

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

FILED
YOLO SUPERIOR COURT

APR 18 2019

By A. SALCIDO
Deputy

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APR 19 2019

Additional counsel listed as signatories *Yolo County District Attorney*

Attorneys for People of the State of California

SUPERIOR COURT OF CALIFORNIA

COUNTY OF YOLO

11	THE PEOPLE OF THE STATE OF CALIFORNIA,)	Case No. CV 19-751
12)	
13	Plaintiff,)	STIPULATION FOR ENTRY OF FINAL
14)	JUDGMENT AND PERMANENT
15	v.)	INUNCTION
16)	
17)	<i>Exempt from fees per Gov. Code, § 6103</i>
18	PARTY CITY CORPORATION, a Delaware)	
19	Corporation,)	
20)	
21	Defendant.)	
22)	

21 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, generally appearing through
22 its attorneys, Jeff W. Reisig, District Attorney of Yolo County; Nancy E. O'Malley, District
23 Attorney of Alameda County; Michael L. Ramsey, District Attorney of Butte County; Diana Becton,
24 District Attorney of Contra Costa County; Katherine Micks, District Attorney of Del Norte County;
25 Maggie Fleming, District Attorney of Humboldt County; Gilbert G. Otero, District Attorney of
26 Imperial County; Keith L. Fagundes, District Attorney of Kings County; S. Melyssah Rios, District
27 Attorney of Lassen County; Michael N. Feuer, City Attorney of Los Angeles; Jackie Lacey, District
28 Attorney of Los Angeles County; Lori E. Frugoli, District Attorney of Marin County; C. David

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1 Eyster, District Attorney of Mendocino County; Kimberly Helms Lewis, District Attorney of
2 Merced County; Jeannine M. Pacioni, District Attorney of Monterey County; Allison Haley, District
3 Attorney of Napa County; Todd Spitzer, District Attorney of Orange County; R. Scott Owens,
4 District Attorney of Placer County; Michael A. Hestrin, District Attorney of Riverside County;
5 Anne Marie Schubert, District Attorney of Sacramento County; Jason Anderson, District Attorney
6 of San Bernardino County; Mara W. Elliott, City Attorney of San Diego; Summer Stephan, District
7 Attorney of San Diego County; George Gascón, District Attorney of San Francisco County; Tori
8 Verber Salazar, District Attorney of San Joaquin County; Dan Dow, District Attorney of San Luis
9 Obispo County; Stephen M. Wagstaffe, District Attorney of San Mateo County; Joyce E. Dudley,
10 District Attorney of Santa Barbara County; Jeffrey F. Rosen, District Attorney of Santa Clara
11 County; Stephanie A. Bridgett, District Attorney of Shasta County; Krishna A. Abrams, District
12 Attorney of Solano County; Jill R. Ravitch, District Attorney of Sonoma County; Birgit A.
13 Fladager, District Attorney of Stanislaus County; Amanda L. Hopper, District Attorney of Sutter
14 County; Laura L. Krieg, District Attorney of Tuolumne County; and Gregory D. Totten, District
15 Attorney of Ventura County; (collectively, “the People”); and Defendant PARTY CITY
16 CORPORATION, generally appearing through its attorneys, Tyreen G. Torner and David Faustman,
17 Fox Rothschild LLP, hereby stipulate and agree as follows:

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

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

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

25 4. Entry of this Final Judgment is neither an admission nor a denial by Defendant
26 regarding any issue of law or fact in the above-captioned matter or any violation of any law;

27 5. The People and Defendant (collectively, “the Parties”) waive any right to set aside the
28 Final Judgment through any collateral attack, and further waive their right to appeal from the Final

1 Judgment.

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

5 **1. JURISDICTION**

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

8 **2. SETTLEMENT OF DISPUTED CLAIMS**

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

11 **3. DEFINITIONS**

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

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

22 “Party City Facility(ies)” means the permanent stores at fixed locations that operate on a
23 year-round basis within the State of California that Defendant formerly or currently owns or
24 operates, or any respective successor corporation or assignee owns or operates subsequent to the
25 effective date of this Final Judgment. Party City Facilities known on or about the effective date of
26 this Final Judgment are listed in Exhibit A-1.

27 “Halloween City Facility(ies)” includes all Toy City locations and means stores which are
28 formerly or currently owned, operated, licensed or leased by Defendant, within the state of California

1 or any respective successor corporation or assignee owned, operated, licensed or leased subsequent
2 to the effective date of this Final Judgment. These stores are/were temporary retail facilities that
3 operate/operated on a seasonal basis at locations subject to change from year to year. Halloween
4 City Facilities known on or about the effective date of this Final Judgment are listed in Exhibit A-2.

5 “PC/HC Facilities” means all Party City Facilities and Halloween City Facilities combined.

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

8 **4. INJUNCTIVE RELIEF**

9 **4.1. Applicability**

10 The provisions of this injunction are applicable to Defendant, including its successors and
11 assigns, and all persons, partnerships, corporations, and other entities acting under, by, through, on
12 behalf of, or in concert with Defendant with actual or constructive knowledge of this injunction.

13 **4.2. General Injunctive Provision**

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

21 **4.3. Specific Injunctive Provisions**

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

25 4.3.a. Disposing, or causing the disposal, of hazardous waste at a point not authorized by
26 law, in violation of Health and Safety Code sections 25189 and 25189.2;

27 4.3.b. Transporting, or causing to be transported, any hazardous waste to an unauthorized
28 location in California, in violation of Health and Safety Code section 25189.5;

1 4.3.c. Transporting, transferring custody of, or causing to be transported in California any
2 hazardous waste unless the transporter is registered to transport hazardous waste, in violation of
3 Health and Safety Code section 25163;

4 4.3.d. Failing to determine if a waste generated at its PC/HC Facilities is a hazardous waste,
5 in violation of California Code of Regulations, title 22, sections 66262.11 and 66260.200(c);

6 4.3.e. Failing to properly manage, identify the date of accumulation, or label containers of
7 hazardous waste at its PC/HC Facilities, in violation of California Code of Regulations, title 22,
8 section 66262.34;

9 4.3.f. Failing to lawfully and timely dispose of all hazardous waste accumulated at each of
10 its PC/HC Facilities, in violation of California Code of Regulations, title 22, section 66262.34;

11 4.3.g. Unlawfully storing, handling, or accumulating hazardous waste, in violation of Health
12 and Safety Code section 25123.3 and California Code of Regulations, title 22, sections 66262.34 and
13 66265.173;

14 4.3.h. Failing to conduct inspections of hazardous waste storage areas at each of its PC/HC
15 Facilities, in violation of California Code of Regulations, title 22, sections 66262.34 and 66265.174;

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

21 4.3.j. Failing to contact the owner or operator of a designated facility that was to receive
22 hazardous waste from Defendant to determine the status of the hazardous waste, in the event
23 Defendant has not received a copy of the manifest signed by all transporters and the facility operator
24 within thirty-five (35) days of the date the waste was accepted by the initial transporter, in violation
25 of Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section
26 66262.42;

27 4.3.k. Failing to timely notify the DTSC by filing an exception report concerning a
28 treatment, storage, or disposal facility's failure to return any executed manifest, in violation of Health

1 and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section 66262.42;

2 4.3.l. Failing to maintain copies of hazardous-waste manifests for three (3) years, in
3 violation of California Code of Regulations, title 22, section 66262.40;

4 4.3.m. Unlawfully failing to segregate incompatible hazardous-waste items, in violation of
5 California Code of Regulations, title 22, section 66265.177;

6 4.3.n. Failing to comply with employee training obligations pertaining to the handling of
7 hazardous waste at its PC/HC Facilities, in violation of California Code of Regulations, title 22,
8 section 66262.34(d) and 40 C.F.R. section 262.16(b)(9)(iii), or California Code of Regulations, title
9 22, section 66265.16, whichever may apply;

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

15 4.3.p. Failing to keep a record of each shipment of universal waste sent from any of its
16 PC/HC Facilities, in violation of California Code of Regulations, title 22, section 66273.39; or in the
17 alternative, failing to manage such waste as hazardous waste, in violation of Chapter 6.5 and its
18 implementing regulations in California Code of Regulations, title 22, including, but not limited to,
19 section 66262.34;

20 4.3.q. Failing to treat returned or discarded non-empty aerosol cans at its PC/HC Facilities
21 as universal waste or hazardous waste, in violation of California Code of Regulations, title 22,
22 section 66273.1 et seq.;

23 4.3.r. Failing to implement, maintain, or submit to the responsible CUPA, a complete
24 hazardous materials business plan for each of its PC/HC Facilities, in violation of Health and Safety
25 Code sections 25505, 25507, and 25508, and California Code of Regulations, title 19, section 2650;

26 4.3.s. Failing to implement, maintain, and comply with an employee-training program on
27 hazardous materials, in violation of Health and Safety Code section 25505(a)(4) and California Code
28 of Regulations, title 19, section 2659;

1 4.3.t. Failing to immediately report any release or threatened release of a reportable quantity
2 of any hazardous material from any of its PC/HC Facilities into the environment, in violation of
3 Health and Safety Code section 25510;

4 4.3.u. Failing to dispose of customer records without first shredding, erasing, or otherwise
5 modifying the personal information in those records to make it unreadable or undecipherable, in
6 violation of Civil Code section 1798.81.

7 **4.4. Compliance Assurance Program**

8 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, and 25515.8,
9 and Business and Professions Code section 17203, Defendant shall expend a minimum of
10 \$212,000.00 DOLLARS (\$212,000.00) on compliance assurance programs described in this
11 paragraph to augment the prohibitory injunctive provisions of this Final Judgment.

12 4.4.a. California Compliance Employee. Defendant shall employ at least one (1) full-time
13 employee, or equivalent, responsible for environmental, health, regulatory, and safety compliance
14 assurance at its PC/HC Facilities (“Full-Time Employee”) for a period of five (5) years after the
15 effective date of this Final Judgment. This Full-Time Employee may be employed by Defendant or
16 a Defendant affiliate, subsidiary, or parent, and may be employed in Defendant’s locations within
17 or outside of California. The Full-Time Employee may also have other responsibilities not related
18 to hazardous waste, including, without limitation, environmental, health, regulatory, and safety
19 matters. Defendant shall make good faith efforts to continually staff this position, but it is
20 recognized that there may be an occasional vacancy due to staffing transitions or other staffing
21 interruptions.

22 4.4.b. Training. Defendant shall maintain proof the training required by California Code of
23 Regulations, title 22, section 66265.16 for employees employed as follows:

24 4.4.b.1. For each training conducted to ensure compliance with Chapters 6.5 and
25 6.95 of Division 20 of the Health and Safety Code, Defendant shall maintain
26 documentation sufficient to identify which employees received training, the nature
27 of such training, on what dates and include the employee’s signature acknowledging
28 attendance at the training. Such records may be maintained electronically in a

1 manner that allows retrieval of the records upon request by governmental inspection
2 within five (5) business days. This documentation is referred to here as the "Training
3 Roster(s)."

4 4.4.b.2. Defendant shall not permit an employee to provide labor or services
5 relating to the storage or disposal of hazardous waste if the employee has not
6 received the required training, or more than one year has elapsed since the employee
7 was last trained, as required by California Code of Regulations, title 22, section
8 66265.16.

9 4.4.b.3. With regard to Party City Facilities:

10 a. Defendant shall maintain a copy of the Training Roster evidencing
11 each store management personnel's and each permanent employee's
12 training at each Party City Facility within fourteen days (14) from the
13 start of employment in that position. Such records shall be maintained
14 where the employee provides any labor or services, or in the case of
15 an employee who provides labor or services for more than one
16 location, at the employee's primary work location, to be designated
17 by Defendant, for a period of five (5) years from the date the training
18 was conducted, regardless of the duration of the employee's
19 employment. In the event that the Training Rosters are not available
20 during a governmental inspection, Defendant shall provide the
21 Training Rosters to the inspector by the close of the following
22 business day.

23 b. Defendant shall review the Training Roster on a quarterly basis to
24 ensure each employee at the Party City Facility has received the
25 training required under California Code of Regulations, title 22,
26 section 66265.16, and that less than one year has elapsed since the
27 employee last received the required training.
28

1 c. Defendant shall promptly make available upon request by any CUPA
2 Inspector, peace officer, agent of the Department of Justice,
3 California Environmental Protection Agency, the DTSC, or District
4 Attorney all Training Rosters for each Party City Facility. In the
5 event that such records are not available at the time such request is
6 made, Defendant shall provide such Training Rosters to the
7 requesting party within three business days.

8 4.4.b.4 With regard to each Halloween City Facility:

9 d. Defendant shall maintain a copy of the Training Roster evidencing
10 each store management personnel's receipt of training within fourteen
11 days (14) from the start of employment in that position. Such records
12 shall be maintained at each Halloween City Facility where the
13 employee provides any labor or services or in the case of an
14 employee who provides labor or services for more than one location,
15 at the employee's primary work location, to be designated by
16 Defendant, regardless of the duration of the employee's employment.
17 Defendant shall, at each Halloween City Facility, maintain a copy of
18 that facility's Training Roster for the period of time the Halloween
19 City Facility is owned, leased or operated. In the event that such
20 Training Rosters are not available during a governmental inspection
21 of a Halloween City Facility, Defendant shall provide such Training
22 Rosters to the inspector by the close of the following business day.
23 For five (5) years from the date the training was conducted,
24 Defendant shall maintain a copy of that Training Roster at corporate
25 headquarters to be available upon request by governmental agencies.
26 e. Defendant shall promptly make available upon request by any CUPA
27 Inspector, peace officer, agent of the Department of Justice,
28 California Environmental Protection Agency, the DTSC, or District

1 Attorney all Training Rosters for each Facility. In the event that such
2 records are not available at the time such request is made, Defendant
3 shall provide such records to the requesting party within five (5) days
4 of receipt of the request.

