

10-5-18  
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Filed JUL 12 2018  
ROSA JUNQUEIRO, CLERK  
By ROCIO PIMENTEL  
DEPUTY

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

8 SUPERIOR COURT OF CALIFORNIA  
9 COUNTY OF SAN JOAQUIN

10 THE PEOPLE OF THE STATE OF CALIFORNIA, ) Case No. STK-CV-UBT-2018-8224  
11 ) Plaintiff, ) STIPULATION FOR ENTRY OF FINAL  
12 ) v. ) JUDGMENT AND PERMANENT  
13 ) ) INUNCTION  
14 ) *Exempt from fees per Gov. Code, § 6103*  
15 SMART & FINAL STORES LLC, a California )  
16 limited liability company; and )  
17 CASH & CARRY STORES LLC, an Oregon limited )  
liability company, )  
Defendants. )

18 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, generally appearing through its  
19 attorneys, Nancy E. O'Malley, District Attorney of Alameda County; Michael L. Ramsey, District  
20 Attorney of Butte County; Diana Becton, District Attorney of Contra Costa County; Vern Pierson,  
21 District Attorney of El Dorado County; Lisa A. Smittcamp, District Attorney of Fresno County;  
22 Maggie Fleming, District Attorney of Humboldt County; Gilbert G. Otero, District Attorney of  
23 Imperial County; Thomas L. Hardy, District Attorney of Inyo County; Lisa S. Green, District  
24 Attorney of Kern County; Keith L. Fagundes, District Attorney of Kings County; Michael N. Feuer,  
25 City Attorney of Los Angeles City; Jackie Lacey, District Attorney of Los Angeles County; Edward  
26 S. Berberian, Jr., District Attorney of Marin County; Larry D. Morse II, District Attorney of Merced  
27 County; Dean D. Flippo, District Attorney of Monterey County; Tony Rackauckas, District Attorney  
28 of Orange County; R. Scott Owens, District Attorney of Placer County; Michael A. Hestrin, District

1 Attorney of Riverside County; Anne Marie Schubert, District Attorney of Sacramento County;  
2 Michael A. Ramos, District Attorney of San Bernardino County; Mara W. Elliott, City Attorney of  
3 San Diego City; Summer Stephan, District Attorney of San Diego County; George Gascón, District  
4 Attorney of San Francisco County; Tori Verber Salazar, District Attorney of San Joaquin County;  
5 Dan Dow, District Attorney of San Luis Obispo County; Stephen M. Wagstaffe, District Attorney of  
6 San Mateo County; Joyce Dudley, District Attorney of Santa Barbara County; Jeffrey F. Rosen,  
7 District Attorney of Santa Clara County; Stephanie A. Bridgett, District Attorney of Shasta County;  
8 Krishna A. Abrams, District Attorney of Solano County; Jill Ravitch, District Attorney of Sonoma  
9 County; Birgit A. Fladager, District Attorney of Stanislaus County; Amanda L. Hopper, District  
10 Attorney of Sutter County; Tim Ward, District Attorney of Tulare County; Gregory D. Totten,  
11 District Attorney of Ventura County; and Jeff W. Reisig, District Attorney of Yolo County  
12 (collectively, “the People”); and Defendants SMART & FINAL STORES LLC, and CASH &  
13 CARRY STORES LLC, generally appearing through their attorneys, Munger, Tolles & Olson, LLP,  
14 by Patrick J. Cafferty, Jr., hereby stipulate and agree to this Final Judgment and Permanent  
15 Injunction and the following Final Judgment may be entered by the Court in the above entitled  
16 matter.

17 NOW THEREFORE, the People and Defendants (collectively, the “Parties”) having  
18 requested that this Court enter this Final Judgment, and the Court having considered the Final  
19 Judgment reached between the Parties, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
20 as follows:

21 **1. JURISDICTION**

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

24 **2. SETTLEMENT OF DISPUTED CLAIMS**

25 This Final Judgment is neither an admission nor denial by any Defendant regarding any issue  
26 of law or fact in the above-captioned matter or any violation of law. All Parties have agreed that this  
27 Final Judgment and Permanent Injunction is a fair and reasonable resolution of the matters alleged in  
28 the Complaint, and that this Judgment is in the best interest of the public. All Parties have stipulated

1 and consented to the entry of this Final Judgment and Permanent Injunction prior to the taking of any  
2 proof and without trial or adjudication of any fact or law herein. The Parties hereby also waive their  
3 right to appeal.

### 4 **3. DEFINITIONS**

5 Except where otherwise expressly defined in this Final Judgment, all terms shall be  
6 interpreted consistent with Health and Safety Code section 25100 *et seq.* (Hazardous Waste Control  
7 Law), section 25500 *et seq.* (Hazardous Materials Release Response Plans and Inventory Law),  
8 section 117600 *et seq.*, (Medical Waste Management Act), and the regulations promulgated under  
9 these sections.

10 “Certified Unified Program Agency” or “CUPA” is defined in Health and Safety Code  
11 sections 25123.7(b) and 25404(a), and means the agency that, pursuant to Chapter 6.11 of Division  
12 20 of the Health and Safety Code, and Title 27 of the California Code of Regulations, is certified by  
13 the California Environmental Protection Agency with the jurisdictional responsibility and authority  
14 to implement and enforce certain state environmental program requirements specified in Health and  
15 Safety Code section 25404(c)(1).

16 “Facilities” means the stores, including distribution centers, that Defendants currently own or  
17 operate in California, and all other stores that Defendants own or operate in California subsequent to  
18 the effective date of this Final Judgment. Exhibit A-1 lists the stores and distribution centers that  
19 SMART & FINAL STORES LLC, currently owns or operates, and formerly owned or operated, in  
20 California. Exhibit A-2 lists the stores that CASH & CARRY STORES LLC, currently owns or  
21 operates, and formerly owned or operated, in California.

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

### 24 **4. INJUNCTIVE RELIEF**

#### 25 **4.1. Applicability**

26 The provisions of this Injunction are applicable to Defendants, including their successors and  
27 assigns, and to Defendants’ Facilities. Notwithstanding any other provision in this Final Judgment,  
28 nothing in this Final Judgment shall extend to Defendants’ facilities outside the State of California.

1           **4.2. General Injunctive Provision**

2           Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8,  
3 118325, and Business and Professions Code section 17203, Defendants are permanently enjoined  
4 from violating Chapters 6.5 and 6.95 of Division 20 and section 117600 *et seq.* of the Health and  
5 Safety Code and the regulations promulgated under these chapters.

6           **4.3. Specific Injunctive Provisions**

7           Pursuant to Health and Safety Code sections 25181, 25515.6, 25515.8, 118325, and Business  
8 and Professions Code section 17203, Defendants are enjoined, restrained, and prohibited from doing  
9 any of the following:

10           4.3.a. Disposing, or causing the disposal, of hazardous waste at a point not authorized by  
11 law, in violation of Health and Safety Code sections 25189 and 25189.2;

12           4.3.b. Transporting, or causing to be transported, any hazardous waste to an unauthorized  
13 location in California, in violation of Health and Safety Code section 25189.5;

14           4.3.c. Transporting, transferring custody of, or causing to be transported in California any  
15 hazardous waste unless the transporter is registered to transport hazardous waste, as required by  
16 Health and Safety Code section 25163;

17           4.3.d. Failing to determine if a waste generated at the Facilities is a hazardous waste, as  
18 required by California Code of Regulations, title 22, sections 66262.11 and 66260.200(c);

19           4.3.e. Failing, refusing, or neglecting to handle hazardous waste in accordance with the  
20 requirements of Chapter 6.5 and its implementing regulations in California Code of Regulations, title  
21 22;

22           4.3.f. Failing to properly manage, identify the date of accumulation, and label containers of  
23 hazardous waste at the Facilities, as required under California Code of Regulations, title 22, section  
24 66262.34;

25           4.3.g. Failing to lawfully and timely dispose of all accumulated hazardous waste at each  
26 Facility, as required by California Code of Regulations, title 22, section 66262.34;

27           4.3.h. Unlawfully storing, handling, and accumulating hazardous waste, in violation of  
28 Health and Safety Code section 25123.3 and California Code of Regulations, title 22, sections

1 66262.34 and 66265.173;

2 4.3.i. Failing to conduct inspections of hazardous waste storage areas at each Facility, as  
3 required by California Code of Regulations, title 22, sections 66262.34 and 66265.174;

4 4.3.j. Failing to timely cause to be prepared and filed with the Department of Toxic  
5 Substances Control (“DTSC”) a hazardous waste manifest for all hazardous waste that is transported,  
6 or submitted for transportation, for offsite handling, treatment, storage, disposal, or any combination  
7 thereof, from any Facility, as required by Health and Safety Code section 25160(b)(3) and California  
8 Code of Regulations, title 22, section 66262.23;

9 4.3.k. Failing to contact the owner or operator of a designated facility that was to receive  
10 hazardous waste from Defendants to determine the status of the hazardous waste, in the event  
11 Defendants have not received a copy of the manifest signed by all transporters and the facility  
12 operator within thirty-five (35) days of the date the waste was accepted by the initial transporter, as  
13 required by Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22,  
14 section 66262.42;

15 4.3.l. Failing to timely notify the DTSC by filing an exception report concerning a  
16 treatment, storage, or disposal facility’s failure to return any executed manifest, as required by Health  
17 and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section 66262.42;

