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YOLO SUPERIOR COURT

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BY   
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11 *California*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF YOLO

14 **THE PEOPLE OF THE STATE OF**  
15 **CALIFORNIA,**

16 **Plaintiff,**

17 **v.**

18 **TRADER JOE'S COMPANY, a California**  
19 **Corporation; WORLD CLASS**  
20 **DISTRIBUTION, INC., a California**  
21 **Corporation,**

22 **Defendants.**

CASE NO.: CV2020-1175

**FINAL JUDGMENT AND**  
**PERMANENT INJUNCTION**

1 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA (“People”), appears herein  
2 through its attorneys: Nancy E. O’Malley, District Attorney of Alameda County; Michael L.  
3 Ramsey, District Attorney of Butte County; Diana Becton, District Attorney of Contra Costa  
4 County; Lisa A. Smittcamp, District Attorney of Fresno County; Cynthia Zimmer, District Attorney  
5 of Kern County; Michael N. Feuer, City Attorney of Los Angeles; Jackie Lacey, District Attorney of  
6 Los Angeles County; Lori E. Frugoli, District Attorney of Marin County; Jeannine M. Pacioni,  
7 District Attorney of Monterey County; Allison Haley, District Attorney of Napa County; Todd  
8 Spitzer, District Attorney of Orange County; Morgan Gire, District Attorney of Placer County;  
9 Michael A. Hestrin, District Attorney of Riverside County; Anne Marie Schubert, District Attorney  
10 of Sacramento County; Jason Anderson, District Attorney of San Bernardino County; Mara W.  
11 Elliott, City Attorney of San Diego; Summer Stephan, District Attorney of San Diego County; Chesa  
12 Boudin, District Attorney of San Francisco County; Tori Verber Salazar, District Attorney of San  
13 Joaquin County; Dan Dow, District Attorney of San Luis Obispo County; Stephen M. Wagstaffe,  
14 District Attorney of San Mateo County; Joyce E. Dudley, District Attorney of Santa Barbara County;  
15 Jeffrey F. Rosen, District Attorney of Santa Clara County; Stephanie A. Bridgett, District Attorney  
16 of Shasta County; Krishna A. Abrams, District Attorney of Solano County; Jill R. Ravitch, District  
17 Attorney of Sonoma County; Birgit A. Fladager, District Attorney of Stanislaus County; Gregory D.  
18 Totten, District Attorney of Ventura County; and Jeff W. Reisig, District Attorney of Yolo County.

19 Defendants TRADER JOE’S COMPANY, a California Corporation, and WORLD CLASS  
20 DISTRIBUTION, INC., a California Corporation (hereafter “Defendants”) appear herein through  
21 their attorneys: O’MELVENY & MYERS LLP.

22 Plaintiff and Defendants (the “Parties”) have stipulated that this Final Judgment and  
23 Permanent Injunction (“Final Judgment”) may be entered without trial or adjudication of any issue  
24 of fact or law. The Parties enter into this Final Judgment pursuant to a settlement or certain disputed  
25 claims between them as alleged in the Complaint.

26 **Accordingly, NOW THEREFORE, upon the consent of the Parties, and the Court**  
27 **having considered the Final Judgment reached between the Parties, IT IS HEREBY**  
28 **ORDERED, ADJUDGED, AND DECREED:**

1 **FINAL JUDGMENT AND PERMANENT INJUNCTION**

2 **1. JURISDICTION**

3 The Parties are generally appearing before the Superior Court of California, County of Yolo,  
4 which has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction  
5 over the Parties to this Final Judgment and Permanent Injunction.

6 **2. SETTLEMENT OF DISPUTED CLAIMS**

7 The Parties have stipulated and consented to the entry of this Final Judgment prior to the  
8 taking of any proof, and without trial or adjudication of fact or law herein. The Court finds that this  
9 Final Judgment is not an admission by any Defendant regarding any issue of law or fact in the  
10 above-captioned matter or any violation of any law; this Final Judgment is a fair and reasonable  
11 resolution of the Covered Matters (as defined in Paragraph 6 herein) and is in the best interest of the  
12 public; and pursuant to the agreement of the Parties, the right to appeal is ordered waived.

13 **3. DEFINITIONS**

14 Except where otherwise expressly defined in this Final Judgment, all terms shall be  
15 interpreted consistent with the Health and Safety Code sections 25100 et seq. (Hazardous Waste  
16 Control Law), sections 25500 et seq. (Hazardous Materials Release Response Plans and Inventory  
17 Law), sections 117600 et seq. (Medical Waste Management Act), and the regulations promulgated  
18 under these sections.

19 “Certified Unified Program Agency” or “CUPA” is defined in Health and Safety Code  
20 sections 25123.7(b) and 25404(a) and means the agency which, pursuant to Chapter 6.11 of Division  
21 20 of the Health and Safety Code, and Title 27 of the California Code of Regulations, is certified by  
22 the California Environmental Protection Agency with the jurisdictional responsibility and authority  
23 to implement and enforce certain state environmental program requirements specified in Health and  
24 Safety Code section 25404(c)(1).

25 “Facility” or “Facilities” mean the specialty grocery stores, and distribution centers,  
26 including any kitchen/food preparation facilities within them, listed in **Exhibit A** that Defendants  
27 formerly or currently own or operate in California, and all other Trader Joe’s Company specialty  
28 grocery stores, and World Class Distribution kitchen/food preparation facilities and distribution

1 centers within the State of California that Defendants, or any respective successor corporation or  
2 assignee, own or operate subsequent to the effective date of this Final Judgment.

3 "Participating Agency" means an agency that has been designated by the CUPA to  
4 administer one or more state environmental programs on behalf of the CUPA.

5 **4. INJUNCTIVE RELIEF**

6 **4.1 Applicability**

7 The provisions of this injunction are applicable to Defendants and their respective successor  
8 corporations or assignees, and to all persons, partnerships, corporations and other entities that have  
9 Direct Operational Control over Defendants' hazardous waste program and that are subject to the  
10 jurisdiction of the courts in the State of California, and that are acting under, on behalf of, or at the  
11 direction of Defendants, or their respective successor corporations or assigns, with actual or  
12 constructive notice of this Injunction. "Direct Operational Control" shall mean active participation  
13 in the operation of the hazardous waste programs in Facilities located in the State of California.

14 **4.2 General Injunctive Provision**

15 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8, and  
16 Business and Professions Code section 17203, Defendants are permanently enjoined from violating  
17 Health and Safety Code Chapters 6.5 and 6.95 of Division 20 of the California Health and Safety  
18 Code, and the regulations promulgated under these chapters. Notwithstanding any other provision in  
19 this Final Judgment, nothing in this Final Judgment shall relieve Defendants from prospectively  
20 complying with any and all applicable laws and regulations.