5 4.4.c. Waste Audits—retail stores. Defendant shall conduct on an annual basis, through an
6 independent third-party auditor, audits of at least ten percent (10%) of their then existing Party City
7 Facilities and at least five percent (5%) of their then existing Halloween City Facilities to assure
8 their ongoing compliance with the requirements of this Final Judgment. In determining the number
9 of PC/HC Facilities requiring an audit for a calendar year, the auditor shall make the calculation
10 using the number of Party City Facilities that were open as of January 1 of that calendar year and
11 the number of Halloween City Facilities that were open as of September 15 of that calendar year.
12 Each audit shall include an unannounced inspection of the PC/HC Facilities' trash containers,
13 dumpster(s), hazardous-waste storage area(s), and compactor(s). Notice of the findings of such
14 audits shall be provided to Defendant.

15 4.4.c.1. In the event an independent third-party audit finds any violation(s) of
16 Chapter 6.5 or Chapter 6.95 of Division 20 of the California Health and Safety
17 Code, or the regulations promulgated under these chapters, Defendant shall, within
18 30 days of receiving notice of a finding, deliver a notice detailing the violation(s) to
19 each employee employed at the facility where any violation was found and provide a
20 brief training to remind each employee how to properly handle hazardous waste and
21 to ensure the cited violation does not re-occur.

22 4.4.c.2. For Party City Facilities Only.

23 a. In the event an independent third-party audit finds fifty percent (50%)
24 or more of the Party City Facilities inspected during a calendar year
25 have one or more violations of Chapter 6.5 or Chapter 6.95 of
26 Division 20 of the California Health and Safety Code, or the
27 regulations promulgated under these chapters, Defendant shall, within
28 90 days of receiving notice of a finding, (1) require that every

1 employee at Party City Facilities with violations, whose
2 responsibilities include hazardous-waste management, complete a
3 refresher course on compliance with California hazardous waste and
4 hazardous material law, and (2) deliver to every employee at all Party
5 City Facilities a notice reminding each employee how to properly
6 handle hazardous waste.

7 b. In the event an independent third-party audit finds seventy-five
8 percent (75%) or more of the Party City Facilities inspected during a
9 calendar year have one or more violations of Chapter 6.5 or Chapter
10 6.95 of Division 20 of the California Health and Safety Code, or the
11 regulations promulgated under these chapters, Defendant shall, within
12 90 days of receiving notice of reaching this seventy-five percent
13 (75%) or more threshold level: (1) require that every employee at
14 Party City Facilities, whose responsibilities include hazardous-waste
15 management, complete a refresher course on compliance with
16 California hazardous waste and hazardous material law; (2) provide
17 the notices required in the above paragraph 4.4.b.2; and (3) deliver to
18 each regional manager and district manager a notice stating that
19 seventy-five percent (75%) of the Party City Facilities audited had
20 one or more violations of Chapter 6.5 or Chapter 6.95 of Division 20
21 of the California Health and Safety Code, or the regulations
22 promulgated under those chapters.

23 4.4.d. By September 15 of each year, Defendant shall provide to the People's
24 representatives as set forth in Exhibit B, a complete list of all Halloween City Facilities in operation
25 for that calendar year. This list shall include the address, manager name, and EPA ID # for each
26 Halloween City facility.

27 ///

28 ///

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

3 **5.1. Civil Penalties**

4 Within twenty-one (21) business days after entry of this Final Judgment, Defendant shall pay
5 SIX HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$637,500.00) as
6 civil penalties pursuant to Health and Safety Code sections 25189 and 25515 and Business and
7 Professions Code section 17206, in accordance with the terms of Exhibits B-1 and B-2.

8 **5.2. Supplemental Environmental Projects**

9 Within twenty-one (21) business days after entry of this Final Judgment, Defendant shall pay
10 ONE HUNDRED SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$106,250.00) for
11 supplemental environmental projects identified in, and in accordance with the terms of, Exhibit C.

12 **5.3. Reimbursement of Costs of Investigation and Enforcement**

13 Within twenty-one (21) business days after entry of this Final Judgment, Defendant shall pay
14 ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00) for reimbursement of
15 attorney's fees, costs of investigation, and other costs of enforcement, to the entities identified in, and
16 in accordance with the terms of, Exhibits D-1 and D-2.

17 **5.4. Payments and Expenditures**

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

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

23 6.1. This Final Judgment is a final and binding resolution and settlement of all claims,
24 violations and causes of action arising from the matters and allegations set forth in the Complaint as
25 to Defendant's PC/HC Facilities listed in Exhibits A-1 and A-2, and shall be known as "Covered
26 Matters."

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

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

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

13 6.4. Defendant covenants not to pursue any civil or administrative claims against the
14 People or against any agency of the State of California, or any county or city in the State of
15 California, or any CUPA, Participating Agency or local agency (collectively, "Agencies"), or against
16 any of their officers, employees, representatives, agents, or attorneys, arising out of or related to any
17 Covered Matter and arising before entry of this Final Judgment; provided, however, that if any
18 Agencies initiate claims against Defendant, Defendant retains any and all rights and defenses against
19 such Agencies.

20 **7. EFFECT OF FINAL JUDGMENT**

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

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

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

1 Judgment, Defendant retains all defenses to any such later enforcement action. Prior to taking any
2 action to enforce the injunctive provisions of this Final Judgment by civil contempt or pursuant
3 to California Business and Professions Code section 17207, the Yolo County District Attorney's
4 Office shall provide Defendants with at least ten (10) days' notice before filing any such action.

5 **9. INTERPRETATION**

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

9 **10. INTEGRATION**

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

15 **11. FUTURE REGULATORY CHANGES**

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

22 **12. TERMINATION OF COMPLIANCE PROGRAM**

23 Defendant's obligations to engage in a compliance program pursuant to Paragraph 4.4 of this
24 Final Judgment shall terminate five (5) years after the Effective Date of this Final Judgment,
25 provided that Defendant has already paid and expended all amounts required under the Final
26 Judgment.

27 **13. NOTICE**

28 Unless otherwise specified in this Final Judgment, all notices under this Final Judgment shall

1 be made in writing, by both email and mail, and addressed to the persons identified in Exhibit B.
2 Any Party may, by written notice to the other Parties, change its designated notice recipient or notice
3 address.

4 **14. CONTINUING JURISDICTION**

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

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

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

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

13 Defendant shall make no request of the People to pay its attorney fees, expert witness fees
14 and costs, or any other costs of litigation or investigation incurred to date.

15 **17. COUNTERPART SIGNATURES**

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

19 **18. INCORPORATION OF EXHIBITS**

20 Exhibits "A" through "D-2" are incorporated herein by reference.

21 **19. MODIFICATION**

22 The injunctive provisions of this Final Judgment may be modified only on noticed motion by
23 one of the Parties with approval of the Court, or upon stipulation by the Parties and the approval of
24 the Court.

25 **20. TERMINATION OF PERMANENT INJUNCTION**

26 At any time after this Final Judgment has been in effect for five (5) years, and Defendant has
27 paid and expended all amounts required under the Final Judgment, Defendant may move to terminate
28 the injunctive provisions in Paragraphs 4.2 and 4.3 pursuant to Code of Civil Procedure section 533

1 and Civil Code section 3424. After this Final Judgment has been in effect for seven (7) years, and
2 Defendant has paid and expended all amounts required under the Final Judgment, the injunctive
3 provisions in Paragraphs 4.2 and 4.3 will terminate automatically.

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

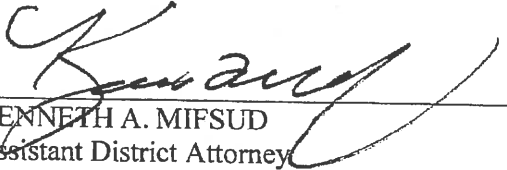
5 This Final Judgment shall become effective upon entry. The Parties need not file a Notice of
6 Entry of Judgment.

7
8 **IT IS SO STIPULATED.**

9
10 **FOR THE PEOPLE:**

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

13 DATED: 4-9-19

14 By: 
15 KENNETH A. MIFSUD
16 Assistant District Attorney

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

19 DATED: _____

20 By: _____
21 ROBERT E. NICHOLS
22 Deputy District Attorney

23 DIANA BECTON, District Attorney
24 County of Contra Costa, State of California

25 DATED: _____

26 By: _____
27 STACEY GRASSINI
28 Deputy District Attorney

1 and Civil Code section 3424. After this Final Judgment has been in effect for seven (7) years, and
2 Defendant has paid and expended all amounts required under the Final Judgment, the injunctive
3 provisions in Paragraphs 4.2 and 4.3 will terminate automatically.

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

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

7
8 **IT IS SO STIPULATED.**

9
10 **FOR THE PEOPLE:**

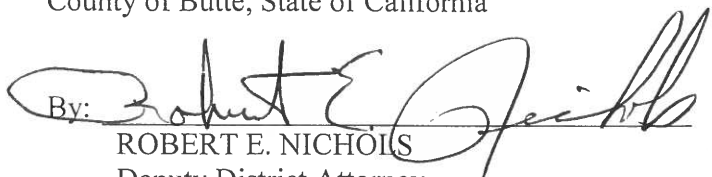
11 NANCY E. O'MALLEY, District Attorney
12 County of Alameda, State of California

13 DATED: _____

14 By: _____
15 KENNETH A. MIFSUD
16 Assistant District Attorney

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

19 DATED: 4/9/19

20 By: 
21 ROBERT E. NICHOLS
22 Deputy District Attorney

23 DIANA BECTON, District Attorney
24 County of Contra Costa, State of California

25 DATED: _____

26 By: _____
27 STACEY GRASSINI
28 Deputy District Attorney

1 and Civil Code section 3424. After this Final Judgment has been in effect for seven (7) years, and
2 Defendant has paid and expended all amounts required under the Final Judgment, the injunctive
3 provisions in Paragraphs 4.2 and 4.3 will terminate automatically.

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

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

7
8 **IT IS SO STIPULATED.**

9
10 **FOR THE PEOPLE:**

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

13 DATED: _____

14 By: _____
15 KENNETH A. MIFSUD
16 Assistant District Attorney

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

19 DATED: _____

20 By: _____
21 ROBERT E. NICHOLS
22 Deputy District Attorney

23 DIANA BECTON, District Attorney
24 County of Contra Costa, State of California

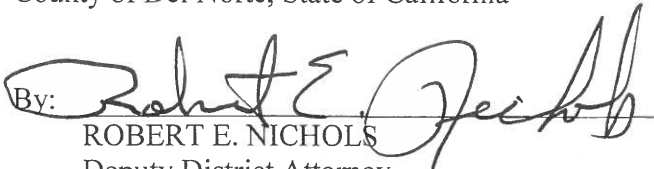
25 DATED: 3/28/19

26 By: 
27 STACEY GRASSINI
28 Deputy District Attorney

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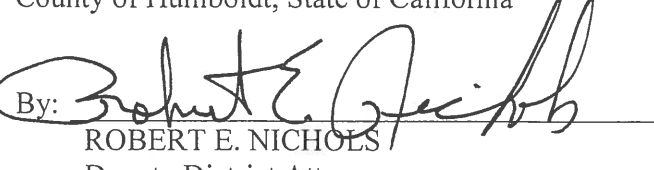
KATHERINE MICKS, District Attorney
County of Del Norte, State of California

DATED: 4/9/19

By: 
ROBERT E. NICHOLS
Deputy District Attorney


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

DATED: 4/9/19

By: 
ROBERT E. NICHOLS
Deputy District Attorney

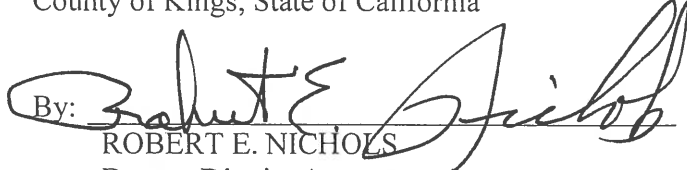
GILBERT G. OTERO, District Attorney
County of Imperial, State of California

DATED: 4/9/19

By: 
ROBERT E. NICHOLS
Deputy District Attorney

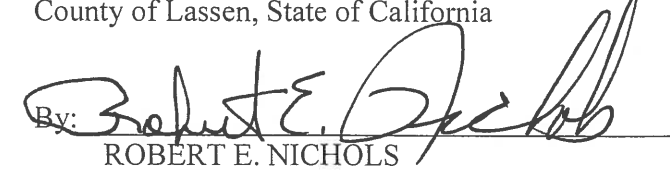
KEITH L. FAGUNDES, District Attorney
County of Kings, State of California

