

OCT 16 2018

Filed
ROSA JUNQUEIRO, CLERK

By Krusty Kobers
DEPUTY

OCT 15 2018

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6 *Attorneys for Plaintiff,*
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7 *Additional Counsel listed as signatories*

346612
435.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN JOAQUIN

10 **THE PEOPLE OF THE STATE OF**
11 **CALIFORNIA,**

CASE NO. STK-CV-03T-2018-12909

12 **Plaintiff,**

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION AND FINAL JUDGMENT AND
PERMANENT INJUNCTION

13 **v.**

14 **J. C. PENNEY CORPORATION, INC., a**
Delaware Corporation,

Filing Fees Exempt (Govt. Code § 6103)

15 **Defendant.**
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1 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA (“People”), generally appearing
2 through its attorneys: Tori Verber Salazar, District Attorney of San Joaquin County; Nancy E.
3 O’Malley, District Attorney of Alameda County; Michael L. Ramsey, District Attorney of Butte
4 County; Diana Becton, District Attorney of Contra Costa County; Lisa A. Smittcamp, District
5 Attorney of Fresno County; Gilbert G. Otero, District Attorney of Imperial County; Thomas L.
6 Hardy, District Attorney of Inyo County; Lisa S. Green, District Attorney of Kern County; Keith
7 Fagundes, District Attorney of Kings County; Jackie Lacey, District Attorney of Los Angeles
8 County; Michael N. Feuer, City Attorney of Los Angeles; C. David Eyster, District Attorney of
9 Mendocino County; Larry D. Morse II, District Attorney of Merced County; Dean D. Flippo, District
10 Attorney of Monterey County; Clifford Newell, District Attorney of Nevada County; Tony
11 Rackauckas, District Attorney of Orange County; R. Scott Owens, District Attorney of Placer
12 County; Michael A. Hestrin, District Attorney of Riverside County; Anne Marie Schubert, District
13 Attorney of Sacramento County; Michael A. Ramos, District Attorney of San Bernardino County;
14 Summer Stephan, District Attorney of San Diego County; Mara W. Elliott, City Attorney of San
15 Diego; Dan Dow, District Attorney of San Luis Obispo County; Stephen M. Wagstaffe, District
16 Attorney of San Mateo County; Joyce E. Dudley, District Attorney of Santa Barbara County; Jeffrey
17 F. Rosen, District Attorney of Santa Clara County; Stephanie A. Bridgett, District Attorney of Shasta
18 County; J. Kirk Andrus, District Attorney of Siskiyou County; Krishna A. Abrams, District Attorney
19 of Solano County; Jill R. Ravitch, District Attorney of Sonoma County; Birgit A. Fladager, District
20 Attorney of Stanislaus County; Amanda Hopper, District Attorney of Sutter County; Tim Ward,
21 District Attorney of Tulare County; Gregory D. Totten, District Attorney of Ventura County; and Jeff
22 W. Reisig, District Attorney of Yolo County; and J. C. PENNEY CORPORATION, INC., a
23 Delaware Corporation, (“Defendant”) generally appearing through its attorneys, Gibson, Dunn &
24 Crutcher LLP by Charles J. Stevens;

25 **HEREBY STIPULATE AND AGREE AS FOLLOWS:**

26 The Final Judgment and Permanent Injunction appearing below may be entered by the Court
27 in the above-entitled matter.

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1 This Final Judgment and Permanent Injunction is not an admission or a denial by Defendant
2 of any fact or any violation of law in the above-captioned matter.

3 This Final Judgment and Permanent Injunction is a fair and reasonable resolution of the
4 matters alleged in the Complaint and in the public interest.

5 The Parties hereby also waive their right to appeal.

6 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

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

8 **1. JURISDICTION**

9 The Parties are generally appearing before the Superior Court of California, County of San
10 Joaquin, which by virtue of said general appearance has personal jurisdiction over the Parties to this
11 Final Judgment and Permanent Injunction. The Court finds that it has subject matter jurisdiction over
12 the matters alleged in this action.

13 **2. SETTLEMENT OF DISPUTED CLAIMS**

14 The Court finds that this Final Judgment is not an admission or a denial by Defendant
15 regarding any issue of law or fact in the above-captioned matter or any violation of any law; this
16 Final Judgment and Permanent Injunction is a fair and reasonable resolution of the matters alleged in
17 the Complaint; all Parties have stipulated and consented to the entry of this Final Judgment prior to
18 the taking of any proof, and without trial or adjudication of any fact or law herein; and pursuant to the
19 agreement of the Parties, the right to appeal is ordered waived.