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

20 4.3.n. Unlawfully failing to segregate incompatible hazardous-waste items, as required by  
21 California Code of Regulations, title 22, section 66265.177;

22 4.3.o. Failing to comply with employee training obligations pertaining to the handling of  
23 hazardous waste at the Facilities, as required by California Code of Regulations, title 22, section  
24 66265.16;

25 4.3.p. Failing to properly manage, mark, and store universal waste at each Facility in  
26 compliance with the standards for universal waste management found in California Code of  
27 Regulations, title 22, sections 66273.33 through 66273.36; or in the alternative, failing to manage  
28 such waste as hazardous waste as required by Chapter 6.5 and its implementing regulations in

1 California Code of Regulations, title 22, including, but not limited to, section 66262.34;

2 4.3.q. Failing to keep a record of each shipment of universal waste sent from any Facility, as  
3 required by California Code of Regulations, title 22, section 66273.39; or in the alternative, failing to  
4 manage such waste as hazardous waste as required by Chapter 6.5 and its implementing regulations  
5 in California Code of Regulations, title 22, including, but not limited to, section 66262.34;

6 4.3.r. Failing to handle returned or discarded non-empty aerosol cans at the Facilities as  
7 universal waste or hazardous waste, in violation of California Code of Regulations, title 22, section  
8 66273.1 *et seq.*;

9 4.3.s. Failing to implement, maintain, or submit to the responsible CUPA, a complete  
10 hazardous materials business plan for each of the Facilities, in violation of Health and Safety Code  
11 sections 25505, 25507, and 25508, and California Code of Regulations, title 19, section 2650;

12 4.3.t. Failing to implement and maintain a business-emergency plan for emergency response  
13 to a release or threatened release of hazardous materials, in violation of Health and Safety Code  
14 sections 25505 and 25507;

15 4.3.u. Failing to implement, maintain, and comply with an employee-training program on  
16 hazardous materials meeting the requirements of Health and Safety Code section 25505(a)(4), and  
17 California Code of Regulations, title 19, section 2659;

18 4.3.v. Failing to immediately report any release or threatened release of a reportable quantity  
19 of any hazardous material from any Facility into the environment, as required by Health and Safety  
20 Code section 25510; and

21 4.3.w. Failing to properly, manage, mark, store, and dispose of damaged and expired  
22 medications, in violation of Health and Safety Code sections 117600-118360 and the regulations  
23 promulgated thereunder.

24 **4.4. Compliance Assurance Program**

25 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, and  
26 25515.8, and Business and Professions Code section 17203, Defendants shall implement the  
27 following compliance assurance programs to augment the injunctive provisions of this Final  
28 Judgment:

1           4.4.a. Training. Defendants shall train each employee employed at any of their Facilities  
2 on each subparagraph of Paragraph 4.3 of this Final Judgment, and maintain proof of the training  
3 required by California Code of Regulations, title 22, section 66265.16, Health and Safety Code  
4 section 25505(a)(4), and California Code of Regulations, title 19, section 2659, for each employee  
5 employed at any of their Facilities as follows:

6           4.4.a.1. For each training conducted to ensure compliance with Chapters 6.5 and  
7 6.95 of Division 20 of the Health and Safety Code, Defendants shall maintain  
8 documentation identifying the person providing the training, the location where the  
9 training was conducted, the names of each employee attending the training, the  
10 employee identification number for each employee attending the training, the date of  
11 the training, and the employee's signature acknowledging attendance at the training.  
12 This documentation is referred to here as the "Training Roster."

13           4.4.a.2. Defendants shall maintain a copy of the Training Roster evidencing each  
14 employee's training at each facility where the employee provides any labor or  
15 services. Defendants shall, at each Facility, maintain a copy of that Facility's  
16 Training Roster for a period of five (5) years from the date the training was  
17 conducted, regardless of the duration of the employee's employment. Such records  
18 may be maintained electronically. In the event that such records are not available  
19 during a governmental inspection, Defendants shall provide such records to the  
20 inspector within ten (10) calendar days after receiving a written request for those  
21 records.

22           4.4.a.3. Defendants shall review the training records on a semi-annual basis to  
23 ensure each employee at the facility has received the training required under  
24 California Code of Regulations, title 22, section 66265.16, Health and Safety Code  
25 section 25505(a)(4), and California Code of Regulations, title 19, section 2659, and  
26 to ensure that less than one (1) year has elapsed since the employee last received the  
27 required training.

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1 4.4.a.4. Defendants shall not permit an employee to provide labor or services  
2 relating to the storage or disposal of hazardous waste if the employee has not  
3 received the required training, or more than one year has elapsed since the employee  
4 was last trained, as required by California Code of Regulations, title 22, section  
5 66265.16, Health and Safety Code section 25505(a)(4), and California Code of  
6 Regulations, title 19, section 2659.

7 4.4.a.5. Defendants shall promptly make available upon request by any CUPA  
8 Inspector, peace officer, agent of the Department of Justice, California  
9 Environmental Protection Agency, the DTSC, or District Attorney all Training  
10 Rosters and training records for each facility. In the event that such records are not  
11 available during a governmental inspection, Defendants shall provide such records  
12 to the requesting body within ten (10) calendar days after receiving a written request  
13 for those records.

14 4.4.b. Implementation of Handheld Scanning System. For a period of five (5) years after  
15 the Effective Date of this Final Judgment, Defendants shall use handheld scanners with enhanced  
16 software that utilizes the UL WERCS database to provide real time guidance to retail store  
17 employees regarding the waste classification for items being disposed.

18 4.4.c. Compliance Employee. Defendants collectively shall employ at least one (1) full-  
19 time employee, or equivalent, responsible for ensuring environmental compliance at the Facilities  
20 (“Employee”) for a period of five (5) years after the effective date of this Final Judgment. The  
21 Employee shall be familiar with the requirements of this Final Judgment. The Employee’s  
22 responsibilities shall include, among other things, the duty to review the Facilities’ training records  
23 – including Training Rosters and training materials – on a quarterly basis to ensure that each  
24 employee at each Facility has received the training required under this Final Judgment. The  
25 Employee may have other responsibilities, including, for example, environmental, health,  
26 regulatory, and safety matters not related to hazardous waste.

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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  
5 collectively pay FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) as civil penalties  
6 pursuant to Health and Safety Code sections 25189 and 25515 and Business and Professions Code  
7 section 17206, in accordance with the terms of Exhibits B-1 and B-2.

8 **5.2. Supplemental Environmental Projects**

9 Within sixty (60) business days after entry of this Final Judgment, Defendants shall  
10 collectively pay ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for supplemental  
11 environmental projects identified in, and in accordance with the terms of, Exhibit C.

12 **5.3. Beyond Compliance Projects**

13 After entry of this Final Judgment, Defendants shall collectively pay SEVENTY-FIVE  
14 THOUSAND DOLLARS (\$75,000.00) for beyond compliance projects identified in, and in  
15 accordance with the terms of, Exhibit D.

16 **5.4. Reimbursement of Costs of Investigation and Enforcement**

17 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall  
18 collectively pay TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for  
19 reimbursement of attorney's fees, costs of investigation, and other costs of enforcement, to the  
20 entities identified in, and in accordance with the terms of, Exhibits E-1 and E-2.

21 **5.5. Payments and Expenditures**

22 The payment of all civil penalties, reimbursement of cost payments, and other expenditures  
23 set forth in Paragraphs 5.1, 5.2, and 5.4, above, shall be made by checks and delivered to the District  
24 Attorney's Office for the County of San Joaquin, Attention: Celeste Kaisch, for distribution pursuant  
25 to the terms of this Final Judgment.

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

27 6.1. This Final Judgment is a final and binding resolution and settlement of all violations  
28 and causes of action arising from the facts set forth in the Complaint as to Defendants' facilities

1 listed in Exhibits A-1 and A-2 and as to Defendants, their successors and assigns, and their officers  
2 and employees, and shall be known as “Covered Matters.” Any claim, violation, or cause of action  
3 that is not a Covered Matter is a “Reserved Claim.” Reserved Claims include, without limitation,  
4 any unknown violation, any violation that occurs after the filing of this Final Judgment, and any  
5 claim, violation, or cause of action against Defendants’ independent contractors or subcontractors.

6 6.2. Reserved Claims also include any claims or causes of action against Defendants for  
7 performance of cleanup, corrective actions, or responsive actions for any actual past or future  
8 releases or spills into the environment, or disposals at a point not authorized by law of hazardous  
9 waste or hazardous substances that were caused or contributed to by Defendants at or from any of  
10 Defendants’ Facilities.

11 6.3. In any subsequent action that may be brought by the People based on any Reserved  
12 Claim, Defendants cannot assert that failing to pursue any Reserved Claim as part of this action  
13 constitutes claim-splitting.

14 6.4. Any claims by Defendants, civil or administrative, against the People or against any  
15 agency of the State of California, or any county or city in the State of California, or any CUPA,  
16 Participating Agency or local agency (collectively, “Agencies”), or against any of their officers,  
17 employees, representatives, agents, or attorneys, arising out of or related to any Covered Matter and  
18 that exists as of the date of filing this Final Judgment are hereby merged into and extinguished by  
19 this Final Judgment; provided, however, that if any Agencies initiate claims against Defendants,  
20 Defendants retain any and all rights and defenses 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.