21 **4.3 Specific Injunctive Provisions**

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

25 4.3.a. Disposing, or causing the disposal of, any hazardous waste at a point not authorized  
26 by law, in violation of Health & Safety Code section 25189 and 25189.2, including, but not limited  
27 to, the disposal of hazardous waste into any trash container, dumpster, or compactor at the  
28 Facilities, or causing the disposal of hazardous waste at a transfer station or landfill that is not

1 authorized to receive hazardous waste;

2 4.3.b. Failing to determine if a waste generated at the Facilities is a hazardous waste, as  
3 required by California Code of Regulations, Title 22, sections 66262.11 and 66260.200(c);

4 4.3.c. Failing to manage every item of hazardous waste as required by Chapter 6.5 of  
5 Division 20 of the Health and Safety Code and its implementing regulations in the California Code  
6 of Regulations, Title 22;

7 4.3.d. Transporting, or causing to be transported, any hazardous waste to an unauthorized  
8 location in California, in violation of Health and Safety Code section 25198.5;

9 4.3.e. Transporting, transferring custody of, or causing to be transported in California, any  
10 hazardous waste unless the transporter is properly licensed and registered to transport hazardous  
11 waste, as required by Health & Safety Code section 25163;

12 4.3.f. Failing to timely file with the Department of Toxic Substances Control (“DTSC”) a  
13 hazardous waste manifest for all hazardous waste that is transported, or submitted for transportation,  
14 for offsite handling, treatment, storage, disposal, or any combination thereof, from any Facility as  
15 required by Health & Safety Code section 25160(b)(3) and California Code of Regulations, Title 22,  
16 section 66262.23;

17 4.3.g. Failing to maintain copies of hazardous waste manifests for three (3) years, in  
18 violation of California Code of Regulations, title 22, section 66262.40;

19 4.3.h. Failing to timely notify the DTSC by filing an exception report concerning the  
20 treatment, storage, or disposal facility’s failure to return any executed manifest, as required by  
21 Health & Safety Code section 25160(b)(3) and California Code of Regulations, Title 22, section  
22 66262.42;

23 4.3.i. Failing to contact the transporter and/or the owner or operator of a designated facility  
24 which was to receive any hazardous waste from Defendants to determine the status of the hazardous  
25 waste, in the event Defendants did not receive a copy of the manifest with the handwritten signature  
26 of the owner or operator of the designated facility within thirty-five (35) days of the date the waste  
27 was accepted by the initial transporter, as required by Health and Safety Code section 25160(b)(3)  
28 and Title 22 of the California Code of Regulations, section 66262.42;

1 4.3.j. Treating, storing, disposing of, transporting, or offering for transportation, any  
2 hazardous waste without having received and used a proper identification number from the U.S.  
3 Environmental Protection Agency or DTSC for the originating Facility, as required by title 22 of the  
4 California Code of Regulations section 66262.12, subdivision (a) (Identification Numbers for the  
5 Generator).

6 4.3.k. Failing to properly manage, identify the date of accumulation, or label containers of  
7 hazardous waste at the Facilities, as required under California Code of Regulations, Title 22, section  
8 66262.34;

9 4.3.l. Storing and accumulating hazardous waste at the Facilities beyond the time limits  
10 permitted by law as prohibited by California Code of Regulations, Title 22, section 66262.34;

11 4.3.m. Failing to segregate incompatible hazardous wastes in violation of California Code of  
12 Regulations, Title 22, section 66265.177;

13 4.3.n. Failing to maintain properly designated hazardous waste storage areas at each  
14 Facility, which include the segregation of hazardous wastes;

15 4.3.o. Failing to conduct inspections of hazardous waste storage areas at each Facility, as  
16 required by California Code of Regulations, title 22, sections 66262.34 and 66265.174;

17 4.3.p. Failing to comply with employee training and record keeping requirements pertaining  
18 to the management of hazardous waste as set forth in California Code of Regulations, title 22,  
19 section 66265.16;

20 4.3.q. Failing to immediately report, upon discovery, any release or threatened release of a  
21 reportable quantity of any hazardous material from any Facility into the environment in violation of  
22 Health and Safety Code section 25510 and California Code of Regulations, Title 19, section 2631 et  
23 seq.;

24 4.3.r. Failing to establish, implement, update and submit to the responsible CUPA, as  
25 required by Chapter 6.95 of Division 20 of the Health and Safety Code, a complete hazardous  
26 materials business plan for each Facility, meeting the requirements listed in Health and Safety Code  
27 section 25505 and California Code of Regulations, Title 19, section 2650 et seq.;

28 4.3.s. Failing to include in each hazardous materials business plan procedures for

1 emergency response to a release or threatened release of hazardous materials, as required by Health  
2 and Safety Code sections 25505 and 25507;

3 4.3.t. Failing to include in each hazardous materials business plan an employee-training  
4 program that meets the requirements of Health and Safety Code section 25505(a)(4), and California  
5 Code of Regulations, title 19, section 2659;

6 4.3.u. Failing to properly manage, mark, and store universal waste at each Facility in  
7 compliance with the standards for universal waste management found in California Code of  
8 Regulations, title 22, sections 66273.33 through 66273.36; or in the alternative, failing to manage  
9 such waste as hazardous waste as required by Chapter 6.5 of the Health and Safety Code and its  
10 implementing regulations in the California Code of Regulations, title 22, including, but not limited  
11 to, section 66262.34;

12 4.3.v. Failing to keep a record of each shipment of universal waste sent from any Facility,  
13 as required by title 22 of the California Code of Regulations section 66273.39;

14 4.3.w Failing to treat returned or discarded non-empty aerosol cans at the Facilities as  
15 universal waste or hazardous waste, in violation of California Code of Regulations, Title 22,  
16 section 66273.1 et seq.;

17 4.3.x. Causing the deposit of any hazardous substance upon the land of another, in  
18 California, without the permission of the owner, in violation of California law; and

19 4.3.y. Failing to comply with the California Medical Waste Management Act, Health and  
20 Safety Code sections 117600, *et seq.*, to the extent it applies to Defendants' operations.

#### 21 4.4 Compliance Assurance Program

22 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8,  
23 and Business and Professions Code section 17203, and so as to ensure compliance with Paragraphs  
24 4.2 and 4.3 above, Defendants are mandated to implement the following Compliance Assurance  
25 Programs:

26 4.4.a. Dumpster -Audit Program: Defendants shall, for a period of five years commencing  
27 on July 1, 2021, conduct, on an annual basis, independent third-party audits of dumpsters and  
28 compactors at ten (10) of the California stores then-currently owned or operated by Defendants,

1 which shall be selected by the third party auditor, and one (1) dumpster or compactor (as  
2 applicable) at a then-currently operated California distribution center. Defendant shall provide  
3 notice to the People's representatives as set forth in Exhibit B at least two court days prior to any  
4 waste audit contemplated per this paragraph to allow the People the option to send an observer.

