,750.00 |
| Sacramento Co. District Attorney's Office**** (see below) | \$ 86,500.00 | \$ - | \$ - | \$ 86,500.00 |
| San Diego City Attorney's Office | \$ 86,500.00 | \$ - | \$ - | \$ 86,500.00 |
| San Diego Co. District Attorney's Office | \$ 3,750.00 | \$ - | \$ - | \$ 3,750.00 |
| San Francisco Co. District Attorney's Office | \$ 86,500.00 | \$ - | \$ - | \$ 86,500.00 |
| San Luis Obispo Co. District Attorney's Office | \$ 3,750.00 | \$ - | \$ - | \$ 3,750.00 |
| San Mateo Co. District Attorney's Office | \$ 7,500.00 | \$ - | \$ - | \$ 7,500.00 |
| Santa Barbara Co. District Attorney's Office | \$ 3,750.00 | \$ - | \$ - | \$ 3,750.00 |
| Santa Clara Co. District Attorney's Office | \$ 26,000.00 | \$ - | \$ - | \$ 26,000.00 |
| Sonoma Co. District Attorney's Office | \$ 22,000.00 | \$ - | \$ - | \$ 22,000.00 |
| Ventura Co. District Attorney's Office | \$ 7,500.00 | \$ - | \$ - | \$ 7,500.00 |
| Yolo Co. District Attorney's Office | \$ 83,000.00 | \$ 87,500.00 | \$ 2,500.00 | \$ 173,000.00 |
| Totals - Prosecutor Civil Penalties | \$ 845,800.00 | \$ 175,000.00 | \$ 2,500.00 | \$ 1,023,300.00 |

*Contra Costa: Court further orders that these proceeds are designated as non-supplanting funds to be used by the Contra Costa County District Attorney's Office for the investigation and prosecution of cases pursuant to Business and Professions Code Sections 17200 et seq.

** PLACER: The money paid to the Placer District Attorney as penalties pursuant to Business and Professions Code section 17206, shall be for the sole and exclusive use of the District Attorney to augment the enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

*** RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$3,750.00 to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

**** SACRAMENTO: The money paid to the Sacramento District Attorney as penalties pursuant to Business and Professions Code section 17206, shall be for the sole and exclusive use of the District Attorney to augment the 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.

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 and any combination of one or more district attorneys or city attorneys shall be paid as approved by the Court.