20 **3. DEFINITIONS**

21 Except where otherwise expressly defined in this Final Judgment and Permanent Injunction,
22 all terms shall be interpreted consistent with the Hazardous Waste Control Law, Health and Safety
23 Code sections 25100-25259; Hazardous Materials Release Response Plans and Inventory Law,
24 Health and Safety Code sections 25500-25547.8; Medical Waste Management Act, Health and Safety
25 Code sections 117600-118360; and the regulations promulgated under these sections.

26 “Unified Program Agency” or “UPA” is an agency certified by the California Environmental
27 Protection Agency pursuant to the requirements of Chapter 6.11 of the Health and Safety Code and

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1 California Code of Regulations, Title 27, to implement certain State environmental programs within
2 the local agency's jurisdiction.

3 "Included Facilities" means Defendant's currently and formerly owned or operated retail
4 stores and Distribution Centers located in California. The specific list of the locations of the
5 California J. C. Penney Included Facilities is attached as **Exhibit A**.

6 "Distribution Center" means Defendant's current and subsequently owned or operated
7 warehouse and shipping facilities located in California that ship or receive products to or from
8 Defendant's California retail stores.

9 "California Facilities" means Defendant's currently and subsequently owned or operated
10 retail stores located in California.

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

13 **4. INJUNCTIVE RELIEF**

14 **4.1 Applicability**

15 The provisions of this injunction are applicable to Defendant, including its successors and
16 assigns, and all persons, partnerships, corporations, and other entities acting under, by, through, or on
17 behalf of Defendant with actual or constructive knowledge of this Injunction.

18 **4.2 General Injunctive Provision:**

19 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8,
20 118325 and Business and Professions Code section 17203, Defendant is permanently enjoined from
21 violating Chapters 6.5 and 6.95 of Division 20 of the California Health and Safety Code; the Medical
22 Waste Management Act, Health and Safety Code sections 117600-118360; and the regulations
23 promulgated under these chapters. Notwithstanding any other provision in this Final Judgment,
24 nothing in this Final Judgment shall relieve J. C. Penney from prospectively complying with any and
25 all applicable laws and regulations, nor shall any term of the Final Judgment extend to Defendant's
26 facilities, including its retail stores, outside the state of California.

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1 4.3 **Specific Injunctive Provisions:**

2 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8,
3 118325 and Business and Professions Code section 17203, Defendant is enjoined, restrained and
4 prohibited, to the extent that these provisions apply to Defendant's Distribution Centers and
5 California Facilities, from doing any of the following:

6 4.3.a. Disposing, or causing the disposal, of Defendant's hazardous waste at a point
7 not authorized by law, as required by Health and Safety Code sections 25189 and 25189.2, including,
8 without limitation, to any trash container, dumpster, compactor, drain, sink, or toilet at any of the
9 California Facilities, and onto the surface or subsurface of the ground at any unauthorized location, or
10 at a landfill or transfer station not authorized to receive hazardous waste;

11 4.3.b. Transporting, transferring custody of, or causing to be transported, hazardous
12 waste using a transporter that is not registered to transport hazardous waste, as required by Health and
13 Safety Code section 25163;

14 4.3.c. Failing to determine if a generated waste, including but not limited to, items
15 returned by customers to California Facilities, items that become waste as a result of container
16 breakage and damage, and wastes generated at California Facilities, is a hazardous waste, as required
17 by Title 22 of the California Code of Regulations section 66262.11;

18 4.3.d. Treating, storing, disposing of, transporting, and offering for transportation,
19 hazardous waste without having received and used a proper identification number from the U.S.
20 Environmental Protection Agency or the California Department of Toxic Substances Control
21 ("DTSC") for the originating facility, as required by Title 22 of the California Code of Regulations,
22 section 66262.12, subdivision (a);

23 4.3.e. Failing to submit to DTSC a legible copy of each manifest used within thirty
24 (30) days of each shipment of hazardous waste off-site or into California, as required by Title 22 of
25 the California Code of Regulations, section 66262.23, subdivision (a);

26 4.3.f. Failing to properly manage, identify the date of accumulation, and label
27 containers of hazardous waste at California Facilities, as required by Title 22 of the California Code
28 of Regulations, section 66262.34;