5 4.4.a.1. In the event any independent third-party audit finds the waste examined in  
6 the audit was placed by a Defendant in violation of California Health and Safety Code  
7 Chapters 6.5 and/or 6.95 of Division 20 of the California Health and Safety Code, and the  
8 regulations promulgated under these chapters, Defendants shall within ninety (90) days of  
9 the finding, provide a written reminder to every manager, clerk and employee employed at  
10 the facility where the violation is found that hazardous waste is not to be disposed of except  
11 through the hazardous waste management program.

12 4.4.a.2. In the event the independent third-party audit conducted in any calendar  
13 year finds five (5) or more of the stores or distribution centers inspected to have one or  
14 more violations described in paragraph 4.2 and/or 4.3 above, Defendants shall, within  
15 ninety (90) days of a written request by the People, require every Regional Vice President,  
16 store manager, and employee in California to complete a refresher training program on  
17 compliance with California hazardous waste and materials laws commensurate with each of  
18 their job responsibilities.

19 4.4.a.3. In the event any independent third-party audit conducted after the first two  
20 (2) calendar years of audits-finds that nine or more of the stores or distribution centers  
21 inspected have no violations described in paragraph 4.2 or 4.3 above, Defendants'  
22 obligation to conduct third-party audits of stores' and distribution centers' dumpsters and  
23 compactors shall terminate.

24 4.4.a.4. Defendants shall identify and retain the independent third-party auditor  
25 within sixty (60) days of the approval by the Court of this Final Judgment and shall serve  
26 each person listed in **Exhibit B**, attached, with a statement identifying the name, address  
27 and telephone number of the independent third-party auditor. The independent third-party  
28 auditor shall prepare and serve on each person listed in Exhibit B a detailed summary of its



1 findings within ninety (90) days following each dumpster or compactor waste audit. The  
2 statement shall identify the facility location audited and the results of that audit. The  
3 service required by this paragraph may be made by email.

4 **4.4.b. Training** - Defendants shall ensure all employees at all of their Facilities are  
5 thoroughly familiar with proper waste handling and emergency procedures, relevant to their  
6 responsibilities during normal Facility operation and emergencies, and shall maintain proof of the  
7 training required by California Code of Regulations, title 22, section 66265 for each employee  
8 responsible for hazardous waste management at any of its Current Facilities, as follows:

9 4.4.b.1. For any training conducted in accordance with 4.4.b, Defendants shall  
10 maintain documentation sufficient to identify the topic(s) on which employees received  
11 training, which employees received training and on what dates. Such records may be  
12 maintained electronically. Defendants shall maintain any documentation in accordance with  
13 California Code of Regulations, Title 22, section 66265.16 in a manner that allows retrieval  
14 of the records upon request by governmental inspection within five (5) business days.

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

21 4.4.b.3. Defendants shall review the training records on a quarterly basis to assure  
22 each employee has received the training required pursuant to California Code of  
23 Regulations, title 22, section 66265.16 and that less than one year has elapsed since the  
24 employee last received the required training.

25 4.4.b.4. Defendants shall promptly make available upon request by any CUPA  
26 Inspector, peace officer, agent of the Department of Justice, California Environmental  
27 Protection Agency, the Department of Toxic Substance Control, or District Attorney, all  
28 training records maintained for each Facility. In the event such records are not available

1 during a governmental inspection, Defendants shall provide such records to the requesting  
2 body within five (5) business days.

3 4.4.b.5. To the extent any of Defendants' Facilities generates more than 1,000  
4 kg/month of hazardous waste, or 1 kg/month of acute hazardous waste, or 100 kg/month of  
5 acute spill residue or soil, Defendants shall additionally comply with the personnel training  
6 requirements contained in California Code of Regulations, Title 22, section 66265.16, to the  
7 extent applicable for that particular Facility's employees.

8 4.4.c. **California Compliance Employee** - Defendants shall collectively employ, for at  
9 least five (5) years after the effective date of this Final Judgment, at least one full time California-  
10 based employee who is responsible for supporting environmental compliance at the Facilities (the  
11 "California Compliance Employee"). The California Compliance Employee shall: be familiar with  
12 the requirements of this Final Judgment; work to oversee Defendant's hazardous waste and  
13 hazardous materials compliance program; and ensure compliance with the injunctive terms of this  
14 Final Judgment.

15 4.4.c.1. The California Compliance Employee's responsibilities shall include:  
16 ensuring compliance with the injunctive terms of this Final Judgment; reviewing the  
17 Facilities' training records on a quarterly basis to ensure that each employee at each Facility  
18 has received the training required under California law and the terms of this Final Judgment;  
19 and contacting Facilities to obtain copies of all hazardous materials business plans and  
20 hazardous waste inspection reports, notices of violation, notices to comply, and return to  
21 compliance statements, if any, issued to or created for the Facilities during the prior calendar  
22 year.

23 4.4.c.2 Compliance Certification. Within 60 days after the end of each year of the  
24 five (5) year period set forth in Paragraph 4.4.c, Defendants shall provide the persons listed  
25 in Exhibit B with a statement regarding Defendants' compliance with paragraphs 4.4.c and  
26 4.4.c.1 of this Final Judgment. The statement shall include a summary description of the  
27 actions taken by the California Compliance Employee in the previous calendar year, and a  
28 copy of all hazardous materials business plans and hazardous waste inspection reports,

1 notices of violation, notices to comply and return to compliance statements, if any, issued to  
2 the Facilities during the prior calendar year and that are in the possession of the California  
3 Compliance Employee. The Facilities shall be instructed to make a copy of all such records  
4 available to the California Compliance Employee. The certification shall be signed by the  
5 California Compliance Employee and shall include the following certification:

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

9 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS AND COSTS**

10 **5.1 Civil Penalties**

11 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall  
12 collectively pay THREE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY  
13 DOLLARS (\$393,750.00) as civil penalties pursuant to Health and Safety Code sections 25189 and  
14 25515, and Business and Professions Code section 17206, in accordance with the terms of  
15 **Exhibits C-1 and C-2**, attached.

16 **5.2. Supplemental Environmental Projects**

17 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall  
18 collectively pay FIFTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$56,250.00) for  
19 supplemental environmental projects identified in, and in accordance with, the terms of **Exhibit D**,  
20 attached.

21 **5.3 Reimbursement of Costs of Investigation and Enforcement**

22 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall  
23 collectively pay ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00) for  
24 reimbursement of attorneys' fees, costs of investigation, and other costs of enforcement, to the  
25 entities identified in, and in accordance with the terms of, **Exhibits E-1 and E-2**, attached.