3 **9. INTERPRETATION**

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

7 **10. INTEGRATION**

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

13 **11. FUTURE REGULATORY CHANGES**

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

20 **12. TERMINATION OF COMPLIANCE PROGRAM**

21 Defendants' obligations to engage in a compliance program pursuant to Paragraph 4.4 of this  
22 Final Judgment shall terminate five (5) years after the Effective Date of this Final Judgment.

23 **13. NOTICE**

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

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1 **14. CONTINUING JURISDICTION**

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

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

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

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

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

12 **17. COUNTERPART SIGNATURES**

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

16 **18. INCORPORATION OF EXHIBITS**

17 Exhibits “A-1” through “F” are incorporated herein by reference.

18 **19. MODIFICATION**

19 The injunctive provisions of this Final Judgment may be modified only on noticed motion by  
20 one of the Parties with approval of the Court, or upon written consent by all of the Parties with  
21 approval of the Court.

22 **20. TERMINATION OF PERMANENT INJUNCTION**

23 At any time after this Final Judgment has been in effect for at least five (5) years, Defendants  
24 may file a properly noticed motion to dissolve the injunctive provisions, pursuant to Code of Civil  
25 Procedure section 533. Any motion to terminate all or some of the injunctive portions of this Final  
26 Judgment shall state the basis for termination and explain the reasons and rationale as to why the  
27 injunction is no longer necessary. Each party may present evidence establishing compliance and/or  
28 noncompliance with the injunctive portions of the Final Judgment. The moving party shall bear the

1 burden of establishing that the injunctive provision(s) in question are no longer necessary to assure  
2 compliance with California law. The termination of any injunctive provisions of this Final Judgment  
3 shall have no effect on Defendants' obligation to comply with the requirements imposed by  
4 applicable statute, regulation, ordinance, or law.

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

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

8 **IT IS SO STIPULATED.**

9 FOR THE PEOPLE:

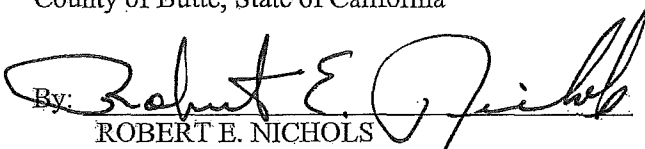
10 NANCY E. O'MALLEY, District Attorney  
11 County of Alameda, State of California

12 DATED: 6-2-18

13 By:   
14 KENNETH A. MIFSUD  
Assistant District Attorney

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

17 DATED: 6/19/18

18 By:   
19 ROBERT E. NICHOLS  
Deputy District Attorney

20 DIANA BECTON, District Attorney  
21 County of Contra Costa, State of California

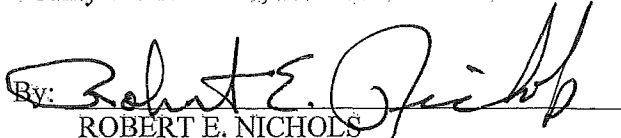
22 DATED: 6/4/18

23 By:   
24 STACEY GRASSINI  
25 Deputy District Attorney  
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VERN PIERSON, District Attorney  
County of El Dorado, State of California

DATED: 6/19/18

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

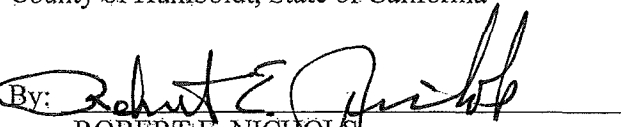
LISA A. SMITTCAMP, District Attorney  
County of Fresno, State of California

DATED: 6/04/2018

By:   
SABRINA D. ASHJIAN  
Deputy District Attorney

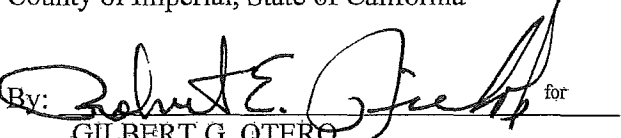
MAGGIE FLEMING, District Attorney  
County of Humboldt, State of California

DATED: 6/19/18

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

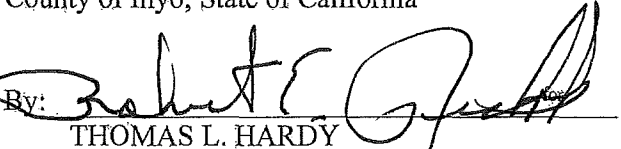
GILBERT G. OTERO, District Attorney  
County of Imperial, State of California

DATED: 6/19/18

By:  for  
GILBERT G. OTERO  
District Attorney

THOMAS L. HARDY, District Attorney  
County of Inyo, State of California

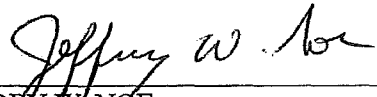
DATED: 6/19/18

By:  for  
THOMAS L. HARDY  
District Attorney

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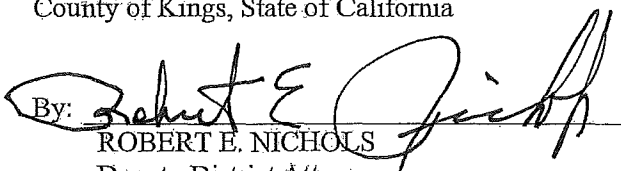
LISA S. GREEN, District Attorney  
County of Kern, State of California

DATED: 6/4/18

By:   
JEFFREY W. NOE  
Deputy District Attorney

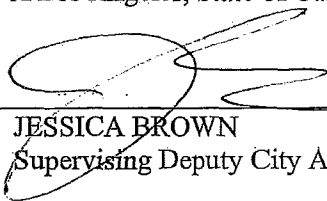
KEITH L. FAGUNDES, District Attorney  
County of Kings, State of California

DATED: 6/19/18

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

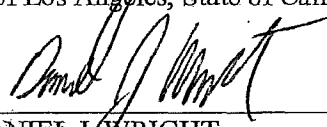
MICHAEL N. FEUER, City Attorney  
City of Los Angeles, State of California

DATED: 6/4/18

By:   
JESSICA BROWN  
Supervising Deputy City Attorney

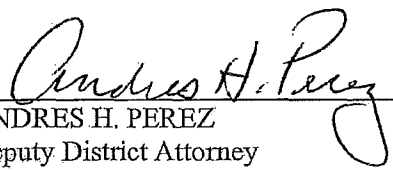
JACKIE LACEY, District Attorney  
County of Los Angeles, State of California

DATED: 6/4/18

By:   
DANIEL J. WRIGHT  
Deputy District Attorney

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

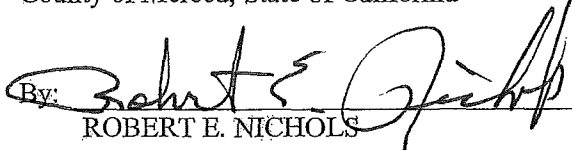
DATED: 6/4/18

By:   
ANDRES H. PEREZ  
Deputy District Attorney

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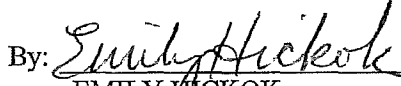
LARRY D. MORSE II, District Attorney  
County of Merced, State of California

DATED: 6/14/18

By:   
ROBERT E. NICHOLS  
Deputy District Attorney


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

DATED: 6/4/18

By:   
EMILY HICKOK  
Deputy District Attorney


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

DATED: 6/4/18

By:   
WILLIAM G. FALLON  
Deputy District Attorney


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

DATED: 6/4/18

By:   
JANE CRUE  
Senior Deputy District Attorney

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

DATED: 6/4/2018

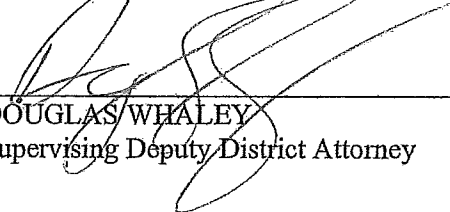
By:   
LAUREN R. MARTINEAU  
Deputy District Attorney



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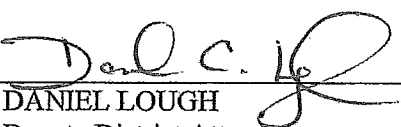
ANNE MARIE SCHUBERT, District Attorney  
County of Sacramento, State of California

DATED: 6/12/18

By:   
DOUGLAS WHALEY  
Supervising Deputy District Attorney

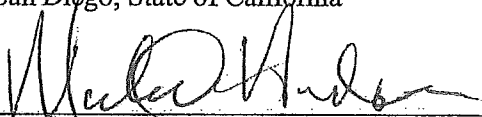
MICHAEL A. RAMOS, District Attorney  
County of San Bernardino, State of California

DATED: 6/4/18

By:   
DANIEL LOUGH  
Deputy District Attorney

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

DATED: 6.4.18

By:   
MICHAEL R. HUDSON  
Deputy City Attorney

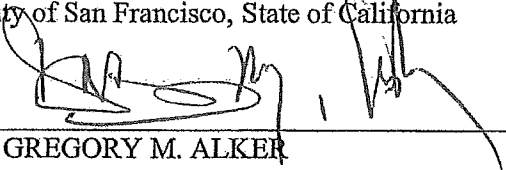
SUMMER STEPHAN, District Attorney  
County of San Diego, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ELIZABETH MCCLUTCHEY  
Deputy District Attorney