EXHIBIT C-2

EXHIBIT C-2 -- CIVIL PENALTIES

| Agency | Civil Penalties - Health and Safety \$25500 Penalties | Civil Penalties - Health and Safety \$25189 Penalties | Total of Civil Penalties Paid to Regulatory Agencies |
|--|---|---|--|
| Alameda Co. - Berkeley City Toxics Management Division | \$ 3,000.00 | \$ - | \$ 3,000.00 |
| Alameda Co. - Fremont City Fire Dept., Haz Mat Unit | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Alameda Co. - Environmental Health Services | \$ 3,000.00 | \$ - | \$ 3,000.00 |
| Contra Costa Co. - Health Services Dept., Hazardous Materials Program | \$ 16,000.00 | \$ - | \$ 16,000.00 |
| Department of Toxic Substances Control*(see below) | \$ - | \$ 5,000.00 | \$ 5,000.00 |
| Fresno Co. - Community Health Dept., Environmental Health Division | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Los Angeles Co. - El Segundo Fire Dept. | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Los Angeles Co. - Glendale City Fire Dept., Environ. Mgmt. Center | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Los Angeles Co. - Long Beach Environmental Health | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Los Angeles Co. - Vernon Environmental Health | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Los Angeles Co. - Fire Health Hazmat | \$ 31,500.00 | \$ - | \$ 31,500.00 |
| Marin Co. - Dept. of Public Works, Waste Mngt. Div. | \$ 6,000.00 | \$ - | \$ 6,000.00 |
| Monterey Co. - Environmental Health Division | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Napa Co. - Dept. of Env. Mngt. | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Orange Co. - Environmental Health**(see below) | \$ 7,500.00 | \$ - | \$ 7,500.00 |
| Placer Co. - Roseville City Fire Dept. | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Riverside Co. - Dept. of Health, Hazardous Materials Division | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Sacramento Co. - Environmental Mgmt. Dept. | \$ 13,000.00 | \$ - | \$ 13,000.00 |
| San Diego Co. - Dept. of Environmental Health | \$ 16,000.00 | \$ - | \$ 16,000.00 |
| San Francisco Co. - City & County Public Health Dept. | \$ 12,000.00 | \$ - | \$ 12,000.00 |
| San Luis Obispo Co. - Environmental Health Services | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| San Mateo Co. - Environmental Health Division | \$ 3,000.00 | \$ - | \$ 3,000.00 |
| Santa Barbara Co. - Environmental Health Services | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Santa Clara Co. - City of Santa Clara Fire Department | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div. | \$ 9,000.00 | \$ - | \$ 9,000.00 |
| Sonoma Co. - City of Healdsburg/City of Sebastopol JPA | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Sonoma Co. - Fire & Emergency Services Dept. | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Sonoma Co. - Petaluma City Fire Department | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Sonoma Co. - Santa Rosa City Fire | \$ 3,000.00 | \$ - | \$ 3,000.00 |
| Ventura Co. - City of Oxnard Fire Dept. | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Ventura Co. - Environmental Health Division | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Yolo Co. - Environmental Health | \$ 22,000.00 | \$ 2,500.00 | \$ 24,500.00 |
| Total - Agency Civil Penalties | \$ 172,000.00 | \$ 7,500.00 | \$ 179,500.00 |
| * DTSC: Defendants shall pay Plaintiff the sum of \$5,000.00 as and for civil penalties, pursuant to Health and Safety Code section 25192. Said payment shall be made payable to the Department of Toxic Substances Control-Toxic Substance Control Account and delivered to the Yolo County District Attorney's Office Consumer Fraud and Environmental Protection Division. | | | |
| **ORANGE: \$7,500.00 is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller. | | | |

EXHIBIT D

Exhibit D – Supplemental Environmental Projects

1. Craig Thompson Environmental Protection Prosecution Fund.

WHOLE FOODS MARKET CALIFORNIA, INC., a California corporation; MRS. GOOCH'S NATURAL FOOD MARKETS, INC., a California corporation; and WFM-WO, INC., a Delaware corporation (DEFENDANTS) shall provide the amount of Forty-Two Thousand and Five Hundred Dollars (\$42,500.00) payable to the Craig Thompson Environmental Protection Prosecution Fund ("CTEPP Fund") to be used for purposes consistent with the mission of the CTEPP Fund.

2. California Certified Unified Program Agency Forum Projects.*

DEFENDANTS shall provide the amount of Twenty-Seven Thousand and Eight Hundred Dollars (\$27,800.00) payable to the CUPA Forum Environmental Protection Trust Fund ("CUPA Trust Fund"), which is administered and to be used by the California Certified Unified Program Agency Forum, for purposes consistent with the mission of the CUPA Trust Fund.

3. California District Attorneys Association Circuit Prosecutor Project.*

DEFENDANTS shall provide the amount of Thirty-Seven Thousand and Five Hundred Dollars (\$37,500.00) payable to the California District Attorneys Association – Circuit Prosecutor Project ("Circuit Prosecutor Project") for purposes consistent with the objectives of the Circuit Prosecutor Project.

4. California District Attorneys Association Environmental Project.*

DEFENDANTS shall provide the amount of Twenty-Five Thousand Dollars (\$25,000.00) payable to the California District Attorneys Association – Environmental Project ("Environmental Project") to be used by the Environmental Project for the

purpose of providing training consistent with the objectives of the Environmental Project.