26 **5.4 Payments and Expenditures**

27 The payment of all civil penalties, reimbursement of cost payments and other expenditures  
28 set forth in paragraphs 5.1, 5.2, and 5.3, above, shall be made by separate checks payable as

1 provided in Exhibits C-1, C-2, D, E-1 and E-2, and delivered to the District Attorney's Office for the  
2 County of Yolo, Attention: David J. Irely, Chief Deputy District Attorney, for distribution pursuant  
3 to the terms of this Final Judgment.

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

5 6.1 This Final Judgment is a final and binding resolution and settlement of all violations  
6 and causes of action arising from the facts set forth in the Complaint as to Trader Joe's Company,  
7 World Class Distribution, Inc., and their successors in interest, and the officers and employees of  
8 each of them ("Covered Parties"), through July 1, 2020 ("Covered Matters"). Any claim, violation,  
9 or cause of action that is not a Covered Matter is a "Reserved Claim." Reserved Claims include,  
10 without limitation, any unknown violation, any violation that occurs after the filing of this Final  
11 Judgment and Permanent Injunction, any claim, violation, or cause of action against Defendants'  
12 independent contractors or subcontractors; and separate and independent violations arising out of  
13 matters or allegations that are not set forth in the Complaint, whether known or unknown.

14 6.2 Reserved Claims also include any claims or causes of action against Defendants for  
15 performance of cleanup, corrective action, or response action for any actual past or future releases,  
16 spills, or disposals of hazardous waste or hazardous substances that were caused or contributed to by  
17 Defendants at or from any Facilities and are not included as "Covered Matters."

18 6.3 In any subsequent action that may be brought by the People based on any Reserved  
19 Claim, Defendants agree they will not assert that failing to pursue any Reserved Claim as part of this  
20 action constitutes claim-splitting.

21 6.4 Any Claims, if any, by Defendants, civil or administrative, against the People or  
22 against any agency of the State of California, or any county or city in the State of California, or any  
23 CUPA, Participating Agency or local agency (collectively "Agencies"), or against any of their  
24 officers, employees, representatives, agents or attorneys, arising out of or related to any Covered  
25 Matter are hereby merged into and extinguished by this Final Judgment and Permanent Injunction;  
26 provided, however, that if any Agencies initiate claims against any Defendant, the Defendant retains  
27 any and all rights and defenses against such Agencies.

28 ///

1 **7. EFFECT OF FINAL JUDGMENT**

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

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

6 The failure of the People to enforce any provision of this Final Judgment shall neither be  
7 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The  
8 failure of the People to enforce any such provision shall not preclude them from later enforcing the  
9 same or any other provision of this Final Judgment. Except as expressly provided in this Final  
10 Judgment, Defendants retain all defenses allowed by law to any such later enforcement action.

11 **9. INTERPRETATION**

12 This Final Judgment was drafted equally by all Parties hereto. Accordingly, any and all rules  
13 of construction including Civil Code section 1654 which provides that ambiguity is construed  
14 against the drafting party shall not apply to the interpretation of this Final Judgment and Permanent  
15 Injunction.

16 **10. INTEGRATION**

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

22 **11. FUTURE REGULATORY CHANGES**

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

1 **12. TERMINATION OF COMPLIANCE PROGRAM**

2 Defendants' obligations to engage in a compliance program pursuant to Paragraph 4.4 of this  
3 Final Judgment and Permanent Injunction shall terminate five (5) years after the Effective Date of  
4 this Final Judgment provided that Defendants have paid all amounts owed in Paragraphs 5.1, 5.2, 5.3  
5 and 5.4.

6 **13. CONTINUING JURISDICTION**

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

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

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

15 **15. PAYMENT OF LITIGATION EXPENSES AND FEES**

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

18 **16. COUNTERPART SIGNATURES**

19 The stipulation for entry of this Final Judgment may be executed by the Parties in  
20 counterparts and a facsimile signature shall be deemed to be, and shall have the same force and  
21 effect as, an original signature.

22 **17. INCORPORATION OF EXHIBITS**

23 Exhibits "A" through "E" are incorporated herein by reference.

24 **18. TERMINATION OF PERMANENT INJUNCTION**

25 At any time after this Final Judgment has been in effect for five (5) years, and Defendants  
26 have paid and expended all amounts required under the Final Judgment, any Defendant may  
27 individually or collectively move to terminate the injunctive provisions in Paragraph 4 pursuant to  
28 Code of Civil Procedure section 533 and Civil Code section 3434. After this Final Judgment has

1 been in effect for seven (7) years, and Defendants have paid and expended all amounts required  
2 under the Final Judgment, the injunctive provisions in Paragraph 4 will terminate automatically.

3 **19. EFFECTIVE DATE OF FINAL JUDGMENT**

4 This Final Judgment and Permanent Injunction shall become effective upon entry and Notice  
5 of Entry of Judgment is waived.

6 **20. MODIFICATION OF CONSENT JUDGMENT**

7 This Final Judgment and Permanent Injunction may be modified upon noticed motion to the  
8 Court by one of the Parties, or by written consent of all of the Parties and the approval of the Court.

9 **21. FORCE MAJEURE**

10 21.1. It is not a breach of the requirements of this Final Judgment and Permanent Injunction  
11 if Defendants are prevented from performing as a direct result of a *Force Majeure* event. A *Force*  
12 *Majeure* event is an event that arises beyond the reasonable control of Defendants that prevents the  
13 performance of such an obligation despite Defendants' timely and diligent efforts to fulfill the  
14 obligation. A *Force Majeure* event includes (a) pandemics, quarantines, civil unrest, war, power  
15 outages, labor conditions, fires, and natural disasters such as wildfires (whether or not human-  
16 caused), floods, earthquakes, and extreme weather, (b) actions, regulations, orders, restrictions or  
17 public advisory recommendations issued or imposed by any governmental entity or official (whether  
18 federal, state, local or international) and/or (c) any event constituting a *Force Majeure* event under  
19 California common law.

20 21.2. The Parties understand and acknowledge that they are entering into this Final  
21 Judgment and Permanent Injunction in the midst of the worldwide COVID-19 pandemic. The  
22 impact of this pandemic, together with federal, state, and local actions, advisories, rules, and  
23 regulations have and will impact Defendants' operations for an unknown period into the future.  
24 Notwithstanding Defendants' present ability to comply with the terms of this Final Judgment and  
25 Permanent Injunction, the Parties acknowledge that this pandemic, including any subsequent  
26 resurgence of COVID-19, may give rise to new or changed conditions that constitute *Force Majeure*  
27 events. Defendants are not barred from asserting *Force Majeure* under paragraph 21.1 above solely  
28 on the grounds that such events may be foreseeable.