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

DATED: 6-9-18

By:   
GREGORY M. ALKER  
Assistant District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DOUGLAS WHALEY  
Supervising Deputy District Attorney

MICHAEL A. RAMOS, District Attorney  
County of San Bernardino, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL LOUGH  
Deputy District Attorney


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: 6/1/18

By:   
ELIZABETH MCCLUTCHEY  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
GREGORY M. ALKER  
Assistant District Attorney

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TORI VERBER SALAZAR, District Attorney  
County of San Joaquin, State of California

DATED: 7/2/18

By:   
CELESTE KAISCH  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ERIC J. DOBROTH  
Assistant District Attorney

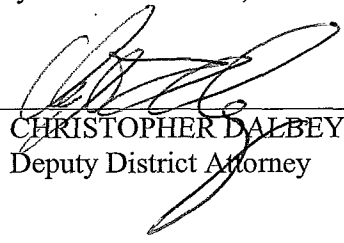
STEPHEN M. WAGSTAFFE, District Attorney  
County of San Mateo, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN E. WILSON  
Deputy District Attorney In Charge

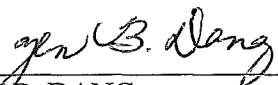
JOYCE E. DUDLEY, District Attorney  
County of Santa Barbara, State of California

DATED: 6/4/2018

By:   
CHRISTOPHER DALBEY  
Deputy District Attorney

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

DATED: 6/4/18

By:   
YEN B. DANG  
Supervising Deputy District Attorney

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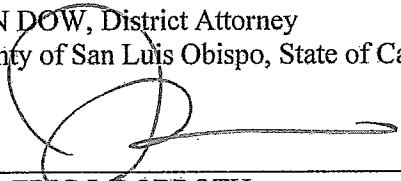
TORI VERBER SALAZAR, District Attorney  
County of San Joaquin, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
CELESTE KAISCH  
Deputy District Attorney

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

DATED: Ce/19/18

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

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County of Santa Clara, State of California

DATED: \_\_\_\_\_

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YEN B. DANG  
Supervising Deputy District Attorney

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TORI VERBER SALAZAR, District Attorney  
County of San Joaquin, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
CELESTE KAISCH  
Deputy District Attorney

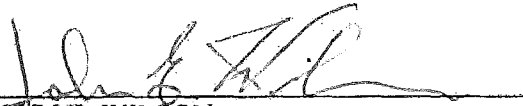
DAN DOW, District Attorney  
County of San Luis Obispo, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ERIC J. DOBROTH  
Assistant District Attorney

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

DATED: 6/1/18

By:   
JOHN E. WILSON  
Deputy District Attorney In Charge

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
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County of Santa Clara, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
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Supervising Deputy District Attorney

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STEPHANIE A. BRIDGETT, District Attorney  
County of Shasta, State of California

DATED: 06/11/2018

By:   
ANAND B. JESRANI  
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney  
County of Solano, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DIANE M. NEWMAN  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MATTHEW CHEEVER  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
RICHARD B. MURY, III  
Deputy District Attorney

AMANDA L. HOPPER, District Attorney  
County of Sutter, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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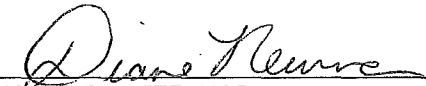
STEPHANIE A. BRIDGETT, District Attorney  
County of Shasta, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANAND B. JESRANI  
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney  
County of Solano, State of California

DATED: 6/4/2018

By:   
DIANE M. NEWMAN  
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JILL R. RAVITCH, District Attorney  
County of Sonoma, State of California

DATED: 6/4/2018

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

DATED: 6-4-18

By:   
RICHARD B. MURY, III  
Deputy District Attorney

AMANDA L. HOPPER, District Attorney  
County of Sutter, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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STEPHANIE A. BRIDGETT, District Attorney  
County of Shasta, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANAND B. JESRANI  
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney  
County of Solano, State of California

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County of Sonoma, State of California

DATED: \_\_\_\_\_

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MATTHEW CHEEVER  
Deputy District Attorney

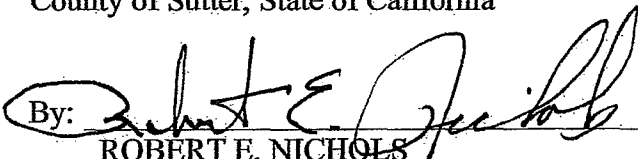
BIRGIT A. FLADAGER, District Attorney  
County of Stanislaus, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
RICHARD B. MURY, III  
Deputy District Attorney

AMANDA L. HOPPER, District Attorney  
County of Sutter, State of California

DATED: 6/19/18


By:   
ROBERT E. NICHOLS  
Deputy District Attorney



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

DATED: 6/1/18

By:   
PAULA C. CLARK  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MITCHELL F. DISNEY  
Senior Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

FOR THE DEFENDANTS:

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LELAND P. SMITH  
Senior Vice President and General Counsel  
SMART & FINAL STORES LLC

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

MUNGER, TOLLES & OLSON, LLP

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PATRICK J. CAFFERTY, JR.  
Attorneys for SMART & FINAL STORES LLC

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PAULA C. CLARK  
Deputy District Attorney

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

DATED: 6/4/18

By: *Mitchell F. Disney*  
MITCHELL F. DISNEY  
Senior Deputy District Attorney

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

DATED: 6/4/18

By: *David J. Ireby*  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

FOR THE DEFENDANTS:

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LELAND P. SMITH  
Senior Vice President and General Counsel  
SMART & FINAL STORES LLC

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

MUNGER, TOLLES & OLSON, LLP

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PATRICK J. CAFFERTY, JR.  
Attorneys for SMART & FINAL STORES LLC

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PAULA C. CLARK  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MITCHELL F. DISNEY  
Senior Deputy District Attorney


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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

FOR THE DEFENDANTS:

DATED: June 4, 2018

By:   
LELAND P. SMITH  
Senior Vice President and General Counsel  
SMART & FINAL STORES LLC

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

MUNGER, TOLLES & OLSON, LLP

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PATRICK J. CAFFERTY, JR.  
Attorneys for SMART & FINAL STORES LLC

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PAULA C. CLARK  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MITCHELL F. DISNEY  
Senior Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

FOR THE DEFENDANTS:

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LELAND P. SMITH  
Senior Vice President and General Counsel  
SMART & FINAL STORES LLC

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

MUNGER, TOLLES & OLSON, LLP

DATED: June 11, 2018

By: Patrick J. Cafferty, Jr. /bjh  
PATRICK J. CAFFERTY, JR.  
Attorneys for SMART & FINAL STORES LLC

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DATED: \_\_\_\_\_

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

LELAND P. SMITH  
Senior Vice President and General Counsel  
CASH & CARRY STORES LLC

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

MUNGER, TOLLES & OLSON, LLP

DATED: June 11, 2018

By: Patrick J. Cafferty, Jr. /bjh

PATRICK J. CAFFERTY, JR.  
Attorneys for CASH & CARRY STORES LLC

**IT IS SO ORDERED.**


DATED: \_\_\_\_\_

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

JUDGE OF THE SUPERIOR COURT

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DATED: June 4, 2018

By:   
LELAND P. SMITH  
Senior Vice President and General Counsel  
CASH & CARRY STORES LLC

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

MUNGER, TOLLES & OLSON, LLP

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PATRICK J. CAFFERTY, JR.  
Attorneys for CASH & CARRY STORES LLC