1 4.3.g. Failing to accumulate hazardous waste in proper containers, as required by
2 Title 22 of the California Code of Regulations, section 66262.34;

3 4.3.h. Failing to maintain facilities to minimize the release of hazardous waste, as
4 required by Title 22 of the California Code of Regulations, section 66262.34;

5 4.3.i. Failing to conduct weekly inspections of hazardous waste storage areas, as
6 required by Title 22 of the California Code of Regulations, section 66265.174 and Title 40 of the
7 Code of Federal Regulations, section 265.174;

8 4.3.j. Failing to keep containers of hazardous waste closed, except when removing or
9 adding hazardous waste, as required by Title 22 of the California Code of Regulations, section
10 66265.173;

11 4.3.k. Failing to maintain a program for the lawful storage, handling and
12 accumulation of hazardous waste, and for the lawful segregation of hazardous-waste items that are in
13 leaking containers, at each California Facility, as required by Health and Safety Code section 25123.3
14 and Title 22 of the California Code of Regulations, sections 66262.34 [Accumulation Time],
15 66265.173 [Management of Containers] and 66265.177 [Special Requirements for Incompatible
16 Wastes];

17 4.3.l. Failing to implement, maintain or submit to the unified program agency (as
18 defined in Health and Safety Code sections 25501 and 25502), a complete hazardous materials
19 business plan for each of the California Facilities, as required by Health and Safety Code sections
20 25505 and 25508 and Title 19 of the California Code of Regulations, section 2650 [Minimum
21 Standards for Business Plans];

22 4.3.m. Failing to implement, maintain and comply with an employee training program
23 meeting the requirements of Health and Safety Code section 25505, subdivision (a)(4), and Title 19
24 of the California Code of Regulations, section 2659 [Training], pertaining to hazardous materials and
25 business and area plans, including but not limited to Hazardous Materials Business Plans;

26 4.3.n. Failing to comply with employee training obligations pertaining to handling of
27 hazardous waste and emergency procedures at California Facilities, as required by Title 22 of the
28 California Code of Regulations, section 66262.34 and Title 40 of the Code of Federal Regulations,

1 section 262.16, subdivision (b)(9)(iii);

2 4.3.o. Failing to retain copies of all required hazardous waste manifests for three (3)
3 years, as required by Health and Safety Code sections 25160, subdivisions (a) and (b), 25160.2,
4 subdivision (b)(3), and Title 22 of the California Code of Regulations section 66262.40, subdivision
5 (a);

6 4.3.p. Failing to properly manage, mark, and store universal waste at each California
7 Facility in compliance with the standards for universal waste management found in Title 22 of the
8 California Code of Regulations, sections 66273.33 [Universal Waste Management Requirements for
9 Batteries, Lamps, and Mercury-Containing Equipment] through 66273.36 [Personnel Training]; or in
10 the alternative, failing to manage such waste as hazardous waste as required by Chapter 6.5 of the
11 Health and Safety Code and its implementing regulations in Title 22 of the California Code of
12 Regulations, including, but not limited to, section 66262.34;

13 4.3.q. Failing to comply with the California Medical Waste Management Act, Health
14 and Safety Code section 117600 *et seq.*, by improperly storing, transporting, and disposing of
15 medical waste, including but not limited to pharmaceutical waste as defined in Health and Safety
16 Code section 117690, as required by Health and Safety Code sections 117915 and 117918;

17 4.3.r. Failing to comply with the requirements for the containerizing and storage of
18 biohazardous waste, as required by Health and Safety Code section 118280; and

19 4.3.s. Failing to take all reasonable steps to dispose, or arrange for the disposal, of
20 customer records generated as a result of Defendant's business operations in California within its
21 custody or control containing personal information, as required by Civil Code 1798.81.

22 4.4 **Compliance Assurance Program**

23 4.4.a. **California Safety and Waste Management Employee.** Defendant will hire
24 or designate an employee within thirty (30) days of the approval of this Final Judgment by the Court,
25 dedicated to implementation, training and enhancement of Defendant's hazardous, universal, and
26 medical waste management policies and procedures (the "California Safety and Waste Management
27 Employee"). No less than 50% of the California Safety and Waste Management Employee's
28 responsibilities and assigned duties will be related to California specific hazardous material and

1 hazardous waste management.