1           21.3. Where there is a *Force Majeure* event that prevents the performance of any  
2 obligations under this Final Judgment and Permanent Injunction, the Defendants shall immediately  
3 notify the Court and the Parties, giving full particulars of the *Force Majeure* event and the reasons  
4 the *Force Majeure* event prevents Defendants from complying with their obligations. The  
5 Defendants must use all reasonable efforts to mitigate the impact of the *Force Majeure* event on the  
6 performance of all obligations under this Final Judgment and Permanent Injunction.

7           21.4. Upon completion of the *Force Majeure* event, the Defendants must, as soon as  
8 reasonably practicable, recommence the performance of its obligations under this Final and  
9 Permanent Injunction.

10           21.5. A *Force Majeure* event does not relieve the Defendants of the obligations under  
11 Paragraph 5 of this Final Judgment to pay civil penalties, fund supplemental environmental projects  
12 and pay reimbursement of costs of investigation and enforcement set forth in paragraphs 5.1, 5.2 and  
13 5.3, and 5.4.

14  
15 **IT IS SO ORDERED.**

16  
17 DATED: 11/12/2020

18 By:  DANIEL M. WOLK

19 JUDGE OF THE SUPERIOR COURT  
20  
21  
22  
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# Exhibit A

## Exhibit A - California Trader Joe's Facilities

	Address	City	County
1	2217 S. Shore Center	Alameda	Alameda
2	1885 University Ave	Berkeley	Alameda
3	22224 Redwood Rd.	Castro Valley	Alameda
4	5700 Christie Ave	Emeryville	Alameda
5	39324 Argonaut Way	Fremont	Alameda
6	1122 A East Stanley Blvd	Livermore	Alameda
7	3250 Lakeshore Ave	Oakland	Alameda
8	5272 College Ave	Oakland	Alameda
9	4040 Plimlico #150	Pleasanton	Alameda
10	3903 Santa Rita Rd	Pleasanton	Alameda
11	801 East Ave Ste 110	Chico	Butte
12	5451 Lone Tree Way	Brentwood	Contra Costa
13	1150 Concord Ave	Concord	Contra Costa
14	785 Oak Grove Rd.	Concord	Contra Costa
15	85 Railroad Ave	Danville	Contra Costa
16	225 El Cerrito Plaza	El Cerrito	Contra Costa
17	3649 Mount Diablo Blvd	Lafayette	Contra Costa
18	2742 Pinole Valley Rd	Pinole	Contra Costa
19	300 Market Place	San Ramon	Contra Costa
20	1372 SO Callifornia Blvd	Walnut Creek	Contra Costa
21	1077 N. Willow Ste 101	Clovis	Fresno
22	5376 N. Blackstone	Fresno	Fresno
23	8478 N. Friant Rd	Fresno	Fresno
24	8200 21 Stockdale Hwy Ste C	Bakersfield	Kern
25	28941 Canwood St	Agoura Hills	Los Angeles
26	4121 Atlantic Ave.	Bixby Knolls	Los Angeles
27	4210 Long Beach Blvd	Bixby	Los Angeles
28	214 E. Alameda	Burbank	Los Angeles
29	23741 Calabasas Rd.	Calabasas	Los Angeles
30	12861 Towne Center Dr.	Cerritos	Los Angeles
31	10330 Mason Ave	Chatsworth	Los Angeles
32	475 W. Foothill Blvd	Claremont	Los Angeles
33	6150 Slauson Ave	Culver City	Los Angeles
34	9290 Culver Blvd.	Culver City	Los Angeles
35	1566 Colorado Blvd	Eagle Rock	Los Angeles
36	17640 Burbank Blvd.	Encino	Los Angeles
37	130 N. Glendale Ave.	Glendale	Los Angeles
38	103 E. Glenoaks Blvd	Glendale	Los Angeles
39	11114 Balboa Blvd	Granada Hills	Los Angeles
40	1100 Pacific Coast Hwy	Hermosa Beach	Los Angeles
41	475 Foothill Blvd	La Canada	Los Angeles
42	2222 Belflower Blvd	Long Beach	Los Angeles
43	6451 E. Pacific Coast Hwy	Long Beach	Los Angeles
44	1000 Glendon Ave	Los Angeles	Los Angeles
45	11755 W. Olympic Blvd	Los Angeles	Los Angeles
46	1600 Vine St	Los Angeles	Los Angeles
47	175 S. Fairfax Ave Ste E	Los Angeles	Los Angeles
48	263 S. La Brea	Los Angeles	Los Angeles
49	2738 Hyperion Ave	Los Angeles	Los Angeles
50	3131 S. Hoover St Ste 1920	Los Angeles	Los Angeles
51	80000 Sunset Blvd Ste C120	Los Angeles	Los Angeles

## Exhibit A - California Trader Joe's Facilities

	Address	City	County
52	8500 Burton Way Ste 100	Los Angeles	Los Angeles
53	1800 Rosecrans Blvd	Manhattan Beach	Los Angeles
54	1821 Manhattan Beach Blvd	Manhattan Beach	Los Angeles
55	4675 Admiralty Way	Marina Del Rey	Los Angeles
56	604 W. Huntington Dr.	Monrovia	Los Angeles
57	800 S. Shamrock Ave.	Monrovia	Los Angeles
58	2462 Honolulu Ave	Montrose	Los Angeles
59	39507 10th St. W.	Palmdale	Los Angeles
60	7260 North Rosemead Blvd	San Gabriel	Los Angeles
61	3035 E. Huntington Dr.	Pasadena	Los Angeles
62	345 S. Lake Tahoe Ave	Pasadena	Los Angeles
63	467 N. Rosemead Blvd	Pasadena	Los Angeles
64	610 S. Arroyo Pkwy	Pasadena	Los Angeles
65	28901 S. Western Ave #243	Rancho Palos Verdes	Los Angeles
66	31176 Hawthorne Blvd	Rancho Palos Verdes	Los Angeles
67	1761 S. Elena Ave	Redondo Beach	Los Angeles
68	613 Mission St	S. Pasadena	Los Angeles
69	856 W. Arrow Hwy "C" Target Center	San Dimas	Los Angeles
70	26517 Bouquet Canyon Rd	Santa Clarita	Los Angeles
71	2300 Wilshire Blvd. #101	Santa Monica	Los Angeles
72	3212 Pico Blvd	Santa Monica	Los Angeles
73	14119 Riverside Dr	Sherman Oaks	Los Angeles
74	11976 Ventura Blvd	Studio City	Los Angeles
75	10130 Riverside Dr.	Toluca Lake	Los Angeles
76	19720 Hawthorne Blvd	Torrance	Los Angeles
77	2545 Pacific Coast Hwy	Torrance	Los Angeles
78	7310 Santa Monica Blvd.	W. Hollywood	Los Angeles
79	10850 National Blvd.	W. Los Angeles	Los Angeles
80	6751 Fallbrook Ave	West Hills	Los Angeles
81	8611 Santa Monica Blvd	West Hollywood	Los Angeles
82	3456 S. Sepulveda Blvd	West Los Angeles	Los Angeles
83	8645 S Sepulveda Blvd	Westchester	Los Angeles
84	3835 E. Thousand Oaks Blvd	Westlake Village	Los Angeles
85	15025 E. Whittier Blvd	Whittier	Los Angeles
86	21055 Ventura Blvd	Woodland Hills	Los Angeles
87	2052 Redwood Hwy	Greenbrae	Marin
88	7514 Redwood Blvd	Novato	Marin
89	337 Third St	San Rafael	Marin
90	570 Munras Ave Ste 20	Monterey	Monterey
91	1170 Forest Ave	Pacific Grove	Monterey
92	3654 Bel Air Plaza	Napa	Napa
93	26541 Aliso Creek Rd	Aliso Viejo	Orange
94	2500 E. Imperial Hwy Ste 177	Brea	Orange
95	640 W. 17th St.	Costa Mesa	Orange
96	16821 Algonquin St	Huntington Beach	Orange
97	18681-101 Main St	Huntington Beach	Orange
98	21431 Brookhurst St	Huntington Beach	Orange
99	14443 Culver Dr	Irvine	Orange
100	4225 Campus Dr	Irvine	Orange
101	6222 Irvine Blvd	Irvine	Orange
102	2101 W. Imperial Hwy., Suite A	La Habra	Orange