**IT IS SO ORDERED.**

DATED: JUL 12 2018

By: BARBARA A. KRONLUND  
JUDGE OF THE SUPERIOR COURT

# Exhibit A-1

**Exhibit A-1 -- California Smart & Final Facilities**

	Store Number	Address	City	County	Store Closure Date
1	81424	3171 Walnut Ave.	Fremont	Alameda	n/a
2	81401	1094 Sueirro St.	Hayward	Alameda	n/a
3	81445	1243 42nd Ave.	Oakland	Alameda	n/a
4	81446	901 Broadway	Oakland	Alameda	n/a
5	81596	5775 Johnson Dr.	Pleasanton	Alameda	n/a
6	81523	31070 Dyer St.	Union City	Alameda	n/a
7	81808	Highway 70 & Oro Dam Blvd.	Oroville	Butte	n/a
8	81717	2638 Somerville Rd.	Antioch	Contra Costa	n/a
9	81786	460 Diablo Rd.	Danville	Contra Costa	n/a
10	81447	2100 Contra Costa Blvd.	Pleasant Hill	Contra Costa	n/a
11	81568	13110 San Pablo Ave.	San Pablo	Contra Costa	n/a
12	81787	2061 Lake Tahoe Blvd.	South Lake Tahoe	El Dorado	n/a
13	81412	534 Shaw Ave.	Clovis	Fresno	4/11/2017
14	81807	790 W. Shaw Ave.	Clovis	Fresno	n/a
15	81712	2425 N. Blackstone Ave.	Fresno	Fresno	n/a
16	81449	3330 W. Shaw Ave.	Fresno	Fresno	n/a
17	81329	5700 N. Blackstone Ave.	Fresno	Fresno	n/a
18	81328	631 "H" St.	Fresno	Fresno	n/a
19	81781	7733 N. First St.	Fresno	Fresno	n/a
20	81461	1290 N. Imperial Ave.	El Centro	Imperial	n/a
21	81380	1180 N. Main St.	Bishop	Inyo	n/a
22	81326	1725 Golden State Ave.	Bakersfield	Kern	n/a
23	81803	2658 Mt. Vernon	Bakersfield	Kern	n/a
24	81508	2749 Calloway Dr.	Bakersfield	Kern	n/a
25	81344	3400 White Ln.	Bakersfield	Kern	n/a
26	81362	4980 Stockdale Highway	Bakersfield	Kern	n/a
27	81421	1700 High St.	Delano	Kern	n/a
28	386	1804 Girard St.	Delano	Kern	3/26/2014
29	81376	880 E. Lacey Blvd.	Hanford	Kings	n/a
30	81321	725 E. Main St.	Alhambra	Los Angeles	n/a
31	81794	303 E. Foothill Blvd.	Azusa	Los Angeles	n/a
32	81481	3123 Baldwin Park Blvd.	Baldwin Park	Los Angeles	n/a
33	81319	5029 E. Florence Ave.	Bell	Los Angeles	n/a
34	81311	15930 Bellflower Blvd.	Bellflower	Los Angeles	n/a
35	81471	3708 W. Burbank Blvd.	Burbank	Los Angeles	n/a
36	81941	3830 W Verdugo Ave.	Burbank	Los Angeles	n/a
37	81369	20410 Susana Rd.	Carson	Los Angeles	n/a
38	81528	10340 Mason Ave.	Chatsworth	Los Angeles	n/a
39	81472	18204 E. Gale Ave.	City of Industry	Los Angeles	n/a
40	81793	Foothill Blvd & Towne Ave.	Claremont	Los Angeles	n/a
41	60100 - DC	5500 Shelia St.	Commerce	Los Angeles	n/a
42	81727	280 E. Compton Blvd.	Compton	Los Angeles	n/a
43	81367	114 Azusa Ave.	Covina	Los Angeles	n/a
44	81942	240 S Diamond Bar Blvd.	Diamond Bar	Los Angeles	n/a
45	81746	1193 Huntington Dr.	Duarte	Los Angeles	n/a
46	81373	11110 E. Ramona Blvd.	El Monte	Los Angeles	n/a
47	81477	16847 Ventura Blvd.	Encino	Los Angeles	n/a
48	81487	1550 W. Redondo Beach Blvd.	Gardena	Los Angeles	n/a
49	81428	1855 W. Glenoaks Blvd.	Glendale	Los Angeles	n/a
50	81304	210 Verdugo Rd.	Glendale	Los Angeles	n/a
51	81460	16210 Devonshire Blvd.	Granada Hills	Los Angeles	n/a
52	81413	6060 Figueroa St.	Highland Park	Los Angeles	n/a
53	81790	3111 E. Florence Ave./ 7130 Mission Pl.	Huntington Park	Los Angeles	n/a



**Exhibit A-1 -- California Smart & Final Facilities**

	Store Number	Address	City	County	Store Closure Date
54	81366	10100 Crenshaw Blvd.	Inglewood	Los Angeles	n/a
55	81457	1575 Centinela Ave.	Inglewood	Los Angeles	n/a
56	81317	15427 Amar Rd.	La Puente	Los Angeles	n/a
57	81598	4237 Woodruff Ave.	Lakewood	Los Angeles	n/a
58	307	5925 E. Carson St.	Lakewood	Los Angeles	5/17/2011
59	81529	15205 Hawthorne Blvd.	Lawndale	Los Angeles	n/a
60	81440	1320 Atlantic Ave.	Long Beach	Los Angeles	n/a
61	301	1755 Ximeno Ave.	Long Beach	Los Angeles	8/23/2016
62	81434	644 Redondo Ave.	Long Beach	Los Angeles	n/a
63	81745	Atlantic & San Antonio	Long Beach	Los Angeles	n/a
64	81395	11221 Pico Blvd.	Los Angeles	Los Angeles	n/a
65	81341	1125 E. El Segundo Blvd.	Los Angeles	Los Angeles	n/a
66	81310	1216 S. Compton Ave.	Los Angeles	Los Angeles	n/a
67	81735	1833-B La Cienega Blvd.	Los Angeles	Los Angeles	n/a
68	81345	2308 E. Fourth St.	Los Angeles	Los Angeles	n/a
69	81511	2511 Daly St.	Los Angeles	Los Angeles	n/a
70	81459	2720 Beverly Blvd.	Los Angeles	Los Angeles	n/a
71	81470	2929 Crenshaw Blvd.	Los Angeles	Los Angeles	n/a
72	81364	2949 W. Pico Blvd.	Los Angeles	Los Angeles	n/a
73	81456	3607 Vermont Ave.	Los Angeles	Los Angeles	n/a
74	81444	4550 W. Pico Blvd., Suite D303	Los Angeles	Los Angeles	n/a
75	81371	5555 Wilshire Blvd.	Los Angeles	Los Angeles	n/a
76	81337	8137 S. Vermont Ave.	Los Angeles	Los Angeles	n/a
77	81484	845 S. Figueroa St., Suite 100	Los Angeles	Los Angeles	n/a
78	81363	939 N. Western Ave.	Los Angeles	Los Angeles	n/a
79	81597	SEC Crenshaw & Rodeo	Los Angeles	Los Angeles	n/a
80	81333	10833 Long Beach Blvd.	Lynwood	Los Angeles	n/a
81	314	266 E. Huntington Dr.	Monrovia	Los Angeles	6/28/2016
82	81522	855 N. Wilcox Ave.	Montebello	Los Angeles	n/a
83	81374	6601 N. Laurel Canyon Blvd.	N. Hollywood	Los Angeles	n/a
84	81420	18555 Devonshire St.	Northridge	Los Angeles	n/a
85	81325	10935 Firestone Blvd.	Norwalk	Los Angeles	n/a
86	81372	10893 San Fernando Rd.	Pacoima	Los Angeles	n/a
87	81437	39212 W. 10th St.	Palmdale	Los Angeles	n/a
88	81920	5038 W Avenue N	Palmdale	Los Angeles	n/a
89	81485	3299 E. Colorado Blvd.	Pasadena	Los Angeles	n/a
90	81370	401 N. Fair Oaks Ave.	Pasadena	Los Angeles	n/a
91	81308	160 W. Willow St.	Pomona	Los Angeles	n/a
92	81306	28500 S. Western Ave.	Rancho Palos Verdes	Los Angeles	n/a
93	81938	1516 S. Pacific Coast Hwy	Redondo Beach	Los Angeles	n/a
94	81921	615 N. Pacific Coast Hwy	Redondo Beach	Los Angeles	n/a
95	322	322 S. Pacific Coast Hwy	Redondo Beach (938)	Los Angeles	3/4/2016
96	81305	1005 W. Arrow Hwy	San Dimas	Los Angeles	n/a
97	81323	2040 Glenoaks Blvd.	San Fernando	Los Angeles	n/a
98	81923	1636 W 25th St.	San Pedro	Los Angeles	n/a
99	81468	23640-B Lyons Ave.	Santa Clarita	Los Angeles	n/a
100	81922	21035 Hawthorne Blvd.	Torrance	Los Angeles	n/a
101	81348	21600 S. Vermont Ave.	Torrance	Los Angeles	n/a
102	81458	2775 Pacific Coast Hwy.	Torrance	Los Angeles	n/a
103	81414	6555 Foothill Blvd.	Tujunga	Los Angeles	n/a
104	81483	28207 Newhall Ranch Rd.	Valencia	Los Angeles	n/a
105	81349	7815 Van Nuys Blvd.	Van Nuys	Los Angeles	n/a
106	81332	604 Lincoln Blvd.	Venice	Los Angeles	n/a