2 The California Safety and Waste Management Employee shall ensure that all active
3 employees at California Facilities whose roles and responsibilities include management of hazardous
4 waste and hazardous materials receive annual training on hazardous, universal, and medical waste
5 management policies and procedures. Additionally, the California Safety and Waste Management
6 Employee shall regularly review all such training programs and materials and make, or cause to be
7 made, any appropriate updates and revisions to ensure compliance with California specific hazardous
8 material and hazardous waste management.

9 Copies of inspection reports and any notice of violation received by a California Facility from
10 any Unified Program Agency alleging new violations of the Specific Injunctive Provisions described
11 in paragraph 4.3 above, shall be provided to the California Safety and Waste Management Employee
12 within thirty (30) days of receipt. It shall be within the responsibilities of the California Safety and
13 Waste Management Employee to work with and coordinate any necessary response to the UPA or the
14 Participating Agency. In the event that during any twelve (12) month, continuous period of time, two
15 (2) or more California Facilities are inspected and receive a notice of violation or other similarly
16 titled document, which alleges identical violations of one (1) or more of the Specific Injunctive
17 Provisions described in paragraph 4.3 above, Defendant shall within thirty (30) days of the second or
18 subsequent notice of violation, provide written notice to the General Manager of all California
19 Facilities of: (1) the allegation; (2) the proper procedures to alleviate future violations; and, (3)
20 where appropriate, the corresponding sections of the training programs and materials to prevent
21 future violations.

22 4.4.b. **Third-Party Contractor.** J. C. Penney shall identify and retain an
23 independent third-party contractor within sixty (60) days of the approval of this Final Judgment by
24 the Court and shall serve each of the People's representatives listed in Paragraph 8 below with a
25 statement identifying the name, address, and telephone number of the independent third-party
26 contractor. Defendant shall notify each of the People's representative listed in Paragraph 8 below
27 within thirty (30) days of any change in such third-party contractor.

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1 **4.4.c. Third-Party Contractor Compactor Audits.** J. C. Penney shall conduct, on
2 an annual basis, through an independent third-party contractor, audits of at least ten percent (10%) of
3 its California Facilities to assure its ongoing compliance with the requirements of this Final
4 Judgment. In determining the number of required audits for a twelve (12) month period, the
5 independent third-party contractor shall make the calculation using the number of California
6 Facilities that were open as of January 1 of that given year. Each audit shall consist of an
7 unannounced inspection of the California Facility's dumpster(s), hazardous-waste storage or
8 accumulation area(s), and compactor(s).

9 4.4.c.1. The independent third-party contractor, shall provide to J. C.
10 Penney a detailed annual audit statement, within thirty (30) days following the
11 completion of the last required audit of each year. The annual audit statement shall
12 identify each facility location audited and the results of that audit. J. C. Penney shall
13 provide a copy of the annual audit statement to each the People's representatives listed
14 in Paragraph 8 below;

15 4.4.c.2. The California Safety and Waste Management Employee shall
16 review the annual audit statement and determine if any remedial measures to prevent
17 future similar findings at Compactor Audits should be implemented;

18 4.4.c.3. As part of the annual training on hazardous, universal and
19 medical waste management policies and procedures, the California Safety and Waste
20 Management Employee shall summarize the annual audit statement of the preceding
21 year, and modify the training accordingly.

22 **4.4.d. Third-Party Contractor Distribution Center Audits.** Defendant shall
23 conduct on an annual basis, through an independent third-party contractor, audits of all California
24 Distribution Centers in operation for more than four (4) months during the twelve (12) month audit
25 period, to assure its ongoing compliance with the requirements of this Final Judgment.

26 4.4.d.1. The independent third-party contractor shall provide to J. C.
27 Penney a detailed annual audit statement, within 30 days following the completion of
28 the last required audit of each year. The annual audit statement shall identify each

1 facility location audited and the results of that audit. J. C. Penney shall provide a copy
2 of the annual audit statement to each the People's representatives listed in Paragraph 8
3 below;

4 4.4.d.2. The California Safety and Waste Management Employee shall
5 review the annual audit statement and determine if any remedial measures to prevent
6 future similar findings at Distribution Center Audits should be implemented;

7 4.4.d.3. As part of the annual training on hazardous, universal and
8 medical waste management policies and procedures, the California Safety and Waste
9 Management Employee shall summarize the annual audit statement of the preceding
10 year, and modify the training accordingly.