DATED: 4/9/19

By: 
ROBERT E. NICHOLS
Deputy District Attorney

S. MELYSSAH RIOS, District Attorney
County of Lassen, State of California

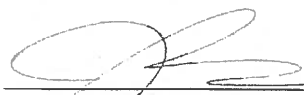
DATED: 4/9/19

By: 
ROBERT E. NICHOLS
for DAVID B. EVANS
Senior Deputy District Attorney

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

DATED: 2/28/19

By: 
JESSICA BROWN
Supervising Deputy City Attorney

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

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

LORI E. FRUGOLI, District Attorney
County of Marin, State of California

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

KIMBERLY LEWIS, District Attorney
County of Merced, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
JESSICA BROWN
Supervising Deputy City Attorney

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

DATED: 4-10-19

By: *Daniel Wright*
DANIEL J. WRIGHT
Deputy District Attorney

LORI E. FRUGOLI, District Attorney
County of Marin, State of California

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

KIMBERLY LEWIS, District Attorney
County of Merced, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____

JESSICA BROWN
Supervising Deputy City Attorney

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

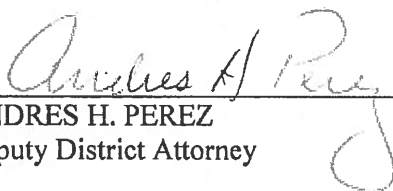
DATED: _____

By: _____

DANIEL J. WRIGHT
Deputy District Attorney

LORI E. FRUGOLI, District Attorney
County of Marin, State of California

DATED: 3-28-19

By: 

ANDRES H. PEREZ
Deputy District Attorney

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

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

KIMBERLY LEWIS, District Attorney
County of Merced, State of California

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
JESSICA BROWN
Supervising Deputy City Attorney

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

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

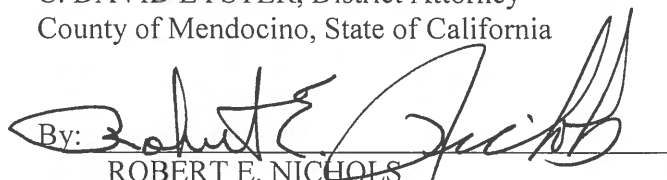
LORI E. FRUGOLI, District Attorney
County of Marin, State of California

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

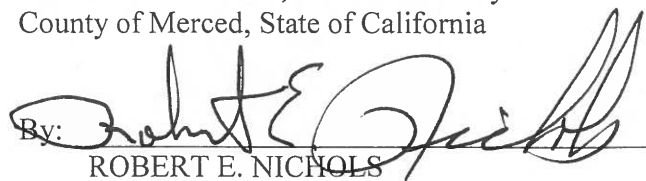
C. DAVID EYSTER, District Attorney
County of Mendocino, State of California

DATED: 4/9/19

By: 
ROBERT E. NICHOLS
Deputy District Attorney

KIMBERLY LEWIS, District Attorney
County of Merced, State of California

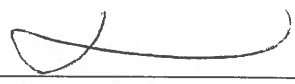
DATED: 4/9/19

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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JEANNINE M. PACIONI, District Attorney
County of Monterey, State of California

DATED: 7/1/09

By: 
DIJE NDREU
Deputy District Attorney

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

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

TODD SPITZER, District Attorney
County of Orange, State of California

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

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

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

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JEANNINE M. PACIONI, District Attorney
County of Monterey, State of California

DATED: _____

By: _____
DIJE NDREU
Deputy District Attorney

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

DATED: 4/2/19

By: 
PATRICK COLLINS
Deputy District Attorney

TODD SPITZER, District Attorney
County of Orange, State of California

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

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

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

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JEANNINE M. PACIONI, District Attorney
County of Monterey, State of California

DATED: _____

By: _____
DIJE NDREU
Deputy District Attorney


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

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

TODD SPITZER, District Attorney
County of Orange, State of California

DATED: 4/8/19

By: 
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

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

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

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JEANNINE M. PACIONI, District Attorney
County of Monterey, State of California

DATED: _____

By: _____
DIJE NDREU
Deputy District Attorney

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

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

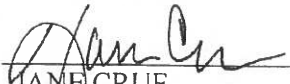
TODD SPITZER, District Attorney
County of Orange, State of California

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: 4/2/19

By: 
JANE CRUE
Deputy District Attorney

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

DATED: _____

By: _____
LAUREN R. MARTINEAU
Deputy District Attorney

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JEANNINE PACIONI, District Attorney
County of Monterey, State of California

DATED: _____

By: _____
DIJE NDREU
Deputy District Attorney

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

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

TODD SPITZER, District Attorney
County of Orange, State of California

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

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

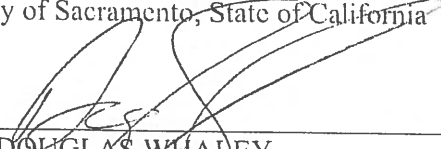
DATED: April 4, 2019

By: 
LAUREN R. MARTINEAU
Deputy District Attorney

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

DATED: April 5 2019

By: 
DOUGLAS WALELEY
Supervising Deputy District Attorney

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DOUGLAS POSTON
Deputy District Attorney

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

DATED: _____

By: _____
MARK ANKCORN
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: _____

By: _____
GREGORY ALKER
Assistant District Attorney

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

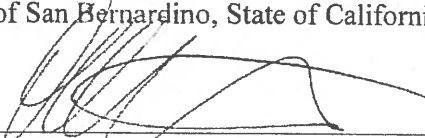
DATED: _____

By: _____

DOUGLAS WHALEY
Supervising Deputy District Attorney

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: 4/8/19

By: 

DOUGLAS POSTON
Deputy District Attorney

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

DATED: _____

By: _____

MARK ANKCORN
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: _____

By: _____

GREGORY 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

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DOUGLAS POSTON
Deputy District Attorney

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

DATED: April 5, 2019

By: 
MARK ANKCORN
Chief 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: _____

By: _____
GREGORY 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

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DOUGLAS POSTON
Deputy District Attorney

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

DATED: _____

By: _____
MARK ANKCORN
Deputy City Attorney

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

DATED: 4/5/19

By: *Elizabeth McClutchey*
ELIZABETH MCCLUTCHEY
Deputy District Attorney

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

DATED: _____

By: _____
GREGORY 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

JASON ANDERSON, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DOUGLAS POSTON
Deputy District Attorney

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

DATED: _____

By: _____
MARK ANKCORN
Deputy City Attorney

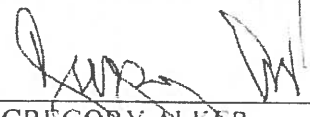
SUMMER STEPHAN, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

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

DATED: 4/10/2019

By: 
GREGORY ALKER
Assistant District Attorney

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

DATED: 4/2/19

By: *Celeste Kaisch*
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: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

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

DATED: _____

By: _____
BUD PORTER
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: 4/10/19

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

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

DATED: _____

By: _____
BUD PORTER
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

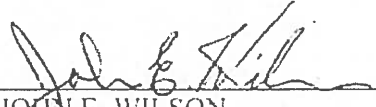
DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____
ERIC J. DOBROTH
Assistant District Attorney

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

DATED: 4/2/19

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

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

DATED: _____

By: _____
BUD PORTER
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

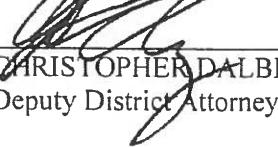
STEPHEN M. WAGSTAFFE, District Attorney
County of San Mateo, State of California

DATED: _____

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

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

DATED: 4/3/2019

By: 
CHRISTOPHER DALBEY
Deputy District Attorney

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

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

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County of San Joaquin, State of California

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

DATED: 3/29/19

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: 4/1/19

By: *Diane Newman*
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

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ROBERT E. NICHOLS
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County of Shasta, State of California

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By: _____
ANAND B. JESRANI
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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: 4/10/19

By: 
MATTHEW CHEEVER
Deputy District Attorney

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

DATED: _____

By: _____
RICHARD B. MURY, III
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DATED: _____

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County of Solano, State of California

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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: 4-9-19

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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County of Shasta, State of California

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Deputy District Attorney

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County of Solano, State of California

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Deputy District Attorney

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County of Stanislaus, State of California

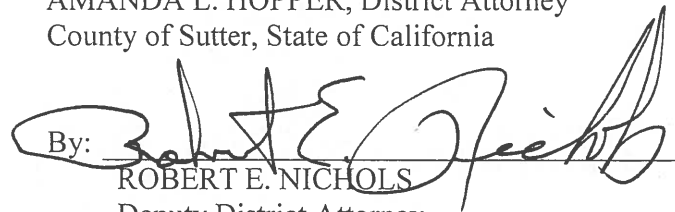
DATED: _____

By: _____

RICHARD B. MURY, III
Deputy District Attorney

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

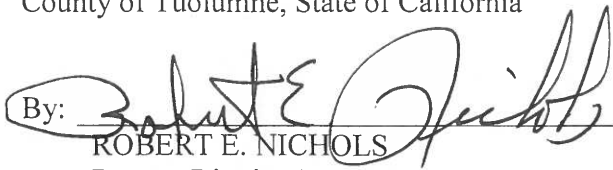
DATED: 4/9/19

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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LAURA L. KRIEG, District Attorney
County of Tuolumne, State of California

DATED: 4/9/19

By: 
ROBERT E. NICHOLS
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 PARTY CITY CORPORATION:

DATED: _____

By: _____
JOE ZEPF
Vice President, General Counsel & Secretary
Party City Corporation

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: _____

By: _____
TYREEN G. TORNER
Attorney for Party City Corporation

IT IS SO ORDERED.

DATED: _____

By: _____
JUDGE OF THE SUPERIOR COURT

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LAURA L. KRIEG, District Attorney
County of Tuolumne, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/28/2019

By: *Mitchell F. Disney*
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 PARTY CITY CORPORATION:

DATED: _____

By: _____
JOE ZEPF
Vice President, General Counsel & Secretary
Party City Corporation

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TYREEN G. TORNER
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LAURA L. KRIEG, District Attorney
County of Tuolumne, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
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: 4/15/19

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

FOR PARTY CITY CORPORATION:

DATED: _____

By: _____
JOE ZEPF
Vice President, General Counsel & Secretary
Party City Corporation

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: _____

By: _____
TYREEN G. TORNER
Attorney for Party City Corporation

IT IS SO ORDERED.

DATED: _____

By: _____
JUDGE OF THE SUPERIOR COURT

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LAURA L. KRIEG, District Attorney
County of Tuolumne, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney


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County of Yolo, State of California

DATED: _____

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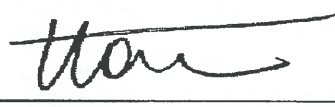
FOR PARTY CITY CORPORATION:

DATED: April 16, 2017

By:  _____
JOE ZEPE
Vice President, General Counsel & Secretary
Party City Corporation

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: April 17, 2017

By:  _____
TYREEN G. TORNER
Attorney for Party City Corporation

IT IS SO ORDERED.