**Exhibit A-1 -- California Smart & Final Facilities**

	Store Number	Address	City	County	Store Closure Date
107	81474	1041 N. Fuller Ave.	W. Hollywood	Los Angeles	n/a
108	81330	10113 Venice Blvd.	W. Los Angeles	Los Angeles	n/a
109	81315	12210 Santa Monica Blvd.	W. Los Angeles	Los Angeles	n/a
110	81919	5770 Lindero Canyon Rd.	Westlake Village	Los Angeles	n/a
111	309	11460 E. Washington Blvd.	Whittier	Los Angeles	6/19/2015
112	81716	13003 Whittier Blvd.	Whittier	Los Angeles	n/a
113	81482	15055 Mulberry Dr.	Whittier	Los Angeles	n/a
114	81512	7224 Mason Ave.	Winnetka	Los Angeles	n/a
115	81324	22631 Ventura Blvd.	Woodland Hills	Los Angeles	n/a
116	81526	935 Andersen Dr.	San Rafael	Marin	n/a
117	81385	1425 Martin Luther King Jr. Way	Merced	Merced	n/a
118	81431	319 E. Market St.	Salinas	Monterey	n/a
119	81455	1560 Canyon Del Rey	Seaside	Monterey	n/a
120	81313	630 N. Euclid St.	Anaheim	Orange	n/a
121	81381	7930 Valley View St.	Buena Park	Orange	n/a
122	81399	34091 Doheny Park Rd.	Capistrano Beach	Orange	n/a
123	81927	3049 Coast Hwy	Corona Del Mar	Orange	n/a
124	81389	707 W. 19th St.	Costa Mesa	Orange	n/a
125	81592	8956 Warner Ave.	Fountain Valley	Orange	n/a
126	81425	2475 East Chapman Ave.	Fullerton	Orange	n/a
127	81788	10870 Katella Avenue, Suite G	Garden Grove	Orange	n/a
128	81382	6882 Edinger Ave.	Huntington Beach	Orange	n/a
129	81423	9062 Adams Ave.	Huntington Beach	Orange	n/a
130	81375	14417 Culver Dr.	Irvine	Orange	n/a
131	81422	1941 W. Imperial Hwy	La Habra	Orange	n/a
132	81737	26560 Moulton Pkwy.	Laguna Hills	Orange	n/a
133	81943	30252 Crown Valley Pkwy.	Laguna Niguel	Orange	n/a
134	365	391 E. Imperial Hwy.	LaHabra	Orange	8/19/2008
135	81383	23631-A El Toro Rd.	Lake Forest	Orange	n/a
136	81713	26911 Trabuco Rd.	Mission Viejo	Orange	n/a
137	81388	1401 E. Katella Ave.	Orange	Orange	n/a
138	81926	21672 Plano Trabuco Rd.	Rancho Santa Margarita	Orange	n/a
139	81580	1308 W. Edinger Ave.	Santa Ana	Orange	n/a
140	81519	1523 W. 17th	Santa Ana	Orange	n/a
141	486	3430 S. Bristol St.	Santa Ana	Orange	12/4/2016
142	81594	7050 Katella Ave.	Stanton	Orange	n/a
143	81726	1114 Irvine Blvd.	Tustin	Orange	n/a
144	81925	21500 Yorba Linda Blvd.	Yorba Linda	Orange	n/a
145	81711	2825 Grass Valley Hwy.	Auburn	Placer	n/a
146	81729	1159 Roseville Square, Suite 150	Roseville	Placer	n/a
147	81331	2971 W. Ramsey St.	Banning	Riverside	n/a
148	81454	701 E. Hobsonway	Blythe	Riverside	n/a
149	81718	49978 Harrison St.	Coachella	Riverside	n/a
150	81340	760 N. Main St.	Corona	Riverside	n/a
151	81705	928 E. Ontario Ave.	Corona	Riverside	n/a
152	81789	13346 Limonite Ave.	Eastvale	Riverside	n/a
153	81443	2525 W. Florida Ave.	Hemet	Riverside	n/a
154	81490	79-770 Highway 111	La Quinta	Riverside	n/a
155	81792	Newport Rd & Haun Rd.	Menifee	Riverside	n/a
156	81719	25050 Alessandro Blvd., Suite B	Moreno Valley	Riverside	n/a
157	81469	25060 Madison Ave.	Murrieta	Riverside	n/a
158	81734	Winchester & Willows	Murrieta	Riverside	n/a
159	81944	72675 Highway 111	Palm Desert	Riverside	n/a

**Exhibit A-1 -- California Smart & Final Facilities**

	Store Number	Address	City	County	Store Closure Date
160	81429	5001 E. Ramon Rd., Bldg 4	Palm Springs	Riverside	n/a
161	60140 - DC	2360 Cottonwood Ave.	Riverside	Riverside	n/a
162	81521	2744 Canyon Springs Pkwy.	Riverside	Riverside	n/a
163	81316	3310 Vine St.	Riverside	Riverside	n/a
164	81473	4039 Tyler St.	Riverside	Riverside	n/a
165	81514	5202 Arlington Ave.	Riverside	Riverside	n/a
166	343	301 N. Main St.	Blythe	Riverside	12/9/2014
167	81582	7223 Fair Oaks Blvd.	Carmichael	Sacramento	n/a
168	81703	7945 Madison Ave.	Citrus Heights	Sacramento	n/a
169	81407	8481 Auburn Blvd.	Citrus Heights	Sacramento	n/a
170	81722	8787 Elk Grove Blvd.	Elk Grove	Sacramento	n/a
171	81701	2344 Sunrise Blvd., Suite 2	Rancho Cordova	Sacramento	n/a
172	81591	1734 Watt Ave.	Sacramento	Sacramento	n/a
173	81405	2431 28th St.	Sacramento	Sacramento	n/a
174	81724	3315 Northgate Blvd., Suite 4	Sacramento	Sacramento	n/a
175	81404	4820 Madison Ave.	Sacramento	Sacramento	n/a
176	81406	6340 Stockton Blvd.	Sacramento	Sacramento	n/a
177	85595	6985 65th St.	Sacramento	Sacramento	n/a
178	81479	7205 Freeport Blvd.	Sacramento	Sacramento	n/a
179	81806	Stockton Blvd. & Lawrence Dr.	Sacramento	Sacramento	n/a
180	81494	12164 Central Ave.	Chino	San Bernardino	n/a
181	81924	4200 Chino Hills Pkwy., Suite 450	Chino Hills	San Bernardino	n/a
182	81733	1023 N. Mt. Vernon Ave.	Colton	San Bernardino	n/a
183	81353	17000 Foothill Blvd.	Fontana	San Bernardino	n/a
184	81354	15111 Bear Valley Rd.	Hesperia	San Bernardino	n/a
185	81741	27550 Baseline St.	Highland	San Bernardino	n/a
186	81408	1337 E. 4th St.	Ontario	San Bernardino	n/a
187	303	907 E. Holt Blvd.	Ontario	San Bernardino	9/5/2012
188	81467	8675 Baseline Rd.	Rancho Cucamonga	San Bernardino	n/a
189	81318	1720 Redlands Blvd.	Redlands	San Bernardino	n/a
190	81335	332 W. Base Line St.	San Bernardino	San Bernardino	n/a
191	81707	1028 N. Mountain Ave.	Upland	San Bernardino	n/a
192	339	2618 El Camino Real	Carlsbad	San Diego	11/6/2015
193	81928	955 Carlsbad Village Dr.	Carlsbad	San Diego	n/a
194	81463	3141 Main St.	Chula Vista	San Diego	n/a
195	81936	360 East H St	Chula Vista	San Diego	n/a
196	81742	40 N. 4th Ave., Suite 140	Chula Vista	San Diego	n/a
197	81935	150 B Ave.	Coronado	San Diego	n/a
198	81398	1090 Fletcher Pkwy.	El Cajon	San Diego	n/a
199	81930	13439 Camino Canada	El Cajon	San Diego	n/a
200	81931	2800 Fletcher Pkwy.	El Cajon	San Diego	n/a
201	81427	479 Encinitas Blvd.	Encinitas	San Diego	n/a
202	81360	395-399 N. Escondido Blvd.	Escondido	San Diego	n/a
203	81368	5195 Clairemont Mesa Blvd.	Kerney Mesa	San Diego	n/a
204	81934	3681 Avocado Ave.	La Mesa	San Diego	n/a
205	466	7117 Broadway	Lemon Grove	San Diego	12/4/2016
206	476	8145 Mira Mesa Blvd.	Mira Mesa (932)	San Diego	5/13/2016
207	81347	1220 Plaza Blvd.	National City	San Diego	n/a
208	81426	1737 Oceanside Blvd.	Oceanside	San Diego	n/a
209	81581	12339 Poway Rd.	Poway	San Diego	n/a
210	81933	10633 Tierra Santa Blvd.	San Diego	San Diego	n/a
211	81932	10740 Westview Pkwy.	San Diego	San Diego	n/a
212	81940	2235 University Ave.	San Diego	San Diego	n/a