11 4.4.d. **Daily Hazardous Waste Store Inspections.** Defendant will perform daily
12 inspections of its California Facilities through the end of July 2023 to ensure that hazardous waste
13 and hazardous materials are being properly handled.

14 4.4.e. **Training.** Defendant shall provide any required training under this Final
15 Judgment to each active employee whose roles and responsibilities include handling or management
16 of hazardous material and/or hazardous waste at the California Facilities. Defendant shall maintain
17 proof of the training required by California Code of Regulations, Title 22, section 66265.16 and 40
18 C.F.R. § 262.17(a)(7) for each such employee as follows:

19 4.4.e.1. For each training required by California Code of Regulations,
20 Title 22, section 66265.16 and 40 C.F.R. § 262.17(a)(7) Defendant, J. C. Penney, shall
21 maintain a "Training Roster" identifying the person or electronic learning system
22 providing the training, a listing of the name and employee number of each employee
23 participating in the training, the date of the training, and the employee's signature
24 acknowledging attendance at the training or other documentation from the electronic
25 learning system that the employee completed the electronic training.

26 4.4.e.2. A copy of the "Training Roster" evidencing each employee's
27 training required by California Code of Regulations, Title 22, section 66265.16 and 40
28 C.F.R. § 262.17(a)(7) shall be maintained at each facility location for the employees at

1 that facility, either in hard copy or electronically, where the employee provides any
2 labor or services. (If an employee provides labor or services at more than one location,
3 a copy of the "Training Roster" shall be maintained at each facility.)

4 4.4.e.3. The facility manager or supervisor shall not permit an
5 employee to provide hazardous-waste related labor or services at a California Facility if
6 the employee has not received hazardous-waste related training appropriate for the
7 employee's job description, or if more than one year has elapsed since the employee was
8 last trained as required by Title 22, section 66265.16.

9 4.4.e.4. Defendant shall maintain a copy of each "Training Roster" at
10 each California Facility (for employees trained at that facility), either in hard copy or
11 electronically, for a period of five (5) years from the date the training required by this
12 Final Judgment was conducted, regardless of the duration of the employee's
13 employment.

14 4.4.e.5. Defendant shall make available within three (3) business days
15 upon request by any UPA Inspector, peace officer, or agent of the Department of
16 Justice, Cal EPA, the Department of Toxic Substances Control or District Attorney, all
17 requested "Training Rosters" for California Facilities.

18 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS, AND**
19 **COSTS**

20 5.1 **Civil Penalties**

21 Within twenty-one (21) business days after entry of this Final Judgment, Defendant shall pay
22 ONE MILLION, SEVEN HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (~~\$1,785,000.00~~).as
23 civil penalties pursuant to Health and Safety Code sections 25189 and 25515, and Business and
24 Professions Code section 17206, in accordance with the terms of **Exhibits B-1 and B-2**, attached.

25 5.2 **Hazardous Waste Minimization and Enhanced Compliance Projects**

26 On or before five years following entry of this Final Judgment, Defendant shall spend a
27 minimum of FIVE HUNDRED NINETY-FIVE THOUSAND DOLLARS (~~\$595,000.00~~) on projects
28 to reduce hazardous waste generation and/or enhance the performance of Defendant's hazardous

1 waste management in California, pursuant to **Exhibit C** attached. Expenditures made for these
2 projects prior to the date of entry of this Final Judgment shall be included in any calculation to
3 determine compliance with this paragraph. These projects are not in mitigation of any penalties
4 sought by the People.

5 **5.3 Reimbursement of Costs of Investigation and Enforcement**

6 Within twenty-one (21) business days after entry of this Final Judgment, Defendant shall pay
7 THREE HUNDRED FIFTY THOUSAND DOLLARS (~~\$350,000.00~~), for reimbursement of
8 attorneys' fees, costs of investigation, and other costs of enforcement, to the entities identified in, and
9 in accordance with the terms of, **Exhibits D-1 and D-2**, attached.

10 **5.4 Payments and Expenditures**

11 The payment of all civil penalties, reimbursement of cost payments and other expenditures set
12 forth in paragraphs 5.1 and 5.3, above, shall be made by checks and delivered to the District
13 Attorney's Office for the County of San Joaquin, Attention: Celeste Kaisch, Deputy District
14 Attorney, for distribution pursuant to the terms of this Final Judgment.