DATED: APR 18 2019

By: Stephen L. Mock _____
JUDGE OF THE SUPERIOR COURT

Exhibit A-1

Exhibit A-1 -- California Party City Facilities

	Store #	Address	City	County	Store Open Date	Store Closure Date
1	987	2251 S Shore Center	Alameda	Alameda	9/15/2017	
2	1219	39210 Fremont HUB, Suite 211	Fremont	Alameda	10/5/2004	
3	644	4575 Rosewood Drive	Pleasanton	Alameda	1/27/1999	
4	635	15584 Hesperian Blvd	San Lorenzo	Alameda	7/20/1998	
5	1213	30761 Dyer St	Union City	Alameda	11/16/1999	
6	444	2470 Sand Creek Rd	Brentwood	Contra Costa	12/2/2002	
7	419	4211 Century Blvd	Pittsburg	Contra Costa	9/5/2008	6/18/2016
8	1203	545 Contra Costa Blvd	Pleasant Hill	Contra Costa	12/29/1997	
9	626	3500A Klose Way	Richmond	Contra Costa	5/26/1998	
10	917	3460 Broadway	Eureka	Humboldt	12/8/2015	
11	401	3009 S Dogwood Rd	El Centro	Imperial	9/12/2008	
12	968	1842 W Lacey Ave	Hanford	Kings	12/23/2016	
13	544	2500 W Commonwealth Ave, B	Alhambra	Los Angeles	9/4/1996	
14	541	3060 Baldwin Park Blvd, Suite C-100	Baldwin Park	Los Angeles	6/22/1997	
15	1504	2011 N Hollywood Way	Burbank	Los Angeles	12/27/1997	
16	622	208 Towne Center Drive	Compton	Los Angeles	4/28/2009	
17	976	1100 Jefferson Blvd	Culver City	Los Angeles	12/16/2016	
18	607	7171 Firestone Blvd	Downey	Los Angeles	10/8/1997	
19	1521	12076 Lakewood Blvd	Downey	Los Angeles	5/19/2006	
20	965	7600 S Alameda St	Huntington Park	Los Angeles	12/19/2016	
21	1401	44600 Valley Central Way, Suite 103	Lancaster	Los Angeles	12/29/1997	
22	605	7571 Carson Blvd	Long Beach	Los Angeles	3/2/1999	
23	439	2935 Los Feliz Blvd	Los Angeles	Los Angeles	7/14/2004	
24	514	2480 S Sepulveda Blvd	Los Angeles	Los Angeles	9/28/1995	
25	1505	12121 W Pico Blvd	Los Angeles	Los Angeles	12/29/1997	
26	459	622 W Huntington Dr	Monrovia	Los Angeles	12/18/2002	
27	743	39451 10th Street West	Palmdale	Los Angeles	3/18/2011	
28	573	3353 E Foothill Blvd	Pasadena	Los Angeles	9/29/1998	
29	436	8620 Washington Blvd	Pico Rivera	Los Angeles	9/16/2002	1/6/2018
30	752	19389 Victory Blvd	Reseda	Los Angeles	8/8/2011	
31	580	852 W Arrow Hwy	San Dimas	Los Angeles	2/2/1998	
32	920	19037 Golden Valley Rd	Santa Clarita	Los Angeles	12/8/2015	
33	1517	27029 McBean Pkwy	Santa Clarita	Los Angeles	3/22/2002	
34	634	13360 E. Telegraph Road	Santa Fe Springs	Los Angeles	8/3/1998	
35	75	24333 Crenshaw Blvd	Torrance	Los Angeles	N/A	1/6/2013
36	669	19670 Hawthorne Blvd	Torrance	Los Angeles	9/15/1998	
37	1506	25361 Crenshaw Blvd	Torrance	Los Angeles	12/29/1997	
38	559	25670 The Old Rd	Valencia	Los Angeles	10/11/1997	1/5/2018
39	639	7882 Van Nuys Blvd	Van Nuys	Los Angeles	9/28/1998	
40	560	2620 E Workman Ave, Space 2	West Covina	Los Angeles	12/8/1998	
41	442	6559 Fallbrook Ave	West Hills	Los Angeles	1/24/2003	
42	1201	2056-2060 Redwood Hwy	Greenbrae	Marin	N/A	1/17/2010
43	420	208 Vintage Way, Suite K-19	Novato	Marin	9/21/1999	1/1/2018
44	837	125 Gen Stillwell Dr.	Marina	Monterey	12/6/2012	
45	470	1684 N Main St	Salinas	Monterey	1/24/2003	
46	506	418 N Euclid St	Anaheim	Orange	6/29/1996	
47	566	2485 E Imperial Hwy	Brea	Orange	3/11/1998	
48	874	2200 Harbor Blvd, Suite P-110	Costa Mesa	Orange	8/12/2013	
49	1512	1521 S Harbor Blvd	Fullerton	Orange	12/29/1997	
50	736	9661 Chapman Ave	Garden Grove	Orange	8/12/2011	2/16/2018

Exhibit A-1 -- California Party City Facilities

	Store #	Address	City	County	Store Open Date	Store Closure Date
51	749	16100 Beach Blvd	Huntington Beach	Orange	9/21/1996	
52	520	1441 W. Imperial Hwy	La Habra	Orange	9/24/1996	
53	751	27110 Alicia Pkwy	Laguna Niguel	Orange	1/25/2002	
54	437	27835 Santa Margarita Pkwy	Mission Viejo	Orange	8/14/2002	
55	1514	25410 Marguerite Pkwy	Mission Viejo	Orange	12/29/1997	
56	679	763 S Main St	Orange	Orange	10/15/1998	
57	1520	1500 E Village Way, Suite 2364	Orange	Orange	5/9/2005	
58	76	3837 S Bristol St	Santa Ana	Orange	9/3/1993	
59	548	2826 El Camino Real	Tustin	Orange	12/16/1997	
60	563	1917 Douglas Blvd, Suite 89	Roseville	Placer	8/16/1997	9/17/2017
61	1301	6748 Stanford Ranch Rd	Roseville	Placer	8/13/1999	
62	934	300 S Highland Springs Ave, Unit 1-B	Banning	Riverside	9/9/2016	
63	1508	2415 Tuscany St, Suite 101	Corona	Riverside	3/22/2006	
64	918	3629 West Florida Avenue	Hemet	Riverside	1/29/2016	
65	760	42800 Jackson Ave	Indio	Riverside	8/5/2011	
66	883	30115 Haun Road	Menifee	Riverside	12/22/2015	
67	486	12339 Limonite Ave	Mira Loma	Riverside	7/13/2007	
68	906	5200 E Ramon Rd, Suite B-4	Palm Springs	Riverside	4/14/2015	
69	750	2550 Canyon Springs Pkwy, Suite H	Riverside	Riverside	9/25/2008	
70	882	6302 Sunrise Blvd	Citrus Heights	Sacramento	7/22/2014	
71	1304	7440 Laguna Blvd, 104	Elk Grove	Sacramento	2/5/2001	
72	1305	2780 E Bidwell St, 100	Folsom	Sacramento	3/26/2003	
73	9921	13000 Folsom Blvd, 201	Folsom	Sacramento	N/A	1/25/2010
74	449	1692 Arden Way	Sacramento	Sacramento	9/16/2002	
75	921	8222 Delta Shores Cir S	Sacramento	Sacramento	8/18/2017	
76	427	3850 Grand Ave	Chino	San Bernardino	9/7/2002	
77	582	5549 Philadelphia St, Ste B	Chino	San Bernardino	9/6/1997	
78	1513	4440 Ontario Mills Pkwy	Ontario	San Bernardino	N/A	1/3/2015
79	443	11098 Foothill Blvd, Suite 110	Rancho Cucamonga	San Bernardino	7/29/2002	
80	1510	27588 W Lugonia Ave	Redlands	San Bernardino	1/18/2005	
81	1509	338 South Mountain Blvd.	Upland	San Bernardino	8/27/2014	
82	1519	12410 Amargosa Rd, Suite B	Victorville	San Bernardino	9/26/2006	
83	507	624 Palomar St	Chula Vista	San Diego	10/3/1994	
84	521	40 North 4th Avenue, Suite 120	Chula Vista	San Diego	6/21/1997	
85	707	2015 Birch Road	Chula Vista	San Diego	2/19/2011	
86	524	160 N 2nd St	El Cajon	San Diego	n/a	4/4/2015
87	592	2883 Jamacha Rd, Suite 12-E	El Cajon	San Diego	12/2/1998	
88	526	1016 N El Camino Real	Encinitas	San Diego	2/3/1997	
89	445	1109 W. Valley Parkway	Escondido	San Diego	11/25/2002	
90	572	2130 Vista Way	Oceanside	San Diego	10/17/1997	
91	661	157 South Las Posas Road	San Marcos	San Diego	8/20/2010	
92	441	9850 Mission Gorge Rd	Santee	San Diego	10/9/2002	
93	703	1685 Bryant St	San Francisco	San Francisco	9/4/2010	
94	935	2350 W Kettleman Lane, Suite 130	Lodi	San Joaquin	4/21/2017	
95	1306	2475 Naglee Rd	Tracy	San Joaquin	N/A	11/6/2010
96	571	151B Serramonte Center, Second Floor	Daly City	San Mateo	9/21/1997	
97	1211	1289 Veterans Blvd	Redwood City	San Mateo	12/29/1997	
98	858	2410 S Broadway	Santa Maria	Santa Barbara	12/5/2013	
99	810	20740 Stevens Creek Blvd.	Cupertino	Santa Clara	5/4/2012	
100	557	311 W Calaveras Blvd	Milpitas	Santa Clara	N/A	11/3/2013

Exhibit A-1 -- California Party City Facilities

	Store #	Address	City	County	Store Open Date	Store Closure Date
101	867	1007 Cochrane Road	Morgan Hill	Santa Clara	2/11/2014	
102	700	645 San Antonio Road, Unit 501-3	Mountain View	Santa Clara	N/A	4/23/2011
103	546	1600 Saratoga Ave, Suite 303	San Jose	Santa Clara	9/5/1997	
104	614	1986 Tully Rd	San Jose	Santa Clara	3/20/1998	
105	638	863 Blossom Hill Rd	San Jose	Santa Clara	8/11/1998	
106	896	5650 Cottle Road	San Jose	Santa Clara	12/3/2014	
107	1218	1448 Kooser Rd	San Jose	Santa Clara	12/29/1997	
108	1217	2205 El Camino Real	Santa Clara	Santa Clara	N/A	1/17/2010
109	9930	1777 Hwy 273, Suite 19	Anderson	Shasta	N/A	4/25/2012
110	876	1613 Hilltop Drive, Suites E-K	Redding	Shasta	6/24/2014	
111	498	1574 Gateway Blvd	Fairfield	Solano	2/6/2008	
112	1204	141 Plaza Dr, Suite B	Vallejo	Solano	2/6/2001	
113	1101	2675 Santa Rosa Ave	Santa Rosa	Sonoma	7/1/2014	
114	624	2401 McHenry Ave	Modesto	Stanislaus	8/1/1998	
115	414	3015 N Tegner Rd	Turlock	Stanislaus	4/24/2009	
116	1516	211 W Esplanade Dr	Oxnard	Ventura	9/27/2001	
117	1515	415 Cochran St, Suite 100	Simi Valley	Ventura	3/10/2000	
118	446	2715 Teller Rd	Thousand Oaks	Ventura	9/6/2002	
119	809	1386 E. Main Street	Woodland	Yolo	4/20/2012	

Exhibit A-2

Exhibit A-2 -- California Halloween City Facilities

	Store Number	Address	City	State	County	Lease Start Date	Date Closed
1	8394	1511 Park Street	Alameda	CA	Alameda	09/19/11	11/01/11
2	8383	1001 Eastshore Highway	Albany	CA	Alameda	09/07/12	11/03/12
3	8281	1001 Eastshore Highway	Albany	CA	Alameda	09/04/13	11/03/13
4	8383	2190 Shattuck Ave	Berkeley	CA	Alameda	09/06/11	11/01/11
5	8385	4922 Dublin Blvd	Dublin	CA	Alameda	01/01/2018	
6	8369	4922 Dublin Blvd.	Dublin	CA	Alameda	2016	2016
7	8385	4922 Dublin Blvd.	Dublin	CA	Alameda	2017	2017
8	8319	39210 Fremont Hub, Ste 211	Fremont	CA	Alameda	09/06/11	11/02/11
9	8338	39210 Fremont Hub, Ste 211	Fremont	CA	Alameda	08/30/13	11/03/13
10	8399	39418 Fremont Boulevard	Fremont	CA	Alameda	09/02/14	11/02/14
11	8352	43484 Boscell Road	Fremont	CA	Alameda	09/12/14	11/02/14
12	8399	43918 Boscell Road	Fremont	CA	Alameda	2016	2016
13	8314	664 Southland Mall	Hayward	CA	Alameda	09/06/11	11/02/11
14	8338	1600 N Vasco Road	Livermore	CA	Alameda	09/08/12	11/03/12
15	8319	4502 Las Positas	Livermore	CA	Alameda	2016	2016
16	8169	15100 Hesperian	San Leandro	CA	Alameda	2017	2017
17	8373	15100 Hesperian Blvd, Ste 400	San Leandro	CA	Alameda	09/08/11	11/02/11
18	8352	15555 E 14th St., Ste 200	San Leandro	CA	Alameda	8/1/2018	
19	8275	1515 Springfield Drive, Ste 150	Chico	CA	Butte	09/20/11	11/02/11
20	8330	801 East Ave, #240	Chico	CA	Butte	08/30/13	11/03/13
21	8399	801 East Ave, Ste 1	Chico	CA	Butte	09/12/12	11/03/12
22	8319	980 Mangrove	Chico	CA	Butte	09/09/14	11/03/14
23	8344	5491 Lone Tree Way	Brentwood	CA	Contra Costa	09/11/12	11/03/12
24	8338	1659 Willow Pass Road	Concord	CA	Contra Costa	09/18/11	11/02/11
25	8310	2400 Willow Pass, Ste D	Concord	CA	Contra Costa	09/23/14	11/03/14
26	8310	2400 Willow Pass, Ste D	Concord	CA	Contra Costa	09/11/15	11/03/15
27	8329	1212 Fitzgerald Drive	Pinole	CA	Contra Costa	09/09/11	11/02/11
28	8321	2100 North Park Boulevard	Pittsburg	CA	Contra Costa	09/06/11	11/01/11
29	8319	1601 Contra Costa Blvd	Pleasant Hill	CA	Contra Costa	09/14/12	11/03/12
30	8169	3500 Klose Way, Ste B	Richmond	CA	Contra Costa	09/30/14	11/02/14
31	8314	3700 Klose Way	Richmond	CA	Contra Costa	09/06/12	11/02/12
32	8048	4000 Klose Way	Richmond	CA	Contra Costa	09/14/15	11/03/15
33	8387	120 Sunset Drive	San Ramon	CA	Contra Costa	09/09/11	11/01/11
34	8253	1180 9th St	Crescent City	CA	Del Norte	09/07/12	11/03/12
35	8325	1626 Broadway Street	Eureka	CA	Humboldt	09/08/12	11/03/12
36	8352	3300 Broadway, Ste 804	Eureka	CA	Humboldt	09/16/13	11/02/13
37	8321	800 W Harris St, Ste 25	Eureka	CA	Humboldt	09/12/14	11/03/14
38	8352	800 W Harris St, Ste 25	Eureka	CA	Humboldt	09/19/15	11/03/15
39	8169	800 W Harris St., Ste 25	Eureka	CA	Humboldt	08/01/2018	
40	8400	800 W. Harris St #25	Eureka	CA	Humboldt	2016	2016
41	8341	800 W. Harris St. #25	Eureka	CA	Humboldt	2017	2017
42	8348	945 North Imperial Ave	El Centro	CA	Imperial	09/06/11	11/02/11
43	8391	945 North Imperial Ave	El Centro	CA	Imperial	08/28/15	11/03/15
44	8200	110 South 11th Avenue	Hanford	CA	Kings	2016	2016
45	8315	1842 W Lacey Blvd	Hanford	CA	Kings	09/06/11	11/02/11
46	8322	1842 W Lacey Blvd	Hanford	CA	Kings	09/07/12	11/03/12
47	8376	1842 W Lacey Blvd	Hanford	CA	Kings	09/06/13	11/03/13
48	8341	2555 Main St	Susanville	CA	Lassen	09/17/13	11/03/13
49	8364	846 East Valley Boulevard	Alhambra	CA	Los Angeles	09/26/15	11/03/15
50	8370	400 South Baldwin Ave, Ste 920L	Arcadia	CA	Los Angeles	09/23/11	11/02/11
51	8302	201 East Magnolia Blvd	Burbank	CA	Los Angeles	2016	2016
52	8203	201 W Magnolia Blvd	Burbank	CA	Los Angeles	2017	2017