## Exhibit A - California Trader Joe's Facilities

	Address	City	County
103	32351 Street of the Golden Latern	Laguna Beach	Orange
104	24321 Avenida De La Carlota	Laguna Hills	Orange
105	24321 Avenida De La Carlota Suite 100	Laguna Hills	Orange
106	25410 Marguerite Parkway	Mission Viejo	Orange
107	8086 E. Coast Hwy	Newport Beach	Orange
108	2114 N. Tustin St.	Orange	Orange
109	30652 Santa Margarita Pkwy Ste 102	Rancho Santa Margarita	Orange
110	638 Camino Delosmares SP115-G	San Clemente	Orange
111	32151 Camino Capistrano	San Juan Capistrano	Orange
112	3329 S. Bristol St.	Santa Ana	Orange
113	12932 Newport Avenue	Tustin	Orange
114	1198 Irvine Blvd	Tustin	Orange
115	19655 Yorba Linda Blvd	Yorba Linda	Orange
116	1117 Roseville Sq	Roseville	Placer
117	67-720 East Palm Cyn	Cathedral City	Riverside
118	2790 Cabot Dr Ste 165	Corona	Riverside
119	46-400 Washington St	La Quinta	Riverside
120	44-250 Town Center Way Ste C6	Palm Desert	Riverside
121	6225 Riverside Plaza	Riverside	Riverside
122	40665 Winchester Rd Bldg B, Ste 4-6	Temecula	Riverside
123	9670 Bruceville Rd	Elk Grove	Sacramento
124	5309 Sunrise Blvd	Fair Oaks	Sacramento
125	850 E. Bidwell	Folsom	Sacramento
126	2625 Marconi Ave	Sacramento	Sacramento
127	5000 Folsom Blvd	Sacramento	Sacramento
128	13911 Peyton Drive	Chino Hills	San Bernardino
129	4681 Edison Ave	Chino Hills	San Bernardino
130	10288 Calabash avenue	Fontana	San Bernardino
131	6401 Haven Ave	Rancho Cucamonga	San Bernardino
132	552 Orange St Plaza	Redlands	San Bernardino
133	343 S. Lena Rd.	San Bernardino	San Bernardino
134	333 So. Mountain Avenue	Upland	San Bernardino
135	2629 Gateway Rd	Carlsbad	San Diego
136	878 Eastlake Pkwy Ste 810	Chula Vista	San Diego
137	115 N. El Camino Real, Ste A	Encinitas	San Diego
138	1885 S. Centre City Pkwy Unit A	Escondido	San Diego
139	8657 Villa Lajolla Dr Ste 210	La Jolla	San Diego
140	5495 Grossmont Center Dr	La Mesa	San Diego
141	2570 Vista Way	Oceanside	San Diego
142	2401 Truxtun Rd Ste 100	Point Loma	San Diego
143	1072 Camino Del Río North	San Diego	San Diego
144	1090 University Ste G100-107	San Diego	San Diego
145	11955 Carmel Mtn Rd. #702	San Diego	San Diego
146	13480 Highlands Place	San Diego	San Diego
147	1211 Garnet Ave	San Diego	San Diego
148	1640 Garnet Ave	San Diego	San Diego
149	5140 College Ave Ste 119	San Diego	San Diego
150	9850 Hibert St	San Diego	San Diego
151	10 Fourth St	San Francisco	San Francisco
152	1095 Hyde	San Francisco	San Francisco
153	265 Winston Dr	San Francisco	San Francisco

## Exhibit A - California Trader Joe's Facilities

	Address	City	County
154	3 Masonic Ave	San Francisco	San Francisco
155	401 Bay St	San Francisco	San Francisco
156	555 9th St	San Francisco	San Francisco
157	2121 Boeing Way	Stockton	San Joaquin
158	6535 Pacific Ave	Stockton	San Joaquin
159	955 Rancho Parkway	Arroyo Grande	San Luis Obispo
160	3977 Higuera St	San Luis Obispo	San Luis Obispo
161	1111 Rossi Rd	Templeton	San Luis Obispo
162	417 Westlake Center	Daly City	San Mateo
163	720 Menlo Ave	Menlo Park	San Mateo
164	765 Broadway	Millbrae	San Mateo
165	1482 El Camino Real	San Carlos	San Mateo
166	1820-22 S. Grant St	San Mateo	San Mateo
167	45 W. Hillsdale Blvd	San Mateo	San Mateo
168	301 McLellan Dr	South San Francisco	San Mateo
169	5767 Calle Real	Goleta	Santa Barbara
170	29 S. Milpas St	Santa Barbara	Santa Barbara
171	222 N. Milpas St.	Santa Barbara	Santa Barbara
172	3025 De La Vina	Santa Barbara	Santa Barbara
173	1303 S. Bradley Rd	Santa Maria	Santa Barbara
174	1875 Bascom Ave	Campbell	Santa Clara
175	2310 Homestead Rd	Los Altos	Santa Clara
176	15466 Los Gatos Blvd	Los Gatos	Santa Clara
177	17035 Laurel Rd	Morgan Hill	Santa Clara
178	590 Showers Dr	Mountain View	Santa Clara
179	855 El Camino Real Bldg 6 Ste 140	Palo Alto	Santa Clara
180	5269 Prospect	San Jose	Santa Clara
181	5353 Almaden Expressway #J-38	San Jose	Santa Clara
182	635 Coleman Ave	San Jose	Santa Clara
183	7250 Bollinger Rd.	San Jose	Santa Clara
184	727 Sunnyvale/Saratoga Rd.	Sunnyvale	Santa Clara
185	316 W. El Camino Real	Sunnyvale	Santa Clara
186	845 Browning St.	Redding	Shasta
187	1350 Gateway Blvd. Ste A1-A7	Fairfield	Solano
188	169 N. Mcdowell Blvd	Petaluma	Sonoma
189	2100 Santa Rosa Ave	Santa Rosa	Sonoma
190	3225 Cleveland Ave	Santa Rosa	Sonoma
191	3250 Dale Rd	Modesto	Stanislaus
192	363 Carmen Dr	Camarillo	Ventura
193	125 N. Reino Rd	Newbury Park	Ventura
194	2975-A Cochran St	Simi Valley	Ventura
195	451 Avenida De Los Arboles	Thousand Oaks	Ventura
196	103 S. Mills Rd., Ste 104	Ventura	Ventura
197	1795 S. Victoria Ave	Ventura	Ventura
198	885 Russell Blvd	Davis	Yolo