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

16 Except as expressly stated in Paragraph 7 below, the People may move this Court for
17 additional relief for any violation of any provision of this Final Judgment including, but not limited
18 to, contempt, additional injunctive provisions, or additional penalties consistent with the provisions of
19 this Final Judgment. Except as expressly stated in this Final Judgment, nothing herein shall limit any
20 rights of the People to seek any other relief or remedies provided by law, or the rights of Defendant to
21 defend against any request of the People for such other relief or remedies.

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

23 7.1 This Final Judgment is a final and binding resolution and settlement of all
24 violations and causes of action arising from the facts set forth in the Complaint as to the Included
25 Facilities and covers Defendant and Defendant's predecessors and successors in interests, parent
26 corporations, and subsidiaries, along with their past, present and future directors, officers, and
27 employees, and shall be known as "Covered Matters." A "Reserved Claim" is any claim, violation, or
28 cause of action that is not a Covered Matter. Reserved Claims include, without limitation, any

1 unknown violation, any violation that occurs after the filing of this Final Judgment and Permanent
2 Injunction and any claim, violation, or cause of action against Defendant's independent contractors or
3 subcontractors.

4 7.2 Reserved Claims also include any claims or causes of action against
5 Defendant for performance of cleanup, corrective action, or response action for any actual past or
6 future releases, spills, or disposals of hazardous waste or hazardous substances that were caused or
7 contributed to by Defendant at or from any of Defendant's Included Facilities but are not included as
8 Covered Matters.

9 7.3 In any subsequent action that may be brought by the People based on any
10 Reserved Claim, Defendant agrees that it will not assert that failing to pursue any Reserved Claim as
11 part of this action constitutes claim-splitting.

12 7.4 Any claims by Defendant, civil or administrative, against the People or
13 against any agency of the State of California, or any county or city in the State of California, or any
14 UPA, Participating Agency or local agency (collectively "Agencies"), or against any of their officers,
15 employees, representatives, agents or attorneys, arising out of or related to any Covered Matter are
16 hereby merged into and extinguished by this Final Judgment; provided, however, that if any Agencies
17 initiate claims against Defendant, Defendant retains any and all rights and defenses against such
18 Agencies, including but not limited to, the defense of *res judicata*.

19 7.5 Paragraph 7.1 does not limit the ability of the People to enforce the terms of
20 this Final Judgment.

21 7.6 Any event that is beyond the control of Defendant and that prevents timely
22 performance of any obligation under Paragraph 4 of this Final Judgment, despite its best efforts to
23 fulfill that obligation, is a "force majeure" event. The requirement that Defendant exercise its "best
24 efforts to fulfill the obligation" includes the requirement that Defendant use its best efforts to
25 anticipate any potential force majeure event and use best efforts to address the effects of any potential
26 force majeure event: (1) as it is occurring, and (2) following the force majeure event, such that the
27 delay is minimized to the greatest extent feasible. "Force majeure" does not include financial
28 inability to fund or complete an obligation.

1 **8. NOTICE**

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

3 For the People:

4 Celeste Kaisch
5 Deputy District Attorney
6 San Joaquin County District Attorney's Office
7 222 E. Weber Ave., Room 202
8 Stockton, CA 95202
9 Celeste.Kaisch@sjcda.org

7 David J. Irely
8 Assistant Chief Deputy District Attorney
9 Yolo County District Attorney's Office
10 Consumer Fraud and Environmental Protection Division
11 301 Second Street
12 Woodland, CA 95695
13 David.Irely@yolocounty.org

11 With a copy to:

12 For Defendant:
13 General Counsel
14 J. C. Penney Corporation, Inc.
15 6501 Legacy Drive
16 M.S. 4103
17 Plano, TX 75024

16 With copy to:

17 Charles Stevens
18 Gibson Dunn & Crutcher LLP
19 555 Mission Street, Suite 3000
20 San Francisco, CA 94105
21 cstevens@gibsondunn.com

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

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1 **9. EFFECT OF FINAL JUDGMENT**

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

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

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

11 **11. LIABILITY OF THE PEOPLE**

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

18 **12. INTERPRETATION**

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

23 **13. INTEGRATION**

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

1 **14. FUTURE REGULATORY CHANGES**

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

8 **15. TERMINATION OF COMPLIANCE PROGRAM**

9 Defendant's obligations to engage in a compliance program pursuant to Paragraph 4.4 of this
10 Final Judgment shall terminate five (5) years after the Effective Date of this Final Judgment.