Exhibit A-2 -- California Halloween City Facilities

	Store Number	Address	City	State	County	Lease Start Date	Date Closed
53	8211	683 N Victory Blvd	Burbank	CA	Los Angeles	07/15/2018	
54	8371	8201 Topanga Canyon Boulevard, Unit D	Canoga Park	CA	Los Angeles	08/08/2018	
55	8013	17510 Castleton St.	City of Industry	CA	Los Angeles	2016	2016
56	8346	17651 Colima Rd	City of Industry	CA	Los Angeles	09/06/11	11/02/11
57	8107	5730 Whittier Blvd	Commerce	CA	Los Angeles	08/15/2018	
58	8331	1318 North Azusa Avenue	Covina	CA	Los Angeles	09/03/15	11/03/15
59	8271	11136 Jefferson Blvd	Culver City	CA	Los Angeles	08/10/2018	
60	8354	12056 Lakewood Blvd	Downey	CA	Los Angeles	09/06/11	11/02/11
61	8037	715 West Redondo Beach Boulevard	Gardena	CA	Los Angeles	09/19/15	11/03/15
62	8279	12100 Carson St, Ste A	Hawaiian Gardens	CA	Los Angeles	09/24/13	11/03/13
63	8379	1807 N Hacienda Blvd	La Puente	CA	Los Angeles	09/06/11	11/02/11
64	8006	2333 Foothill Blvd	La Verne	CA	Los Angeles	09/24/13	11/03/13
65	8368	1801 West Ave J	Lancaster	CA	Los Angeles	2016	2016
66	8003	1810 W Avenue J	Lancaster	CA	Los Angeles	09/21/14	11/03/14
67	8078	1810 W Avenue J	Lancaster	CA	Los Angeles	09/04/15	11/03/15
68	8367	24911 Western Ave	Lomita	CA	Los Angeles	09/13/12	11/03/12
69	8030	450 The Promenade	Long Beach	CA	Los Angeles	2017	2017
70	8309	450 The Promenade North	Long Beach	CA	Los Angeles	07/15/2018	
71	8304	5545 E Stearns St	Long Beach	CA	Los Angeles	08/01/2018	
72	8078	6274 E Pacific Coast Highway	Long Beach	CA	Los Angeles	10/01/14	11/03/14
73	8211	6346 E. Pacific Coast Hwy	Long Beach	CA	Los Angeles	2017	2017
74	8311	6346 East Pacific Coast Hwy	Long Beach	CA	Los Angeles	2016	2016
75	8142	7440 Carson Blvd	Long Beach	CA	Los Angeles	2016	2016
76	8382	10861 Weyburn Ave Ste 202	Los Angeles	CA	Los Angeles	09/19/12	11/03/12
77	8368	11419 Santa Monica	Los Angeles	CA	Los Angeles	09/13/13	11/03/13
78	8218	1833 La Cienega Blvd, Ste A	Los Angeles	CA	Los Angeles	07/15/2018	
79	8142	2905 Los Feliz Blvd	Los Angeles	CA	Los Angeles	08/15/2018	
80	8201	3222 West Slauson Avenue	Los Angeles	CA	Los Angeles	09/29/15	11/03/15
81	8211	3443 S Sepulveda Blvd	Los Angeles	CA	Los Angeles	2016	2016
82	8328	4550 West Pico Blvd	Los Angeles	CA	Los Angeles	2016	2016
83	8386	4801 Venice Boulevard	Los Angeles	CA	Los Angeles	09/10/14	11/03/14
84	8307	5520 W Sunset Blvd	Los Angeles	CA	Los Angeles	09/17/11	11/02/11
85	8332	5520 W Sunset Blvd	Los Angeles	CA	Los Angeles	09/12/12	11/02/12
86	8382	5525 W Sunset Blvd	Los Angeles	CA	Los Angeles	09/04/13	11/03/13
87	8371	8655 S Sepulveda Blvd	Los Angeles	CA	Los Angeles	09/01/11	11/02/11
88	8354	2401 West Via Campo	Montebello	CA	Los Angeles	09/25/15	11/03/15
89	8383	2022 South Atlantic Boulevard	Monterey Park	CA	Los Angeles	09/29/15	11/03/15
90	8200	39626 10th Street West, Suite G	Palmdale	CA	Los Angeles	09/23/15	11/03/15
91	8346	248 E Colorado Blvd	Pasadena	CA	Los Angeles	09/05/12	11/03/12
92	8367	345 S Lake Ave Ste 112	Pasadena	CA	Los Angeles	09/06/11	11/02/11
93	8311	345 S Lake Ave, Ste 637-2	Pasadena	CA	Los Angeles	08/01/2018	
94	8331	475 S Lake Ave	Pasadena	CA	Los Angeles	09/07/13	11/03/13
95	8218	475 S Lake Ave	Pasadena	CA	Los Angeles	09/03/14	11/03/14
96	8203	8850 Washington Boulevard, Suite A	Pico Rivera	CA	Los Angeles	10/01/15	11/03/15
97	8331	8950 Washington Blvd	Pico Rivera	CA	Los Angeles	10/01/14	11/03/14
98	8077	696 W Holt Ave	Pomona	CA	Los Angeles	08/22/2018	
99	8390	28901 South Western Ave, Ste 137	Rancho Palos Verdes	CA	Los Angeles	09/06/11	11/02/11
100	8037	51B Peninsula Center	Rancho Palos Verdes	CA	Los Angeles	2016	2016
101	8351	19315 Saticoy Street, Unit C and E	Reseda	CA	Los Angeles	09/05/15	11/03/15
102	8004	51 Peninsula Center Suite B	Rolling Hills Estates	CA	Los Angeles	2017	2017
103	8279	24445 Magic Mountain Pkway	San Clarita	CA	Los Angeles	2016	2016
104	8375	533 West Arrow Highway	San Dimas	CA	Los Angeles	09/21/13	11/03/13

Exhibit A-2 -- California Halloween City Facilities

	Store Number	Address	City	State	County	Lease Start Date	Date Closed
105	8314	802 West Arrow Highway	San Dimas	CA	Los Angeles	09/20/15	11/03/15
106	8378	1230 San Fernando Rd, Ste G	San Fernando	CA	Los Angeles	09/22/12	11/03/12
107	8011	19037 Golden Valley Road	Santa Clarita	CA	Los Angeles	09/25/15	11/03/15
108	8381	19201 Golden Valley Rd	Santa Clarita	CA	Los Angeles	09/07/11	11/02/11
109	8330	13360 Telegraph Rd	Santa Fe Springs	CA	Los Angeles	09/08/15	11/03/15
110	8336	826 Wilshire Blvd	Santa Monica	CA	Los Angeles	10/06/12	11/03/12
111	8398	4845 Firestone Boulevard	South Gate	CA	Los Angeles	09/25/15	11/03/15
112	8078	4827 Firestone Blvd	South Gate	CA	Los Angeles	2016	2016
113	8346	26850 The Old Rd	Stevenson Ranch	CA	Los Angeles	09/02/15	11/03/15
114	8351	18131 Ventura Blvd	Tarzana	CA	Los Angeles	09/14/12	11/03/12
115	8358	18211 Ventura Blvd	Tarzana	CA	Los Angeles	09/07/11	11/02/11
116	8157	20026 Hawthorne Boulevard	Torrance	CA	Los Angeles	09/28/15	11/03/15
117	8218	24333 Crenshaw Blvd	Torrance	CA	Los Angeles	09/19/13	11/03/13
118	8328	16040 Sherman Way	Van Nuys	CA	Los Angeles	08/15/2018	
119	8382	7882 Van Nuys Blvd	Van Nuys	CA	Los Angeles	2017	2017
120	8142	7888-1 Van Nuys Blvd	Van Nuys	CA	Los Angeles	09/26/14	11/03/14
121	8379	7888-2 Van Nuys Boulevard	Van Nuys	CA	Los Angeles	09/19/15	11/03/15
122	8289	7600 Alameda Street	Walnut Park	CA	Los Angeles	09/25/15	11/03/15
123	8392	2753 E Eastland Center Dr, Ste 1450	West Covina	CA	Los Angeles	09/16/14	11/02/14
124	8328	2753 E Eastland Center Dr, Ste 1450	West Covina	CA	Los Angeles	09/16/15	11/03/15
125	8384	22950 Victory Blvd	Woodland Hills	CA	Los Angeles	09/18/13	11/03/13
126	8348	22950 Victory Blvd	Woodland Hills	CA	Los Angeles	09/12/14	11/03/14
127	8279	23361 Mulholland Dr	Woodland Hills	CA	Los Angeles	09/06/11	11/02/11
128	8048	180 Donahue Street	Marin City	CA	Marin	10/01/14	11/02/14
129	8369	600 Francisco Blvd W	San Rafael	CA	Marin	08/10/2018	
130	8326	901 S State Street	Ukiah	CA	Mendocino	09/16/11	11/02/11
131	8317	901 S State Street	Ukiah	CA	Mendocino	09/18/12	11/03/12
132	8321	901 S State Street	Ukiah	CA	Mendocino	09/14/13	11/03/13
133	8275	901 S State Street	Ukiah	CA	Mendocino	09/05/14	11/03/14
134	8321	901 S State Street	Ukiah	CA	Mendocino	09/12/15	11/03/15
135	8275	901 S State Street	Ukiah	CA	Mendocino	2016	2016
136	8400	901 South State Street	Ukiah	CA	Mendocino	2017	2017
137	8376	1321 East Pacheco Blvd Ste B	Los Banos	CA	Merced	09/06/12	11/03/12
138	8369	1742 W. Olive Ave.	Merced	CA	Merced	2017	2017
139	8359	1742 West Olive Avenue	Merced	CA	Merced	08/15/2018	
140	8317	1742 West Olive Avenue	Merced	CA	Merced	09/20/15	11/03/15
141	8361	1742 West Olive Street	Merced	CA	Merced	2016	2016
142	8281	1500 Del Monte	Monterey	CA	Monterey	09/12/12	11/02/12
143	8384	1231 N Davis Rd	Salinas	CA	Monterey	09/07/12	11/03/12
144	8369	1910 North Davis Road	Salinas	CA	Monterey	08/30/13	11/03/13
145	8275	2080 California Ave., Ste A	Sand City	CA	Monterey	08/01/2018	
146	8385	1326 Main Street	Napa	CA	Napa	09/08/12	11/03/12
147	8253	1375 Imola Avenue	Napa	CA	Napa	2017	2017
148	8014	1375 W Imola Avenue	Napa	CA	Napa	2016	2016
149	8319	3230 Jefferson St	Napa	CA	Napa	09/10/13	11/03/13
150	8281	3230 Jefferson St	Napa	CA	Napa	09/06/14	11/02/14
151	8366	1660 West Katella	Anaheim	CA	Orange	09/06/11	11/01/11
152	8315	586 North Euclid Street	Anaheim	CA	Orange	09/26/15	11/03/15
153	8391	220 S Brea Blvd	Brea	CA	Orange	09/06/11	11/02/11
154	8103	1100 S Harbor Blvd	Fullerton	CA	Orange	08/20/2018	
155	8371	131 Imperial Hwy	Fullerton	CA	Orange	09/11/14	11/03/14
156	8353	1361 S Harbor Blvd	Fullerton	CA	Orange	09/06/11	11/02/11