**Exhibit A-1 -- California Smart & Final Facilities**

	Store Number	Address	City	County	Store Closure Date
213	81464	2804 Midway Dr.	San Diego	San Diego	n/a
214	81355	6235 El Cajon Blvd.	San Diego	San Diego	n/a
215	81378	720 15th St.	San Diego	San Diego	n/a
216	81488	770 W. San Marcos Blvd.	San Marcos	San Diego	n/a
217	81937	350 W San Ysidro Blvd	San Ysidro	San Diego	n/a
218	81929	9870 Magnolia Ave.	Santee	San Diego	n/a
219	81725	933 Sweetwater Rd.	Spring Valley	San Diego	n/a
220	81599	1845 W. Vista Way	Vista	San Diego	n/a
221	81351	350 Seventh Ave.	San Francisco	San Francisco	n/a
222	81438	355 Bayshore Blvd.	San Francisco	San Francisco	n/a
223	81593	215 E. Lodi Ave.	Lodi	San Joaquin	n/a
224	81403	147 N. Wilson Way	Stockton	San Joaquin	n/a
225	81393	744 West Hammer Ln.	Stockton	San Joaquin	n/a
226	60900 - DC	2795 Paradise Rd.	Tracy	San Joaquin	n/a
227	81358	1464 E. Grand Ave.	Arroyo Grande	San Luis Obispo	n/a
228	81912	8200 El Camino Real	Atascadero	San Luis Obispo	n/a
229	81939	1191 E. Creston Rd.	Paso Robles	San Luis Obispo	n/a
230	81392	2121 Spring St.	Paso Robles	San Luis Obispo	n/a
231	81913	1321 Johnson Ave.	San Luis Obispo	San Luis Obispo	n/a
232	377	277 Higuera St.	San Luis Obispo (913)	San Luis Obispo	2/26/2016
233	81320	6967 Mission St.	Daly City	San Mateo	n/a
234	81410	1185 Broadway St.	Redwood City	San Mateo	n/a
235	81441	249 Kenwood Way	S. San Francisco	San Mateo	n/a
236	81453	1840 S. Norfolk St.	San Mateo	San Mateo	n/a
237	81915	850 Linden Ave.	Carpinteria	Santa Barbara	n/a
238	81702	7090 Hollister Ave.	Goleta	Santa Barbara	n/a
239	81391	217 E. Gutierrez St.	Santa Barbara	Santa Barbara	n/a
240	81914	3943 State St.	Santa Barbara	Santa Barbara	n/a
241	81336	1721 S. Broadway	Santa Maria	Santa Barbara	n/a
242	81589	250 E. 10th St.	Gilroy	Santa Clara	n/a
243	81779	401 Jacklin Rd.	Milpitas	Santa Clara	n/a
244	81432	141 E. El Camino Real	Mountain View	Santa Clara	n/a
245	81451	1180 S. King Rd.	San Jose	Santa Clara	n/a
246	81530	1783 Hillsdale Rd.	San Jose	Santa Clara	n/a
247	81436	2152 Monterey Rd.	San Jose	Santa Clara	n/a
248	81433	5281 Prospect Rd.	San Jose	Santa Clara	n/a
249	81810	San Carlos Street & Race St.	San Jose	Santa Clara	n/a
250	81448	2065 El Camino Real	Santa Clara	Santa Clara	n/a
251	81327	1265 S. Mary Ave.	Sunnyvale	Santa Clara	n/a
252	81723	2525 N. Texas St., Suite C	Fairfield	Solano	n/a
253	81338	3901 Sonoma Blvd.	Vallejo	Solano	n/a
254	81782	465 N. McDowell Blvd.	Petaluma	Sonoma	n/a
255	81409	2805 Santa Rosa Ave.	Santa Rosa	Sonoma	n/a
256	81811	1801 H St., Unit # C-2	Modesto	Stanislaus	n/a
257	81588	2900 Standiford Ave., Suite 15	Modesto	Stanislaus	n/a
258	81402	801 Ninth St.	Modesto	Stanislaus	8/1/2017
259	81387	1289 W. Olive Ave.	Porterville	Tulare	11/28/2017
260	81430	1019 E. Prosperity Ave.	Tulare	Tulare	n/a
261	81791	3424 S Mooney Blvd.	Visalia	Tulare	n/a
262	81384	600 W. Center Ave.	Visalia	Tulare	n/a
263	81400	389 Arneill Rd.	Camarillo	Ventura	n/a
264	81525	864 New Los Angeles Ave.	Moorpark	Ventura	n/a
265	81918	2100 Newbury Rd.	Newbury Park	Ventura	n/a

**Exhibit A-1 -- California Smart & Final Facilities**

	<b>Store Number</b>	<b>Address</b>	<b>City</b>	<b>County</b>	<b>Store Closure Date</b>
266	<b>81740</b>	1341 W Channel Islands Blvd.	Oxnard	Ventura	n/a
267	<b>81731</b>	2021 N. Oxnard Blvd.	Oxnard	Ventura	n/a
268	<b>342</b>	2059 Oxnard Blvd.	Oxnard	Ventura	11/3/2015
269	<b>81465</b>	1856-B Erringer Rd.	Simi Valley	Ventura	n/a
270	<b>81917</b>	5135 E Los Angeles Ave.	Simi Valley	Ventura	n/a
271	<b>394</b>	2222 W. Hillcrest Dr.	Thousand Oaks	Ventura	4/15/2016
272	<b>81390</b>	2750 E. Main St.	Ventura	Ventura	n/a
273	<b>81916</b>	7800 Telegraph Rd	Ventura	Ventura	n/a

# Exhibit A-2

### Exhibit A-2 -- California Cash & Carry Facilities

	Store Number	Address	City	County	Store Closure Date
1	85567	400 Oak St.	Oakland	Alameda	n/a
2	85507	171 Lewelling Blvd.	San Lorenzo	Alameda	n/a
3	85565	930 Mangrove Ave.	Chico	Butte	n/a
4	85510	2050 Monument Blvd.	Concord	Contra Costa	n/a
5	85546	6700 N. Highway 101	Eureka	Humboldt	n/a
6	85560	1101 Richards Blvd.	Sacramento	Sacramento	n/a
7	85586	170 S. Van Ness Ave.	San Francisco	San Francisco	n/a
8	85517	6502 Pacific Ave.	Stockton	San Joaquin	n/a
9	85571	1731 W. San Carlos St.	San Jose	Santa Clara	n/a
10	85547	1152 Hartnell	Redding	Shasta	n/a
11	85576	565 Barham Ave.	Santa Rosa	Sonoma	n/a
12	85569	1217 10th St.	Modesto	Stanislaus	n/a
13	85572	717 Colusa Hwy.	Yuba City	Sutter	n/a

# Exhibit B-1



**EXHIBIT B-1 -- CIVIL PENALTIES**

Agency	Civil Penalties - Business and Professions §17200 Penalties	Civil Penalties - Health and Safety §25500 Penalties	Total of Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	\$ 19,000.00	\$ 11,000.00	\$ 30,000.00
Butte Co. District Attorney's Office	\$ 500.00	\$ -	\$ 500.00
Contra Costa Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ 4,000.00
El Dorado Co. District Attorney's Office	\$ 500.00	\$ -	\$ 500.00
Fresno Co. District Attorney's Office	\$ 5,000.00	\$ -	\$ 5,000.00
Humboldt Co. District Attorney's Office	\$ 500.00	\$ -	\$ 500.00
Imperial Co. District Attorney's Office	\$ 500.00	\$ -	\$ 500.00
Inyo Co. District Attorney's Office	\$ 500.00	\$ -	\$ 500.00
Kern Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ 4,000.00
Kings Co. District Attorney's Office	\$ 500.00	\$ -	\$ 500.00
Los Angeles City Attorney's Office	\$ 25,000.00	\$ -	\$ 25,000.00
Los Angeles Co. District Attorney's Office	\$ 30,000.00	\$ -	\$ 30,000.00
Marin Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Merced Co. District Attorney's Office	\$ 500.00	\$ -	\$ 500.00
Monterey Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ 2,000.00
Orange Co. District Attorney's Office	\$ 24,250.00	\$ 20,000.00	\$ 44,250.00
Placer Co. District Attorney's Office* (see below)	\$ 2,000.00	\$ -	\$ 2,000.00
Riverside Co. District Attorney's Office** (see below)	\$ 24,250.00	\$ 20,000.00	\$ 44,250.00
Sacramento Co. District Attorney's Office*** (see below)	\$ 25,000.00	\$ -	\$ 25,000.00
San Bernardino Co. District Attorney's Office (SWCPP Penalties)**** (see below)	\$ 29,000.00	\$ -	\$ 29,000.00
San Diego City Attorney's Office	\$ 9,000.00	\$ -	\$ 9,000.00
San Diego Co. District Attorney's Office	\$ 19,000.00	\$ -	\$ 19,000.00
San Francisco Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ 2,000.00
San Joaquin Co. District Attorney's Office***** (see below)	\$ 24,250.00	\$ 20,000.00	\$ 44,250.00
San Luis Obispo Co. District Attorney's Office	\$ 6,000.00	\$ -	\$ 6,000.00
San Mateo Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ 4,000.00
Santa Barbara Co. District Attorney's Office	\$ 5,000.00	\$ -	\$ 5,000.00
Santa Clara Co. District Attorney's Office	\$ 9,000.00	\$ -	\$ 9,000.00
Shasta Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Solano Co. District Attorney's Office***** (see below)	\$ 2,000.00	\$ -	\$ 2,000.00
Sonoma Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Stanislaus Co. District Attorney's Office	\$ 3,000.00	\$ -	\$ 3,000.00
Sutter Co. District Attorney's Office	\$ 500.00	\$ -	\$ 500.00
Tulare Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ 4,000.00
Ventura Co. District Attorney's Office	\$ 6,000.00	\$ -	\$ 6,000.00
Yolo Co. District Attorney's Office	\$ 24,250.00	\$ 20,000.00	\$ 44,250.00
<b>Totals - Prosecutor Civil Penalties</b>	<b>\$ 318,000.00</b>	<b>\$ 91,000.00</b>	<b>\$ 409,000.00</b>
* 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.			
** RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$25,000.00 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.			
Health and Safety Code § 25515.2: "Defendant" shall pay \$20,000.00 as civil penalties pursuant to section 25515.2 of the Health and Safety Code 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 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.			
**** SAN BERNARDINO: \$ 4000.00 is to be allocated for SWCPP penalties and distributed as such.			

**EXHIBIT B-1 -- CIVIL PENALTIES**

\*\*\*\*\* 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".