11 **16. APPLICATION OF FINAL JUDGMENT**

12 This Final Judgment shall apply to and be binding upon the People and upon Defendant and
13 its officers, directors, employees, successors and assigns.

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

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

18 **18. CONTINUING JURISDICTION**

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

22 **19. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

23 Defendant shall permit any duly authorized representative of the People to inspect and copy
24 non-privileged records and documents relevant to determine compliance with the terms of this Final
25 Judgment, provided that the People may not request records or documents relating to or constituting
26 any internal or third-party audits the Defendant may choose to conduct related to environmental
27 compliance. This paragraph shall not limit the People's authority to access or obtain information,
28 records and documents pursuant to any other law, statute, or regulation.

1 **20. PAYMENT OF LITIGATION EXPENSES AND FEES**

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

4 **21. COUNTERPART SIGNATURES**

5 The stipulation for entry of this Final Judgment may be executed by the Parties in
6 counterparts.

7 **22. INCORPORATION OF EXHIBITS**

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

9 **23. MODIFICATION**

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

13 **24. STATUS REPORTS**

14 Beginning twelve (12) months after entry of this Final Judgment, for as long as the injunctive
15 provisions of this Final Judgment remains in effect, Defendant shall submit an annual status report to
16 the People's representatives listed in Paragraph 8 above.

17 The status report shall include the following: (1) a brief summary of the actions Defendant has
18 taken at the corporate level related to California Facilities during the previous year in order to comply
19 with its obligations under this Final Judgment; (2) copies of any notices of violation that Defendant
20 received pertaining to environmental matters covered by Paragraph 4 above, (3) copies of any return
21 to compliance submitted by Defendant in response to any notices of violation above; (4) summaries
22 of corrective measures taken as a result of any notices of violation issued to J. C. Penney; (5)
23 summaries of any penalty amounts Defendant paid to any California governmental agency for alleged
24 noncompliance with any environmental statute or regulation arising from business operations in
25 California covered by Paragraph 4 above and related to this action; and (6) disclose and provide a
26 copy of the Third-Party Contractor's annual audit statement, as described in Paragraphs 4.4.c and
27 4.4.d.

28 ///

1 Each status report shall be signed under penalty of perjury, by a Defendant's representative
2 with oversight responsibility for the matters contained therein, that to the best of his or her actual
3 knowledge, based on information and belief, and after reasonable investigation, the information
4 contained therein is true and correct. Provided, further, that beginning one (1) year after entry of this
5 Final Judgment, and continuing for as long as this Final Judgment remains in effect, Defendant shall,
6 at the People's request, on no more than an annual basis, meet to describe to the People's
7 representatives the status of Defendant's compliance with Paragraph 4 of this Final Judgment.

8 **25. TERMINATION OF PERMANENT INJUNCTION**

9 At any time after this Final Judgment has been in effect for five (5) years, and Defendant has
10 paid and expended all amounts required under the Final Judgment, Defendant may move to terminate
11 the injunctive provisions in Paragraph 4.2 and 4.3, pursuant to Code of Civil Procedure sections 533
12 and Civil Code 3424. After this Final Judgment has been in effect for seven (7) years, and
13 Defendants have paid and expended all amounts required under the Final Judgment, the injunctive
14 provisions in Paragraph 4.2 and 4.3 will terminate automatically.

15 **26. EFFECTIVE DATE OF FINAL JUDGMENT**

16 This Final Judgment and Permanent Injunction shall become effective upon entry, and Notice
17 of Entry of Judgment is waived.

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IT IS SO STIPULATED.

FOR THE PEOPLE:


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

DATED: 9/21/18

By: 
CELESTE KAISCH
Deputy District Attorney

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

DATED: 9-21-18

By: 
KENNETH A. MIFSUD
Assistant District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9/26/18

By: 
STACEY GRASSINI
Deputy District Attorney

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FOR THE PEOPLE:

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County of San Joaquin, State of California

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By: _____
CELESTE KAISCH
Deputy District Attorney

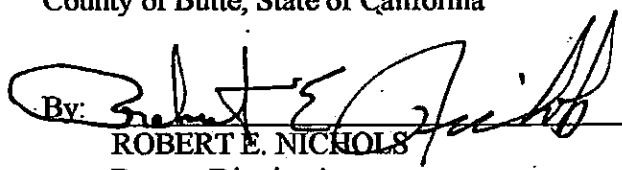
NANCY E. O'MALLEY, District Attorney
County of Alameda, State of California