Exhibit A-2 -- California Halloween City Facilities

	Store Number	Address	City	State	County	Lease Start Date	Date Closed
157	8392	1361 S Harbor Blvd	Fullerton	CA	Orange	09/07/12	11/03/12
158	8018	1521 South Harbor Blvd	Fullerton	CA	Orange	2016	2016
159	8218	16672 Beach Blvd	Huntington Beach	CA	Orange	2017	2017
160	8279	16672 Beach Blvd, Ste I	Huntington Beach	CA	Orange	09/07/14	11/02/14
161	8095	16672 Beach Blvd., Ste L	Huntington Beach	CA	Orange	08/01/2018	
162	8346	81 Technology Dr	Irvine	CA	Orange	09/17/13	11/03/13
163	8379	24300 Laguna Hills Mall	Laguna Hills	CA	Orange	09/05/14	11/03/14
164	8398	27200 Alicia Parkway	Laguna Niguel	CA	Orange	09/06/11	11/02/11
165	8003	27871 La Paz Rd	Laguna Niguel	CA	Orange	08/15/2018	
166	8332	23608 El Toro Rd	Lake Forest	CA	Orange	09/20/11	11/01/11
167	8311	27785 Santa Margarita Pkwy	Mission Viejo	CA	Orange	10/05/15	11/03/15
168	8339	28331 Marguerite Parkway	Mission Viejo	CA	Orange	09/09/11	11/02/11
169	8003	146 S Main Street	Orange	CA	Orange	2016	2016
170	8348	764 N. Tustin	Orange	CA	Orange	09/05/15	11/03/15
171	8392	2725 North Bristol	Santa Ana	CA	Orange	09/10/11	11/02/11
172	8371	3923 S. Bristol St	Santa Ana	CA	Orange	2016	2016
173	8142	3923 S. Bristol St	Santa Ana	CA	Orange	10/06/15	11/03/15
174	8396	2857 Park Ave	Tustin	CA	Orange	09/07/12	11/03/12
175	8030	530 Westminster Mall	Westminster	CA	Orange	08/10/2018	
176	8362	6652 Lonetree Blvd	Rocklin	CA	Placer	09/06/11	11/02/11
177	8399	1159 Roseville Square	Roseville	CA	Placer	09/03/13	11/03/13
178	8344	1164 Galleria Blvd	Roseville	CA	Placer	09/10/11	11/02/11
179	8369	5781 Five Star Blvd, Ste 150	Roseville	CA	Placer	09/19/12	11/03/12
180	8014	5781 Five Star Blvd, Ste 150	Roseville	CA	Placer	09/12/15	11/03/15
181	8359	5811 Five Star Blvd	Roseville	CA	Placer	2017	2017
182	8169	5811 Five Star Blvd	Roseville	CA	Placer	2016	2016
183	8014	6748 Stanford Ranch	Roseville	CA	Placer	09/26/14	11/03/14
184	8253	6780 Stanford Ranch Rd	Roseville	CA	Placer	08/10/2018	
185	8351	34101 Date Palm Drive	Cathedral City	CA	Riverside	09/07/13	11/03/13
186	8382	34101 Date Palm Drive	Cathedral City	CA	Riverside	09/16/14	11/03/14
187	8308	68100 Ramon Road Ste D3	Cathedral City	CA	Riverside	09/08/11	11/02/11
188	8302	585 North McKinley Street	Corona	CA	Riverside	09/25/15	11/03/15
189	8211	1931 Hwy 79	Hemet	CA	Riverside	09/16/15	11/03/15
190	8328	2200 W Florida Ave, Ste 600	Hemet	CA	Riverside	09/17/12	11/03/12
191	8392	2200 W Florida Ave, Ste 600	Hemet	CA	Riverside	09/11/13	11/03/13
192	8384	3629 W Florida Ave	Hemet	CA	Riverside	09/17/14	11/03/14
193	8384	42225 Jackson Street, C	Indio	CA	Riverside	09/18/15	11/03/15
194	8371	78987 Hwy 111	La Quinta	CA	Riverside	09/24/15	11/03/15
195	8309	78987 Hwy 111	La Quinta	CA	Riverside	2017	2017
196	8006	79190 Hwy 111	La Quinta	CA	Riverside	2016	2016
197	8378	17600 Collier Avenue Ste J195	Lake Elsinore	CA	Riverside	09/18/11	11/02/11
198	8371	18294 Collier Ave	Lake Elsinore	CA	Riverside	09/05/13	11/03/13
199	8351	12399 Limonite Avenue	Mira Loma	CA	Riverside	2016	2016
200	8030	6237 Pats Ranch Road	Mira Loma	CA	Riverside	2016	2016
201	8302	6237 Pats Ranch Road	Mira Loma	CA	Riverside	2017	2017
202	8325	6397 Pats Ranch Rd	Mira Loma	CA	Riverside	08/01/2018	
203	8200	6397 Pats Ranch Rd	Mira Loma	CA	Riverside	09/06/14	11/03/14
204	8390	6397 Pats Ranch Rd	Mira Loma	CA	Riverside	09/04/15	11/03/15
205	8368	12625 Frederick St Ste G	Moreno Valley	CA	Riverside	09/08/11	11/02/11
206	8368	27220 Eucalyptus Ave	Moreno Valley	CA	Riverside	09/13/12	11/03/12
207	8339	27220 Eucalyptus Ave	Moreno Valley	CA	Riverside	09/12/13	11/03/13
208	8390	27300 Eucalyptus Ave	Moreno Valley	CA	Riverside	2017	2017

Exhibit A-2 -- California Halloween City Facilities

	Store Number	Address	City	State	County	Lease Start Date	Date Closed
209	8390	27300 Eucalyptus Avenue	Moreno Valley	CA	Riverside	09/16/14	11/03/14
210	8006	27300 Eucalyptus Avenue	Moreno Valley	CA	Riverside	09/08/15	11/03/15
211	8218	27300 Eucalyptus	Moreno Valley	CA	Riverside	2016	2016
212	8142	24422 Village Walk Place	Murrieta	CA	Riverside	2017	2017
213	8346	24510 Village Walk Place	Murrieta	CA	Riverside	2016	2016
214	8364	24510 Village Walk Place	Murrieta	CA	Riverside	09/06/11	11/02/11
215	8398	24510 Village Walk Place	Murrieta	CA	Riverside	09/12/12	11/03/12
216	8379	24510 Village Walk Place	Murrieta	CA	Riverside	09/12/13	11/03/13
217	8315	24510 Village Walk Place	Murrieta	CA	Riverside	08/29/14	11/03/14
218	8386	24510 Village Walk Place	Murrieta	CA	Riverside	08/28/15	11/03/15
219	8339	200 Hidden Valley Pkwy	Norco	CA	Riverside	09/25/12	11/03/12
220	8289	72-800 Highway 111	Palm Desert	CA	Riverside	09/06/11	11/02/11
221	8375	72885 Highway 111	Palm Desert	CA	Riverside	09/05/14	11/03/14
222	8391	2663 Canyon Spring Parkway	Riverside	CA	Riverside	08/29/14	11/03/14
223	8382	2663 Canyon Spring Parkway	Riverside	CA	Riverside	08/31/15	11/03/15
224	8371	4135 A Chicago Avenue, Unit 120	Riverside	CA	Riverside	2017	2017
225	8339	32909 Temecula Parkway	Temecula	CA	Riverside	09/22/15	11/03/15
226	8352	7423 Fair Oaks Blvd, Ste 1	Carmichael	CA	Sacramento	09/24/12	11/03/12
227	8380	7263 Greenback Lane	Citrus Heights	CA	Sacramento	09/10/11	11/02/11
228	8380	7999 Greenback Lane	Citrus Heights	CA	Sacramento	09/15/12	11/03/12
229	8400	7999 Greenback Lane	Citrus Heights	CA	Sacramento	09/19/13	11/03/13
230	8359	9163 East Stockton Boulevard, #360	Elk Grove	CA	Sacramento	09/20/15	11/02/15
231	8339	5229 Hazel Avenue	Fair Oaks	CA	Sacramento	2016	2016
232	8397	205 Serpa Drive	Folsom	CA	Sacramento	09/06/11	11/02/11
233	8329	2310 Sunrise Blvd Ste 1	Gold River	CA	Sacramento	09/13/12	11/03/12
234	8365	3641 Elkhorn Boulevard	North Highlands	CA	Sacramento	09/13/11	11/02/11
235	8400	10801 Olsen Drive	Rancho Cordova	CA	Sacramento	09/25/12	11/03/12
236	8253	10801 Olsen Drive	Rancho Cordova	CA	Sacramento	09/25/15	11/03/15
237	8107	10801 Olson Drive	Rancho Cordova	CA	Sacramento	2016	2016
238	8338	1700 Arden Way	Sacramento	CA	Sacramento	09/15/15	11/03/15
239	8281	1700 Arden Way	Sacramento	CA	Sacramento	2016	2016
240	8300	1703 Arden Way	Sacramento	CA	Sacramento	08/23/2018	
241	8384	1821 Exposition Blvd	Sacramento	CA	Sacramento	09/10/11	11/02/11
242	8341	3684 North Freeway Boulevard	Sacramento	CA	Sacramento	09/19/15	11/03/15
243	8359	4750 Natomas Blvd	Sacramento	CA	Sacramento	09/06/11	11/02/11
244	8397	6071 Florin Rd	Sacramento	CA	Sacramento	09/14/13	11/03/13
245	8376	6071 Florin Rd	Sacramento	CA	Sacramento	08/29/14	11/03/14
246	8319	6071 Florin Rd	Sacramento	CA	Sacramento	09/11/15	11/03/15
247	8322	6081 Florin Road	Sacramento	CA	Sacramento	2016	2016
248	8364	3833 Grand Ave	Chino	CA	San Bernardino	09/12/12	11/03/12
249	8382	12949 Peyton Dr, Suite A	Chino Hills	CA	San Bernardino	09/09/11	11/02/11
250	8386	13017 Peyton Drive	Chino Hills	CA	San Bernardino	09/12/13	11/03/13
251	8006	13017 Peyton Drive	Chino Hills	CA	San Bernardino	09/27/14	11/03/14
252	8380	13017 Peyton Drive	Chino Hills	CA	San Bernardino	08/31/15	11/03/15
253	8392	13017 Peyton Drive	Chino Hills	CA	San Bernardino	2016	2016
254	8315	1125 N Mount Vernon	Colton	CA	San Bernardino	09/20/13	11/03/13
255	8289	17052 Slover Ave, Ste 101J	Fontana	CA	San Bernardino	09/13/12	11/03/12
256	8351	17052 Slover Ave, Ste 101J	Fontana	CA	San Bernardino	09/09/11	11/02/11
257	8391	17052 Slover Ave, Ste 101J	Fontana	CA	San Bernardino	09/14/13	11/03/13
258	8004	17093 Valley Blvd	Fontana	CA	San Bernardino	08/01/2018	
259	8386	5065 E Montclair Plaza Ln	Montclair	CA	San Bernardino	09/01/11	11/02/11
260	8386	5065 E Montclair Plaza Ln	Montclair	CA	San Bernardino	09/05/12	11/03/12

Exhibit A-2 -- California Halloween City Facilities

	Store Number	Address	City	State	County	Lease Start Date	Date Closed
261	8354	4120 E 4th St, Ste A	Ontario	CA	San Bernardino	09/07/12	11/03/12
262	8392	4440 Ontario Mills Parkway	Ontario	CA	San Bernardino	08/30/15	11/03/15
263	8328	735 N Milliken Ave Ste A	Ontario	CA	San Bernardino	09/06/11	11/02/11
264	8328	10690 Foothill Blvd	Rancho Cucamonga	CA	San Bernardino	09/20/13	11/03/13
265	8242	10828 Foothill Boulevard, Suite 120	Rancho Cucamonga	CA	San Bernardino	09/27/15	11/03/15
266	8203	11530 Fourth St., Ste 110	Rancho Cucamonga	CA	San Bernardino	08/01/2018	
267	8396	12370 South Mainstreet	Rancho Cucamonga	CA	San Bernardino	09/26/11	11/02/11
268	8351	12489 Foothill Blvd	Rancho Cucamonga	CA	San Bernardino	09/13/14	11/03/14
269	8330	6401 Haven	Rancho Cucamonga	CA	San Bernardino	09/14/14	11/03/14
270	8364	9950 Foothills Blvd	Rancho Cucamonga	CA	San Bernardino	2016	2016
271	8328	1380 Industrial Park Ave	Redlands	CA	San Bernardino	2017	2017
272	8018	700 E Redlands Blvd., B3	Redlands	CA	San Bernardino	09/16/15	11/03/15
273	8315	700 Redlands Blvd #3	Redlands	CA	San Bernardino	2016	2016
274	8078	1295 E 19th St	Upland	CA	San Bernardino	08/15/2018	
275	8390	333 South Mountain Ave	Upland	CA	San Bernardino	2016	2016
276	8339	333 South Mountain Avenue	Upland	CA	San Bernardino	09/07/14	11/03/14
277	8279	333 South Mountain Avenue	Upland	CA	San Bernardino	08/30/15	11/03/15
278	8078	333 S. Mountain Ave	Upland	CA	San Bernardino	2017	2017
279	8386	12250 Amargosa Rd	Victorville	CA	San Bernardino	2016	2016
280	8386	12250 Amargosa Rd	Victorville	CA	San Bernardino	2017	2017
281	8037	12410 Amargosa Rd	Victorville	CA	San Bernardino	09/25/14	11/02/14
282	8368	12410 Amargosa Rd	Victorville	CA	San Bernardino	08/31/15	11/02/15
283	8289	12550 Amargosa Road, A	Victorville	CA	San Bernardino	07/15/2018	
284	8200	14598 7th St, Ste B	Victorville	CA	San Bernardino	09/21/13	11/03/13
285	8363	14601 Valley Center Dr	Victorville	CA	San Bernardino	09/06/11	11/02/11
286	8363	14601 Valley Center Dr	Victorville	CA	San Bernardino	09/07/12	11/01/12
287	8331	33616 Yucaipa Blvd	Yucaipa	CA	San Bernardino	09/06/11	11/02/11
288	8331	33616 Yucaipa Blvd	Yucaipa	CA	San Bernardino	09/06/12	11/03/12
289	8331	33616 Yucaipa Blvd	Yucaipa	CA	San Bernardino	2016	2016
290	8311	40 N Fourth Ave	Chula Vista	CA	San Diego	09/18/14	11/03/14
291	8371	555 Broadway, Ste 1064	Chula Vista	CA	San Diego	09/18/12	11/03/12
292	8339	865 E H St	Chula Vista	CA	San Diego	08/01/2018	
293	8289	2015 Birch St, Suite 150	Chula Vista/Otay	CA	San Diego	2017	2017
294	8280	220 North El Camino Real	Encinitas	CA	San Diego	09/22/11	11/02/11
295	8011	1270 Auto Park Way, Suite A	Escondido	CA	San Diego	2017	2017
296	8043	820 W Valley Parkway, Ste 280	Escondido	CA	San Diego	09/25/14	11/03/14
297	8315	3605 Avocado Blvd	La Mesa	CA	San Diego	10/03/12	11/03/12
298	8390	8790 Grossmont Blvd	La Mesa	CA	San Diego	08/01/2018	
299	8169	7044 Broadway	Lemon Grove	CA	San Diego	09/22/15	11/03/15
300	8368	1100 E 30th St	National City	CA	San Diego	07/01/2018	
301	8165	3003 Highland Ave Ste G	National City	CA	San Diego	09/27/12	11/01/12
302	8348	3410 Highland Ave	National City	CA	San Diego	2016	2016
303	8382	2134 Vista Way	Oceanside	CA	San Diego	08/12/2018	
304	8311	2134 Vista Way	Oceanside	CA	San Diego	2017	2017
305	8279	2180 Vista Way Ste B	Oceanside	CA	San Diego	09/19/12	11/03/12
306	8348	2180 Vista Way, Ste B	Oceanside	CA	San Diego	09/17/13	11/03/13
307	8380	2180 Vista Way, Ste B	Oceanside	CA	San Diego	09/24/14	11/03/14
308	8013	2180 Vista Way, Ste B	Oceanside	CA	San Diego	09/04/15	11/03/15
309	8311	2335 Vista Way	Oceanside	CA	San Diego	09/06/11	11/02/11
310	8203	443 College Blvd	Oceanside	CA	San Diego	2016	2016
311	8013	815 College Blvd	Oceanside	CA	San Diego	09/29/14	11/03/14
312	8348	1706 Descanso Ave	San Marcos	CA	San Diego	09/12/12	11/03/12