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

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

# Exhibit B-2

**EXHIBIT B-2 -- CIVIL PENALTIES**

Agency	Civil Penalties - Health and Safety §25500 Penalties	Total of Civil Penalties Paid to Regulatory Agencies
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	\$ 250.00	\$ 250.00
Alameda Co. - Hayward City Fire Dept.	\$ 250.00	\$ 250.00
Alameda Co. - Livermore/Pleasanton Fire Dept., Haz Mat Unit*(see below)	\$ 250.00	\$ 250.00
Alameda Co. - Union City Economic & Community Development Dept., Environmental Programs Division	\$ 250.00	\$ 250.00
Alameda Co. -Environmental Health	\$ 500.00	\$ 500.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 1,000.00	\$ 1,000.00
El Dorado Co. - Environmental Mgmt. Dept.	\$ 500.00	\$ 500.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 1,000.00	\$ 1,000.00
Imperial Co. - CUPA - DTSC	\$ 250.00	\$ 250.00
Humboldt Co. - Div. of Environmental Health	\$ 250.00	\$ 250.00
Inyo Co. - Department of Environmental Health Services	\$ 250.00	\$ 250.00
Kern Co. - Bakersfield City Fire Department	\$ 1,000.00	\$ 1,000.00
Kern Co. - Environmental Health Services Department	\$ 250.00	\$ 250.00
Kings Co. - Environmental Health Services	\$ 250.00	\$ 250.00
Los Angeles Co. - Glendale City Fire Dept., Environ. Mgmt. Center	\$ 500.00	\$ 500.00
Los Angeles Co. - Long Beach Environmental Health	\$ 500.00	\$ 500.00
Los Angeles Co. - Fire Health Hazmat	\$ 17,750.00	\$ 17,750.00
Marin Co. - Dept. of Public Works, Waste Mngt. Div.	\$ 250.00	\$ 250.00
Merced Co. - Division of Environmental Health	\$ 250.00	\$ 250.00
Monterey Co. - Environmental Health Division	\$ 500.00	\$ 500.00
Orange Co. - City of Anaheim Fire Department	\$ 250.00	\$ 250.00
Orange Co. - Environmental Health**(see below)	\$ 5,500.00	\$ 5,500.00
Placer Co. - Environmental Health Division	\$ 250.00	\$ 250.00
Placer Co. - Roseville City Fire Dept.	\$ 250.00	\$ 250.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 3,750.00	\$ 3,750.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 2,500.00	\$ 2,500.00
San Bernardino Co. - Fire Haz Mat	\$ 2,500.00	\$ 2,500.00
San Diego Co. - Dept. of Environmental Health	\$ 7,000.00	\$ 7,000.00
San Francisco Co. - City & County Public Health Dept.	\$ 500.00	\$ 500.00
San Joaquin Co. - Environmental Health Department	\$ 32,500.00	\$ 32,500.00
San Luis Obispo Co. - Environmental Health Services	\$ 1,250.00	\$ 1,250.00
San Mateo Co. - Environmental Health Division	\$ 1,000.00	\$ 1,000.00
Santa Barbara Co. - Environmental Health Services	\$ 1,250.00	\$ 1,250.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 1,500.00	\$ 1,500.00
Santa Clara Co. - City of Gilroy Fire Dept.	\$ 250.00	\$ 250.00
Santa Clara Co. - City of Santa Clara Fire Department	\$ 250.00	\$ 250.00
Santa Clara Co. - Sunnyvale Department of Public Safety/HMD	\$ 250.00	\$ 250.00
Shasta Co. - Environmental Health Division	\$ 250.00	\$ 250.00
Solano Co. - Environmental Health Services	\$ 250.00	\$ 250.00
Sonoma Co. - Santa Rosa City Fire	\$ 500.00	\$ 500.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 250.00	\$ 250.00
Sutter Co. - Environmental Health Services	\$ 250.00	\$ 250.00
Tulare Co. - Environmental Health	\$ 500.00	\$ 500.00
Ventura Co. - City of Oxnard Fire Dept.	\$ 500.00	\$ 500.00
Ventura Co. - Environmental Health Division	\$ 1,750.00	\$ 1,750.00
<b>Total - Agency Civil Penalties</b>	<b>\$ 91,000.00</b>	<b>\$ 91,000.00</b>
<p>* ALAMEDA: The agency requested that the check be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account".</p>		
<p>**ORANGE: Five Thousand Five Hundred Dollars (\$5,500.00) 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.</p>		

# Exhibit C

## EXHIBIT C – SUPPLEMENTAL ENVIRONMENTAL PROJECTS

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

SMART & FINAL, LLC and CASH & CARRY STORES, LLC (Defendants) shall provide the amount of Twenty Thousand Dollars (\$20,000.00) 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 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.

### 3. **California District Attorneys Association Environmental Project. \***

DEFENDANTS shall provide the amount of Twenty Thousand Dollars (\$20,000.00) 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.

### 4. **California Advanced Environmental Criminal Training Program (Cal-AECTP) with CHMIA. \***

DEFENDANTS shall provide the amount of Twenty Thousand Dollars (\$20,000.00) payable to the California Hazardous Materials Investigators Association (“CHMIA”) to be used by CHMIA to fund full scholarships for attendance and participation in their Advanced Environmental Criminal Training Program. Each of these scholarships shall cover conference registration, travel, food, lodging, and incidentals.

**5. California Environmental Protection Agency Environmental Justice Small Grants Program.**

DEFENDANTS shall provide the amount of Twenty Thousand Dollars (\$20,000.00) payable to the California Environmental Protection Agency (with a subject line notation: Environmental Justice Small Grants Program) for the funding of projects or programs, consistent with the Environmental Justice Small Grant Program criteria set forth in Public Resources Code section 71116, that will do any of the following in California: Resolve problems associated with hazardous waste or hazardous materials contamination in environmental justice communities, including through distribution of information about the risks and regulation of hazardous waste or hazardous materials in environmental justice communities; improve communication and coordination among agencies that regulate hazardous waste or hazardous materials and residents of environmental justice communities; expand the understanding of residents of environmental justice communities about hazardous waste or hazardous material issues; evaluate information about the risks associated with hazardous waste or hazardous material exposure in environmental justice communities; promote environmental justice community involvement in decision making regarding the regulation of hazardous wastes or hazardous materials, restoration of resources contaminated by releases of hazardous wastes or hazardous materials, or the enforcement of hazardous waste or hazardous materials laws.

\* If the payment provided by 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 D



## **Exhibit D**

### **Smart & Final's and Cash & Carry's Hazardous Waste Minimization and Enhanced Compliance Projects**

Smart & Final, LLC and Cash & Carry, LLC (“Defendants”) have implemented, or will implement, the below programs designed to enhance the performance of Defendants' hazardous waste management in California to comply with Paragraph 5.3. To implement these programs, on or before five years following entry of this Final Judgment, Defendants will collectively spend a minimum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000), in accordance with Paragraph 5.3.

**Enhanced Waste Characterization Data.** Defendants have contracted with The WERCS to provide hazardous waste determinations for products sold by Smart & Final and Cash & Carry and will continue to use WERCS for five years following entry of this Final Judgment.

**Hiring Additional Hazardous Waste Management Employee.** Defendants will hire one additional employee to devote fifty percent (50%) or more of his or her hours dedicated to Defendants' California Environmental, Health and Safety programs, by the effective date of this Final Judgment.

# Exhibit E-1

**EXHIBIT E-1 -- COSTS**

Agency	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 13,500.00
Contra Costa Co. District Attorney's Office	\$ 900.00
Fresno Co. District Attorney's Office	\$ 3,500.00
Kern Co. District Attorney's Office	\$ 900.00
Los Angeles City Attorney's Office	\$ 900.00
Los Angeles Co. District Attorney's Office	\$ 13,500.00
Marin Co. District Attorney's Office	\$ 900.00
Monterey Co. District Attorney's Office	\$ 900.00
Orange Co. District Attorney's Office	\$ 23,000.00
Placer Co. District Attorney's Office* (see below)	\$ 900.00
Riverside Co. District Attorney's Office** (see below)	\$ 13,300.00
Sacramento Co. District Attorney's Office*** (see below)	\$ 900.00
San Bernardino Co. District Attorney's Office (SWCPP Costs)**** (see below)	\$ 5,800.00
San Diego City Attorney's Office	\$ 900.00
San Diego Co. District Attorney's Office	\$ 5,250.00
San Francisco Co. District Attorney's Office	\$ 900.00
San Joaquin Co. District Attorney's Office***** (see below)	\$ 65,450.00
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
Solano Co. District Attorney's Office	\$ 900.00
Sonoma Co. District Attorney's Office	\$ 900.00
Stanislaus Co. District Attorney's Office	\$ 900.00
Tehama Co. District Attorney's Office	\$ 900.00
Ventura Co. District Attorney's Office	\$ 900.00
Yolo Co. District Attorney's Office***** (see below)	\$ 82,025.00
<b>Total - Prosecutor Costs</b>	<b>\$ 241,525.00</b>
<p>* 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.</p>	
<p>** RIVERSIDE Costs: "Defendant" shall pay \$9,300.00 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.</p>	
<p>*** 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.</p>	
<p>**** SAN BERNARDINO: \$900.00 is to be allocated for SWCPP costs and distributed as such.</p>	
<p>***** SAN JOAQUIN: The money paid to the San Joaquin 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.</p>	
<p>***** 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 \$69,762.50, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$12,262.50.</p>	

# Exhibit E-2

**EXHIBIT E-2 -- COSTS**

Agency	Total Costs to Agency
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 825.00
Orange Co. - City of Anaheim Fire Department	\$ 300.00
Orange Co. - Environmental Health * (see below)	\$ 1,200.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 750.00
San Francisco Co. - City & County Public Health Dept.	\$ 1,200.00
San Joaquin Co. - Environmental Health Department	\$ 2,700.00
Santa Barbara Co. - Environmental Health Services	\$ 1,500.00
<b>Total - Agency Costs</b>	<b>\$ 8,475.00</b>
<p>*ORANGE: \$1200.00 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>	

# Exhibit F

**Exhibit F -- Notices**

**For the People:**

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