5. Western States Project.*

DEFENDANTS shall provide the amount of Twenty-Five Thousand Dollars (\$25,000.00) payable to the Western States Project to be used by the Western States Project for an environmental enforcement newsletter and the development and maintenance of a webpage with information about the Regional Environmental Enforcement Associations.

6. California Hazardous Material Investigators Association (CHMIA).*

DEFENDANTS shall provide the amount of Fifteen Thousand Dollars (\$15,000.00) payable to the California Hazardous Materials Investigators Association to fund partial scholarships for attendance and participation at their annual training conference.

7. Environmental Enforcement and Training Account.

DEFENDANTS shall provide the amount of Thirty Thousand Dollars (\$30,000.00) payable to the "Secretary for California Environmental Protection Agency" for deposit in the Environmental Enforcement and Training Account as set forth in Penal Code Section 14300 et seq., for purposes consistent with the mission of the Environmental Enforcement and Training Act of 2002.

* If the payment provided by the DEFENDANTS 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 E-1

EXHIBIT E-1 -- COSTS

| Agency | Total Costs to Agency |
|--|-----------------------|
| Alameda Co. District Attorney's Office | \$ 11,700.00 |
| Contra Costa Co. District Attorney's Office | \$ 48,800.00 |
| Fresno Co. District Attorney's Office | \$ 900.00 |
| Los Angeles City Attorney's Office | \$ 22,500.00 |
| Los Angeles Co. District Attorney's Office | \$ 900.00 |
| Marin Co. District Attorney's Office | \$ 900.00 |
| Monterey Co. District Attorney's Office | \$ 900.00 |
| Napa Co. District Attorney's Office | \$ 900.00 |
| Orange Co. District Attorney's Office | \$ 6,150.00 |
| Placer Co. District Attorney's Office* (see below) | \$ 900.00 |
| Riverside Co. District Attorney's Office** (see below) | \$ 900.00 |
| Sacramento Co. District Attorney's Office*** (see below) | \$ 10,500.00 |
| San Diego City Attorney's Office | \$ 10,650.00 |
| San Diego Co. District Attorney's Office | \$ 2,400.00 |
| San Francisco Co. District Attorney's Office | \$ 24,300.00 |
| San Luis Obispo Co. District Attorney's Office | \$ 900.00 |
| San Mateo Co. District Attorney's Office | \$ 900.00 |
| Santa Barbara Co. District Attorney's Office | \$ 900.00 |
| Santa Clara Co. District Attorney's Office | \$ 900.00 |
| Sonoma Co. District Attorney's Office | \$ 1,650.00 |
| Ventura Co. District Attorney's Office | \$ 900.00 |
| Yolo Co. District Attorney's Office**** (see below) | \$ 71,305.00 |
| Total - Prosecutor Costs | \$ 220,755.00 |

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

** RIVERSIDE Costs: "Defendant" shall pay \$900.00 as costs to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.

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

**** YOLO: This money shall be paid in two separate checks: (1) one check addressed to the Yolo County District Attorney's Office in the amount of \$51,305.00, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$20,000.00.

EXHIBIT E-2

EXHIBIT E-2 -- COSTS

| Agency | Total Costs to Agency |
|--|-----------------------|
| Contra Costa Co. - Health Services Dept., Hazardous Materials Program | \$ 1,800.00 |
| Department of Toxic Substances Control | \$ 2,550.00 |
| Orange Co. - Environmental Health * (see below) | \$ 300.00 |
| Sacramento Co. - Environmental Mgmt. Dept. | \$ 3,000.00 |
| San Diego Co. - Dept. of Environmental Health | \$ 3,750.00 |
| San Francisco Co. - City & County Public Health Dept. | \$ 3,000.00 |
| Yolo Co. - Environmental Health | \$ 2,745.00 |
| Total - Agency Costs | \$ 17,145.00 |
| <p>*ORANGE: \$300.00 is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.</p> | |