Exhibit A-2 -- California Halloween City Facilities

	Store Number	Address	City	State	County	Lease Start Date	Date Closed
313	8311	294 Town Center Pkwy	Santee	CA	San Diego	09/07/12	11/03/12
314	8368	9759 Mission Gorge Rd	Santee	CA	San Diego	09/13/14	11/03/14
315	8380	32909 Hwy 79 S	Temecula	CA	San Diego	2016	2016
316	8030	1744 University Drive	Vista	CA	San Diego	09/25/15	11/03/15
317	8377	225 Vista Village Dr	Vista	CA	San Diego	09/06/11	11/02/11
318	8314	760 Sycamore Ave	Vista	CA	San Diego	2016	2016
319	8390	4548 Camino de la Plaza	San Ysidro	CA	San Diego	09/21/13	11/03/13
320	8253	160 Church Street	San Francisco	CA	San Francisco	2016	2016
321	8253	160 Church Street	San Francisco	CA	San Francisco	09/18/11	11/02/11
322	8327	2598 Taylor St	San Francisco	CA	San Francisco	09/15/12	11/03/12
323	8400	2675 Geary Blvd. Ste. 202	San Francisco	CA	San Francisco	09/10/11	11/02/11
324	8325	2418 W Kettleman Lane	Lodi	CA	San Joaquin	09/06/11	11/02/11
325	8359	280 West Kettleman Ln	Lodi	CA	San Joaquin	08/30/13	11/03/13
326	8317	1055 S Main St	Manteca	CA	San Joaquin	09/06/11	11/02/11
327	8253	1255 W Yosemite Avenue	Manteca	CA	San Joaquin	09/10/13	11/03/13
328	8322	1255 W Yosemite Avenue	Manteca	CA	San Joaquin	09/15/14	11/03/14
329	8385	1255 W Yosemite Avenue	Manteca	CA	San Joaquin	09/04/15	11/03/15
330	8330	269 Spreckels Avenue	Manteca	CA	San Joaquin	09/05/12	11/03/12
331	8379	10916 Trinity Parkway	Stockton	CA	San Joaquin	2016	2016
332	8379	6575 Pacific Ave	Stockton	CA	San Joaquin	08/01/2018	
333	8014	2471 Robertson Rd/2471-3B Naglee Road	Tracy	CA	San Joaquin	2017	2017
334	8385	2473 Naglee Rd	Tracy	CA	San Joaquin	09/23/14	11/03/14
335	8281	2473 Naglee Rd	Tracy	CA	San Joaquin	09/11/15	11/03/15
336	8359	2960 W Grant Line Rd	Tracy	CA	San Joaquin	09/14/12	11/03/12
337	8341	3200 North Naglee Road	Tracy	CA	San Joaquin	2016	2016
338	8290	194 Niblick Rd	Paso Robles	CA	San Luis Obispo	09/06/11	11/01/11
339	8382	243 Madonna Road	San Luis Obispo	CA	San Luis Obispo	2016	2016
340	8346	323 Madonna Rd	San Luis Obispo	CA	San Luis Obispo	08/29/14	11/03/14
341	8275	323 Madonna Rd	San Luis Obispo	CA	San Luis Obispo	09/09/15	11/03/15
342	8360	1 Colma Blvd, Unit 1	Colma	CA	San Mateo	09/23/11	11/02/11
343	8021	5045 Junipero Serra Blvd	Colma	CA	San Mateo	08/15/2018	
344	8107	317 Gellert Blvd	Daly City	CA	San Mateo	2017	2017
345	8326	420 Westlake Center	Daly City	CA	San Mateo	09/06/12	11/03/12
346	8321	2250 Bridgepointe Drive	San Mateo	CA	San Mateo	2016	2016
347	8341	2270 Bridgepointe Pkwy	San Mateo	CA	San Mateo	08/10/2018	
348	8359	170 El Camino Real	South San Francisco	CA	San Mateo	09/12/14	11/02/14
349	8161	6990 Marketplace Dr	Goleta	CA	Santa Barbara	09/17/12	11/03/12
350	8372	701 North H St	Lompoc	CA	Santa Barbara	09/12/11	11/02/11
351	8380	1315 S Bradley Rd	Santa Maria	CA	Santa Barbara	08/01/2018	
352	8323	1315 S Bradley Rd	Santa Maria	CA	Santa Barbara	09/08/11	11/02/11
353	8311	1321 S Bradley Road	Santa Maria	CA	Santa Barbara	09/07/13	11/03/13
354	8218	1447 South Broadway	Santa Maria	CA	Santa Barbara	08/28/15	11/03/15
355	8361	1844 N Broadway	Santa Maria	CA	Santa Barbara	09/16/14	11/03/14
356	8353	2410 S Broadway	Santa Maria	CA	Santa Barbara	09/12/12	11/03/12
357	8310	8777 San Ysidro Avenue	Gilroy	CA	Santa Clara	09/08/11	11/02/11
358	8397	8777 San Ysidro Avenue	Gilroy	CA	Santa Clara	09/17/14	11/03/14
359	8310	950 Renz Lane, Ste 10	Gilroy	CA	Santa Clara	09/06/12	11/03/12
360	8365	128 Ranch Dr	Milpitas	CA	Santa Clara	09/07/12	11/03/12
361	8388	1007 Cochrane Rd	Morgan Hill	CA	Santa Clara	09/06/11	11/02/11
362	8275	1007 Cochrane Rd	Morgan Hill	CA	Santa Clara	09/05/12	11/03/12
363	8314	850 E Dunne Rd	Morgan Hill	CA	Santa Clara	09/14/13	11/03/13
364	8201	1939 West El Camino	Mountain View	CA	Santa Clara	2016	2016

Exhibit A-2 -- California Halloween City Facilities

	Store Number	Address	City	State	County	Lease Start Date	Date Closed
365	8310	2580 California Street	Mountain View	CA	Santa Clara	09/16/13	11/03/13
366	8314	2580 California Street	Mountain View	CA	Santa Clara	09/15/14	11/03/14
367	8361	456 University Ave	Palo Alto	CA	Santa Clara	09/17/13	11/01/13
368	8322	1048 South White Road	San Jose	CA	Santa Clara	09/06/11	11/02/11
369	8021	1328 Saratoga Avenue	San Jose	CA	Santa Clara	09/23/15	11/03/15
370	8300	2171 Monterey Highway	San Jose	CA	Santa Clara	2017	2017
371	8107	2171 Monterey Highway	San Jose	CA	Santa Clara	09/22/15	11/03/15
372	8352	2200 Eastridge Loop #1402	San Jose	CA	Santa Clara	2017	2017
373	8361	4095 Evergreen Village	San Jose	CA	Santa Clara	09/21/15	11/03/15
374	8352	868A Blossom Hill Road	San Jose	CA	Santa Clara	09/06/11	11/02/11
375	8399	52 North Winchester Blvd	Santa Clara	CA	Santa Clara	09/06/11	11/02/11
376	8281	1175 Dana Drive	Redding	CA	Shasta	09/06/11	11/02/11
377	8317	85 Hartnell Ave	Redding	CA	Shasta	09/06/13	11/03/13
378	8399	1320 Gateway Boulevard	Fairfield	CA	Solano	09/10/15	11/03/15
379	8352	1320 Gateway Boulevard	Fairfield	CA	Solano	2016	2016
380	8319	1400 Gateway Blvd	Fairfield	CA	Solano	08/10/2018	
381	8400	1590 Gateway Blvd	Fairfield	CA	Solano	09/23/14	11/03/14
382	8330	1041 Helen Power Dr	Vacaville	CA	Solano	2016	2016
383	8330	1041 Helen Power Dr.	Vacaville	CA	Solano	09/23/11	11/02/11
384	8369	220 Peabody Road	Vacaville	CA	Solano	09/03/15	11/03/15
385	8376	946 Admiral Callaghan Lane	Vallejo	CA	Solano	09/19/15	11/03/15
386	8379	952 Admiral Callaghan Way	Vallejo	CA	Solano	2017	2017
387	8021	389 S McDowell	Petaluma	CA	Sonoma	2017	2017
388	8321	2720 Santa Rosa Ave	Santa Rosa	CA	Sonoma	09/15/12	11/03/12
389	8338	2720 Santa Rosa Ave	Santa Rosa	CA	Sonoma	09/18/14	11/03/14
390	8341	900 Coddington Center	Santa Rosa	CA	Sonoma	09/13/11	11/02/11
391	8369	1657 East Hatch Road	Modesto	CA	Stanislaus	09/09/14	11/02/14
392	8021	2401 McHenry	Modesto	CA	Stanislaus	2016	2016
393	8394	2401 McHenry Ave	Modesto	CA	Stanislaus	09/08/12	11/03/12
394	8322	2401 McHenry Ave	Modesto	CA	Stanislaus	09/10/13	11/03/13
395	8021	2401 McHenry Ave	Modesto	CA	Stanislaus	09/24/14	11/03/14
396	8322	2401 McHenry Ave	Modesto	CA	Stanislaus	09/04/15	11/03/15
397	8281	3214 Countryside Drive	Turlock	CA	Stanislaus	08/06/2018	
398	8341	3214 Countryside Drive	Turlock	CA	Stanislaus	08/29/14	11/03/14
399	8385	751 N. Golden State Blvd	Turlock	CA	Stanislaus	2016	2016
400	8321	700 A West Onstott Frontage Rd	Yuba City	CA	Sutter	08/15/2018	
401	8380	704 West Onstott Road	Yuba City	CA	Sutter	09/06/13	11/03/13
402	8338	714 West Onstott Frontage Road	Yuba City	CA	Sutter	2016	2016
403	8341	714 West Onstott Frontage Road	Yuba City	CA	Sutter	09/05/12	11/03/12
404	8253	714 West Onstott Frontage Road	Yuba City	CA	Sutter	09/10/14	11/03/14
405	8400	714 West Onstott Frontage Road	Yuba City	CA	Sutter	08/31/15	11/03/15
406	8275	714 West Onstott Frontage Road	Yuba City	CA	Sutter	2017	2017
407	8275	1031 Sanguinetti Road	Sonora	CA	Tuolumne	09/07/13	11/03/13
408	8018	2291 Pickwick	Camarillo	CA	Ventura	09/22/14	11/02/14
409	8339	195 W. Esplanade Dr. #43	Oxnard	CA	Ventura	2017	2017
410	8043	201 West Esplanade	Oxnard	CA	Ventura	09/04/15	11/03/15
411	8391	2301 N Rose Ave	Oxnard	CA	Ventura	09/18/12	11/03/12
412	8328	431 W Esplanade Drive	Oxnard	CA	Ventura	09/18/14	11/03/14
413	8211	2358 Tapo Street	Simi Valley	CA	Ventura	09/23/14	11/03/14
414	8003	2974 Cochran Street	Simi Valley	CA	Ventura	08/28/15	11/02/15
415	8003	2974 Cochran Street	Simi Valley	CA	Ventura	2017	2017
416	8391	2974 Cochran Street	Simi Valley	CA	Ventura	2016	2016