# Exhibit B

**EXHIBIT B**  
**Notices**

David J. Irely  
Assistant Chief Deputy District Attorney  
Consumer Fraud & Environmental Protection Division  
Yolo County District Attorney's Office  
301 Second St  
Woodland, CA 95695  
[david.irely@yolocounty.org](mailto:david.irely@yolocounty.org)

Elizabeth McClutchey  
Deputy District Attorney  
Environmental Protection  
San Diego County District Attorney's Office  
330 W. Broadway, Suite 700  
San Diego, CA 92101  
[betsy.mcclutchey@sdcca.org](mailto:betsy.mcclutchey@sdcca.org)

Diane Newman  
Deputy District Attorney  
Consumer & Environmental Crimes Unit  
Solano County District Attorney's Office  
675 Texas St, Suite 4500  
Fairfield, CA 94533  
[dmnewman@solanocounty.com](mailto:dmnewman@solanocounty.com)

# Exhibit C-1



**EXHIBIT C-1  
Prosecutor Penalties**

<b>AGENCY</b>	<b>Civil Penalties - Business and Professions §17200 Penalties</b>	<b>Civil Penalties - Health and Safety §25515.2 Penalties</b>	<b>Total of Civil Penalties Paid to Agency</b>
Alameda County District Attorney's Office	\$ 6,200.00		\$ 6,200.00
Butte County District Attorney's Office	\$ 1,000.00		\$ 1,000.00
Contra Costa County District Attorney's Office	\$ 5,500.00		\$ 5,500.00
Fresno County District Attorney's Office	\$ 1,400.00		\$ 1,400.00
Kern County District Attorney's Office	\$ 1,000.00		\$ 1,000.00
Los Angeles City Attorney's Office	\$ 9,700.00		\$ 9,700.00
Los Angeles County District Attorney's Office	\$ 21,630.00		\$ 21,630.00
Marin County District Attorney's Office	\$ 2,100.00		\$ 2,100.00
Monterey County District Attorney's Office	\$ 1,400.00		\$ 1,400.00
Napa County District Attorney's Office	\$ 1,000.00		\$ 1,000.00
Orange County District Attorney's Office	\$ 32,445.00		\$ 32,445.00
Placer County District Attorney's Office <sup>1</sup>	\$ 1,000.00		\$ 1,000.00
Riverside County District Attorney's Office <sup>2</sup>	\$ 4,100.00		\$ 4,100.00
Sacramento County District Attorney's Office <sup>3</sup>	\$ 3,500.00		\$ 3,500.00
San Bernardino County District Attorney's Office	\$ 5,800.00		\$ 5,800.00
San Diego County District Attorney's Office	\$ 48,668.00		\$ 48,668.00
San Diego City Attorney's Office	\$ 4,800.00		\$ 4,800.00
San Francisco County District Attorney's Office	\$ 34,945.00		\$ 34,945.00
San Joaquin County District Attorney's Office <sup>4</sup>	\$ 32,635.00	\$ 13,125.00	\$ 45,760.00
San Luis Obispo County District Attorney's Office	\$ 2,100.00		\$ 2,100.00
San Mateo County District Attorney's Office	\$ 4,800.00		\$ 4,800.00
Santa Barbara County District Attorney's Office	\$ 2,800.00		\$ 2,800.00
Santa Clara County District Attorney's Office	\$ 7,600.00		\$ 7,600.00
Shasta County District Attorney's Office	\$ 1,000.00		\$ 1,000.00
Solano County District Attorney's Office <sup>5</sup>	\$ 30,135.00	\$ 13,125.00	\$ 43,260.00
Sonoma County District Attorney's Office	\$ 2,100.00		\$ 2,100.00
Stanislaus County District Attorney's Office	\$ 1,000.00		\$ 1,000.00
Ventura County District Attorney's Office	\$ 4,100.00		\$ 4,100.00
Yolo County District Attorney's Office	\$ 40,542.00	\$ 13,125.00	\$ 53,667.00
<b>Total Agency Penalties</b>	<b>\$ 315,000.00</b>	<b>\$ 39,375.00</b>	<b>\$ 354,375.00</b>

<sup>1</sup> PLACER: The money paid to the Placer County 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.

## EXHIBIT C-1 Prosecutor Penalties

<sup>2</sup> RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$4,100.00 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.

<sup>3</sup> 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.

<sup>4</sup> SAN JOAQUIN: Business and Professions Code § 17200 Penalties shall be paid to the "Treasurer of San Joaquin County". Penalties allocated to Health and Safety Code § 25500 shall be paid to the "San Joaquin Co. District Attorney's Office".

<sup>5</sup> SOLANO: Court further orders that these proceeds are designated as non-supplanting funds to be used by the Solano County District Attorney's Office only for the investigation and prosecution of environmental protection cases including, without limitation, those cases that can potentially be brought as unfair competition actions pursuant to B&P Code Section 17200 et seq.