Exhibit A-2 -- California Halloween City Facilities

	Store Number	Address	City	State	County	Lease Start Date	Date Closed
417	8374	2825 Johnson Drive	Ventura	CA	Ventura	09/06/11	11/02/11
418	8400	2975 Johnson Drive	Ventura	CA	Ventura	08/10/2018	
419	8376	1321 W Covell Blvd, Ste 119	Davis	CA	Yolo	09/06/11	11/02/11
420	8003	212 F Street	Davis	CA	Yolo	09/16/12	11/03/12
421	8327	1386 East Main Street	Woodland	CA	Yolo	09/06/11	11/02/11
422	8369	202 D St.	Marysville	CA	Yuba	09/06/11	11/02/11

Exhibit B-1

EXHIBIT B-1 -- CIVIL PENALTIES

Agency	Civil Penalties - Business and Professions §17200 Penalties	Civil Penalties - Health and Safety §25500 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	\$ 10,375.00	\$ -	\$ -	\$ 10,375.00
Butte Co. District Attorney's Office	\$ 250.00	\$ -	\$ -	\$ 250.00
Contra Costa Co. District Attorney's Office	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Del Norte Co. District Attorney's Office	\$ 250.00	\$ -	\$ -	\$ 250.00
Humboldt Co. District Attorney's Office	\$ 1,350.00	\$ -	\$ -	\$ 1,350.00
Imperial Co. District Attorney's Office	\$ 925.00	\$ -	\$ -	\$ 925.00
Kings Co. District Attorney's Office	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00
Lassen Co. District Attorney's Office	\$ 250.00	\$ -	\$ -	\$ 250.00
Los Angeles City Attorney's Office	\$ 12,925.00	\$ -	\$ -	\$ 12,925.00
Los Angeles Co. District Attorney's Office	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
Marin Co. District Attorney's Office	\$ 3,575.00	\$ -	\$ -	\$ 3,575.00
Mendocino Co. District Attorney's Office	\$ 500.00	\$ -	\$ -	\$ 500.00
Merced Co. District Attorney's Office	\$ 350.00	\$ -	\$ -	\$ 350.00
Monterey Co. District Attorney's Office	\$ 3,900.00	\$ -	\$ -	\$ 3,900.00
Napa Co. District Attorney's Office	\$ 850.00	\$ -	\$ -	\$ 850.00
Orange Co. District Attorney's Office	\$ 46,766.67	\$ 40,000.00	\$ 1,666.67	\$ 88,433.34
Placer Co. District Attorney's Office ¹ (see below)	\$ 4,425.00	\$ -	\$ -	\$ 4,425.00
Riverside Co. District Attorney's Office ² (see below)	\$ 19,725.00	\$ -	\$ -	\$ 19,725.00
Sacramento Co. District Attorney's Office ³ (see below)	\$ 12,750.00	\$ -	\$ -	\$ 12,750.00
San Bernardino Co. District Attorney's Office (SWCPP Penalties) ⁴ (see below)	\$ 22,900.00	\$ -	\$ -	\$ 22,900.00
San Diego City Attorney's Office	\$ 500.00	\$ -	\$ -	\$ 500.00
San Diego Co. District Attorney's Office	\$ 20,575.00	\$ -	\$ -	\$ 20,575.00
San Francisco Co. District Attorney's Office	\$ 2,050.00	\$ -	\$ -	\$ 2,050.00
San Joaquin Co. District Attorney's Office ⁵ (see below)	\$ 10,275.00	\$ -	\$ -	\$ 10,275.00
San Luis Obispo Co. District Attorney's Office	\$ 500.00	\$ -	\$ -	\$ 500.00
San Mateo Co. District Attorney's Office	\$ 4,075.00	\$ -	\$ -	\$ 4,075.00
Santa Barbara Co. District Attorney's Office	\$ 2,550.00	\$ -	\$ -	\$ 2,550.00
Santa Clara Co. District Attorney's Office	\$ 19,375.00	\$ -	\$ -	\$ 19,375.00
Shasta Co. District Attorney's Office	\$ 3,575.00	\$ -	\$ -	\$ 3,575.00
Solano Co. District Attorney's Office ⁶ (see below)	\$ 46,766.67	\$ 40,000.00	\$ 1,666.66	\$ 88,433.33
Sonoma Co. District Attorney's Office	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00
Stanislaus Co. District Attorney's Office	\$ 4,750.00	\$ -	\$ -	\$ 4,750.00
Sutter Co. District Attorney's Office	\$ 500.00	\$ -	\$ -	\$ 500.00
Tuolumne Co. District Attorney's Office	\$ 250.00	\$ -	\$ -	\$ 250.00
Ventura Co. District Attorney's Office	\$ 6,625.00	\$ -	\$ -	\$ 6,625.00
Yolo Co. District Attorney's Office	\$ 76,766.66	\$ 40,000.00	\$ 1,666.67	\$ 118,433.33
Totals - Prosecutor Civil Penalties	\$ 377,500.00	\$ 120,000.00	\$ 5,000.00	\$ 502,500.00

¹ 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.

² RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$19,725.00 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.

³ 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.

⁴ SAN BERNARDINO: \$5,725.00 is to be allocated for SWCPP penalties and distributed as such.

⁵ 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".

EXHIBIT B-1 -- CIVIL PENALTIES

⁶ 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 §25515.2 Penalties	Civil Penalties - Health and Safety §25192 Penalties	Total of Civil Penalties Paid to Regulatory Agencies
Alameda Co. - City of San Leandro Environmental Services	\$ 200.00	\$ -	\$ 200.00
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	\$ 1,050.00	\$ -	\$ 1,050.00
Alameda Co. - Livermore/Pleasanton Fire Dept., Haz Mat Unit ¹ (see below)	\$ 1,000.00	\$ -	\$ 1,000.00
Alameda Co. - Union City Economic & Community Development Dept., Environmental Programs Division	\$ 650.00	\$ -	\$ 650.00
Alameda Co. -Environmental Health Services	\$ 1,700.00	\$ -	\$ 1,700.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 3,200.00	\$ -	\$ 3,200.00
Del Norte Co. - Environmental Health Department	\$ 200.00	\$ -	\$ 200.00
Department of Toxic Substances Control		\$ 10,000.00	\$ 10,000.00
Department of Toxic Substances Control - Imperial Co. CUPA	\$ 850.00		\$ 850.00
Humboldt Co. - Div. of Environmental Health	\$ 1,050.00	\$ -	\$ 1,050.00
Kings Co. - Environmental Health Services	\$ 850.00	\$ -	\$ 850.00
Lassen Co. - Department of Environmental Health	\$ 200.00	\$ -	\$ 200.00
Los Angeles Co. - Fire Health Hazmat	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
Los Angeles Co. - Long Beach Environmental Health	\$ 1,050.00	\$ -	\$ 1,050.00
Los Angeles Co. - Santa Monica Fire Dept.	\$ 200.00	\$ -	\$ 200.00
Marin Co. - Dept. of Public Works, Waste Mngt. Div.	\$ 1,500.00	\$ -	\$ 1,500.00
Mendocino Co. - Environmental Health Division	\$ 400.00	\$ -	\$ 400.00
Merced Co. - Division of Environmental Health	\$ 400.00	\$ -	\$ 400.00
Monterey Co. - Environmental Health Division	\$ 1,500.00	\$ -	\$ 1,500.00
Napa Co. - Dept. of Env. Mngt.	\$ 400.00	\$ -	\$ 400.00
Orange Co. - City of Anaheim Fire Department	\$ 850.00	\$ -	\$ 850.00
Orange Co. - Environmental Health ² (see below)	\$ 16,950.00	\$ -	\$ 16,950.00
Placer Co. - Roseville City Fire Dept.	\$ 1,700.00	\$ -	\$ 1,700.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 7,600.00	\$ -	\$ 7,600.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 4,900.00	\$ -	\$ 4,900.00
San Bernardino Co. - Fire Haz Mat	\$ 6,750.00	\$ -	\$ 6,750.00
San Diego Co. - Dept. of Environmental Health	\$ 8,100.00	\$ -	\$ 8,100.00
San Francisco Co. - City & County Public Health Dept.	\$ 850.00	\$ -	\$ 850.00
San Joaquin Co. - Environmental Health Department	\$ 4,600.00	\$ -	\$ 4,600.00
San Luis Obispo Co. - Environmental Health Services	\$ 200.00	\$ -	\$ 200.00
San Mateo Co. - Environmental Health Division	\$ 1,700.00	\$ -	\$ 1,700.00
Santa Barbara Co. - Environmental Health Services	\$ 1,050.00	\$ -	\$ 1,050.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 6,650.00	\$ -	\$ 6,650.00
Santa Clara Co. - City of Gilroy Fire Dept.	\$ 200.00	\$ -	\$ 200.00
Santa Clara Co. - City of Santa Clara Fire Department	\$ 650.00	\$ -	\$ 650.00
Shasta Co. - Environmental Health Division	\$ 1,500.00	\$ -	\$ 1,500.00
Solano Co. - Environmental Health Services	\$ 2,000.00	\$ -	\$ 2,000.00
Sonoma Co. - Petaluma City Fire Department	\$ 200.00	\$ -	\$ 200.00
Sonoma Co. - Santa Rosa City Fire	\$ 850.00	\$ -	\$ 850.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 1,900.00	\$ -	\$ 1,900.00
Sutter Co. - Environmental Health Services	\$ 400.00	\$ -	\$ 400.00
Tuolumne Co. - Environmental Health	\$ 200.00	\$ -	\$ 200.00
Ventura Co. - City of Oxnard Fire Dept.	\$ 1,050.00	\$ -	\$ 1,050.00
Ventura Co. - Environmental Health Division	\$ 1,700.00	\$ -	\$ 1,700.00
Yolo Co. - Environmental Health	\$ 21,050.00	\$ -	\$ 21,050.00

Total - Agency Civil Penalties	\$ 120,000.00	\$ 15,000.00	\$ 135,000.00
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¹ ALAMEDA: The agency requested that the check be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account".

² ORANGE: \$16,950.00 is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.

Exhibit C

Exhibit C – Supplemental Environmental Projects

1. Craig Thompson Environmental Protection Prosecution Fund.

PARTY CITY CORPORATION shall provide the amount of Thirty-One Thousand and Two Hundred and Fifty Dollars (\$31,250.00) 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. California Certified Unified Program Agency Forum Projects.

PARTY CITY CORPORATION shall provide the amount of Thirty Thousand Dollars (\$30,000.00) 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 Advanced Environmental Criminal Training Program (Cal-AECTP) with CHMIA.*

PARTY CITY CORPORATION shall provide the amount of Thirty Thousand Dollars (\$30,000.00) payable to the California Hazardous Materials Investigators Association 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.

4. California District Attorneys Association Environmental Project.

PARTY CITY CORPORATION shall provide the amount of Fifteen Thousand Dollars (\$15,000.00) to be used by the California District Attorneys Association Environmental Project for the purpose of providing training consistent with the objectives of the Environmental Project.

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

Exhibit D-1

EXHIBIT D-1 -- COSTS

Agency	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 900.00
Contra Costa Co. District Attorney's Office	\$ 900.00
Los Angeles City Attorney's Office	\$ 900.00
Los Angeles Co. District Attorney's Office	\$ 900.00
Marin Co. District Attorney's Office	\$ 900.00
Monterey Co. District Attorney's Office	\$ 900.00
Napa Co. District Attorney's Office	\$ 900.00
Orange Co. District Attorney's Office	\$ 24,000.00
Placer Co. District Attorney's Office ¹ (see below)	\$ 900.00
Riverside Co. District Attorney's Office ² (see below)	\$ 900.00
Sacramento Co. District Attorney's Office ³ (see below)	\$ 900.00
San Bernardino Co. District Attorney's Office (SWCPP Costs) ⁴ (see below)	\$ 2,700.00
San Diego City Attorney's Office	\$ 900.00
San Diego Co. District Attorney's Office	\$ 900.00
San Francisco Co. District Attorney's Office	\$ 900.00
San Joaquin Co. District Attorney's Office	\$ 5,550.00
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
Shasta Co. District Attorney's Office	\$ 900.00
Solano Co. District Attorney's Office	\$ 30,300.00
Sonoma Co. District Attorney's Office	\$ 900.00
Stanislaus Co. District Attorney's Office	\$ 900.00
Ventura Co. District Attorney's Office	\$ 900.00
Yolo Co. District Attorney's Office ⁵	\$ 46,875.00
Total - Prosecutor Costs	\$ 127,425.00
<p>¹ 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>² RIVERSIDE Costs: "Defendant" shall pay \$900.00 as costs to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.</p>	
<p>³ 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>⁴ SAN BERNARDINO: \$1,800.00 is to be allocated for SWCPP costs and distributed as such.</p>	
<p>⁵ 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 \$26,875.00, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$20,000.00.</p>	

Exhibit D-2

EXHIBIT D-2 -- COSTS

Agency	Total Costs to Agency
Orange Co. - Environmental Health ¹	\$ 2,400.00
San Joaquin Co. - Environmental Health Department	\$ 1,500.00
Yolo Co. - Environmental Health	\$ 3,675.00
Total - Agency Costs	\$ 7,575.00
<p>¹ ORANGE: \$2,400.00 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>	