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

# Exhibit C-2

**EXHIBIT C-2  
CUPA Penalties**

Agency	Total of Civil Penalties Paid to Agency - Health and Safety Code §25515.2
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	\$ 254.00
Alameda Co. - Livermore/Pleasanton Fire Dept., Haz Mat Unit <sup>1</sup> (see below) <sup>1</sup>	\$ 509.00
Alameda Co. -Environmental Health Services	\$ 1,526.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 2,035.00
Fresno - Fresno Co. Community Health Dept.	\$ 509.00
Kern - Bakersfield City Fire Department	\$ 254.00
Los Angeles Co. - Fire Health Hazmat	\$ 2,754.00
Los Angeles Co. - Long Beach Environmental Health	\$ 509.00
Los Angeles Co. - Santa Monica Fire Dept.	\$ 254.00
Marin Co. - Dept. of Public Works, Waste Mngt. Div.	\$ 763.00
Monterey Co. - Environmental Health Division	\$ 509.00
Napa Co. - Dept. of Env. Mngt.	\$ 254.00
Orange Co. - Environmental Health <sup>2</sup>	\$ 2,500.00
Placer Co. - Roseville City Fire Dept.	\$ 254.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 1,526.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 1,272.00
San Bernardino Co. - Fire Haz Mat	\$ 1,017.00
San Diego Co. - Dept. of Environmental Health	\$ 5,510.00
San Francisco Co. - City & County Public Health Dept.	\$ 1,526.00
San Joaquin Co. - Environmental Health Department	\$ 3,264.00
San Luis Obispo Co. - Environmental Health Services	\$ 763.00
San Mateo Co. - Environmental Health Division	\$ 1,781.00
Santa Barbara Co. - Environmental Health Services	\$ 1,017.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 2,500.00
Shasta Co. - Environmental Health Divison	\$ 254.00
Solano Co. - Environmental Health Services	\$ 254.00
Sonoma Co. - Petaluma City Fire Department	\$ 254.00
Sonoma Co. - Santa Rosa City Fire	\$ 509.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 254.00
Ventura Co. - Environmental Health Division	\$ 1,526.00
Yolo Co. - Environmental Health	\$ 3,264.00
<b>Total Agency Civil Penalties</b>	<b>\$ 39,375.00</b>

<sup>1</sup>ALAMEDA: The agency requested that the check be made payable to the "Hazardous Materials Program Training and Resource Trust Account".

**EXHIBIT C-2  
CUPA Penalties**

<sup>2</sup> ORANGE: \$2,500.00 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 County of Orange/Auditor-Controller.

# Exhibit D

**Exhibit D**  
**Supplemental Environmental Projects**

**1. Craig Thompson Environmental Protection Prosecution Fund.**

TRADER JOE'S COMPANY, ET AL shall provide the amount of Sixteen Thousand and Two Hundred and Fifty Dollars (\$16,250.00) 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. CTEPP Fund.**

TRADER JOE'S COMPANY, ET AL. shall provide the amount of Twenty Thousand Dollars (\$20,000.00) payable to the Craig Thompson Environmental Protection Prosecution Fund for the restricted purpose of providing environmental enforcement training for California environmental enforcement personnel. Such training shall take place, to the extent reasonably possible, within five (5) years following Entry of the Final Judgment.<sup>1</sup>

**3. California Certified Unified Program Agency Forum Projects.**

TRADER JOE'S COMPANY, ET AL. shall provide the amount of Twenty Thousand Dollars (\$20,000.00) 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.<sup>2</sup>

---

<sup>12</sup> If payment is accepted, agency accepting payment shall provide annual letter reports, starting on January 1, 2021 (and on the first of January for each following year) until the exhaustion of the funds, describing the specific use of the funds and, where applicable, the type of training provided. The reports shall be submitted to the Plaintiff's representatives identified in Exhibit B of this Final Judgment. In the event that an agency identified above chooses not to accept this payment pursuant to the Final Judgment, Plaintiff shall request, by noticed motion, an alternate disposition of such payment.

# Exhibit E-1



**EXHIBIT E-1  
Prosecutor Costs**

<b>Counties</b>	<b>Total Prosecutor Costs</b>
Alameda Co. District Attorney's Office	\$959.00
Butte County District Attorney's Office	\$640.00
Contra Costa Co. District Attorney's Office	\$640.00
Fresno Co. District Attorney's Office	\$640.00
Kern Co. District Attorney's Office	\$640.00
Los Angeles City Attorney's Office	\$959.00
Los Angeles Co. District Attorney's Office	\$5,756.00
Marin Co. District Attorney's Office	\$2,238.00
Monterey Co. District Attorney's Office	\$640.00
Napa Co. District Attorney's Office	\$640.00
Orange Co. District Attorney's Office	\$2,558.00
Placer Co. District Attorney's Office <sup>1</sup>	\$640.00
Riverside Co. District Attorney's Office <sup>2</sup>	\$3,639.00
Sacramento Co. District Attorney's Office <sup>3</sup>	\$640.00
San Bernardino Co. District Attorney's Office	\$1,919.00
San Diego Co. District Attorney's Office	\$14,737.00
San Diego City Attorney's Office	\$640.00
San Francisco Co. District Attorney's Office	\$6,401.00
San Joaquin Co. District Attorney's Office	\$24,589.00
San Luis Obispo Co. District Attorney's Office	\$640.00
San Mateo Co. District Attorney's Office	\$640.00
Santa Barbara Co. District Attorney's Office	\$640.00
Santa Clara Co. District Attorney's Office	\$640.00
Shasta Co. District Attorney's Office	\$640.00
Solano Co. District Attorney's Office	\$16,067.00
Sonoma Co. District Attorney's Office	\$640.00
Stanislaus Co. District Attorney's Office	\$640.00
Ventura Co. District Attorney's Office	\$640.00
Yolo Co. District Attorney's Office <sup>4</sup>	\$45,203.00
<b>Total - Prosecutor Costs</b>	<b>\$135,905.00</b>

<sup>1</sup> PLACER: The money paid to the Placer County 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.

<sup>2</sup> RIVERSIDE Costs: "Defendant" shall pay \$3,639.00 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.

## EXHIBIT E-1 Prosecutor Costs

<sup>3</sup> SACRAMENTO: The money paid to the Sacramento District Attorney as 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.

<sup>4</sup> YOLO: This money shall be paid in two separate checks: (1) on check addressed to the Yolo County District Attorney's Office in the amount of \$20,203.00, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$25,000.00.

# Exhibit E-2

**EXHIBIT E-2  
CUPA Costs**

Agency	Total Cost Amount to Agency
Orange Co. - Environmental Health <sup>1</sup>	\$ 340.00
San Bernardino Co. - Fire Haz Mat	\$ 680.00
San Diego Co. - Dept. of Environmental Health	\$ 3,570.00
San Francisco Co. - City & County Public Health Dept.	\$ 340.00
San Joaquin Co. - Environmental Health Department	\$ 3,400.00
Yolo Co. - Environmental Health	\$ 765.00
<b>Total Agency Costs</b>	<b>\$ 9,095.00</b>

<sup>1</sup> ORANGE: \$340.00 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 County of Orange/Auditor-Controller.