DATED: _____

By: _____
KENNETH A. MIFSUD
Assistant District Attorney

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

DATED: 9/10/18

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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


DATED: _____

By: _____
STACEY GRASSINI
Deputy District Attorney

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

DATED: 9/13/18

By: 
ADAM J. KOOK
Deputy District Attorney

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

DATED: _____

By: _____ for
GILBERT G. OTERO
District Attorney

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

DATED: _____

By: _____ for
THOMAS L. HARDY
District Attorney

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

DATED: _____

By: _____
JEFFREY W. NOE
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

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By: _____
ADAM J. KOOK
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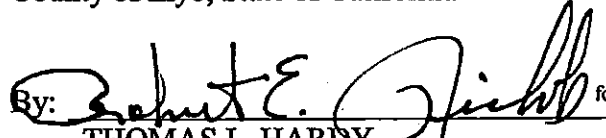
GILBERT G. OTERO, District Attorney
County of Imperial, State of California

DATED: 9/10/18

By:  for
GILBERT G. OTERO
District Attorney

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

DATED: 9/10/18

By:  for
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District Attorney

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County of Kern, State of California

DATED: _____

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JEFFREY W. NOE
Deputy District Attorney

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

DATED: 9/10/18

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Deputy District Attorney

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County of Imperial, State of California

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By: _____ for
GILBERT G. OTERO
District Attorney

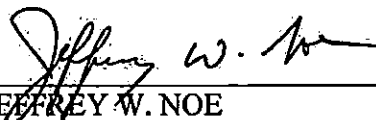
THOMAS L. HARDY, District Attorney
County of Inyo, State of California

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

DATED: 9/21/18

By: 
JESSICA BROWN
Deputy City Attorney

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

DATED: 9/26/18

By: 
DANIEL J. WRIGHT
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ANNE M. MICHAELS
Assistant District Attorney

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

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JESSICA BROWN
Deputy City Attorney

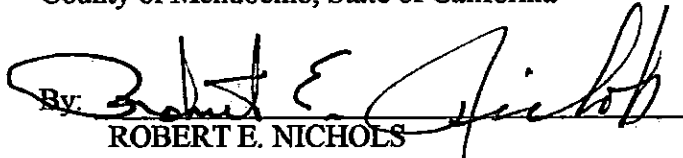
JACKIE LACEY, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

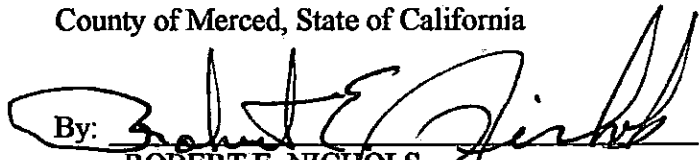
C. DAVID EYSTER, District Attorney
County of Mendocino, State of California

DATED: 9/10/18

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

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Assistant District Attorney

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

DATED: _____

By: _____
JESSICA BROWN
Deputy City Attorney

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

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DANIEL J. WRIGHT
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County of Mendocino, State of California

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County of Monterey, State of California

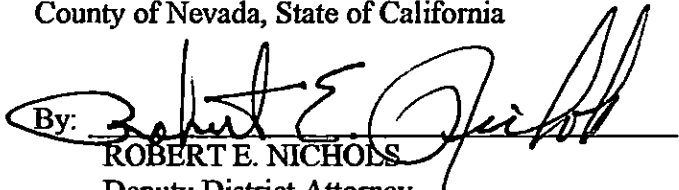
DATED: Sept. 11, 2018

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

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

DATED: 9/10/18

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

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

DATED: _____

By: _____
LAUREN MARTINEAU
Deputy District Attorney

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

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: _____ By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 9/21/18 By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: 9/25/18 By: _____
JANE CRUE
Deputy District Attorney

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

DATED: 9/21/18 By: _____
LAUREN MARTINEAU
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ANNE MARIE SCHUBERT, District Attorney
County of Sacramento, State of California

DATED: 9/21/18 By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: 9/24/18

By: 
DANIEL LOUGH
Deputy District Attorney

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

DATED: _____

By: _____
MICHAEL R. HUDSON
Deputy City Attorney

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

DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

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

DATED: _____

By: _____
ERIC J. DOBROTH
Assistant District Attorney

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

DATED: _____

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

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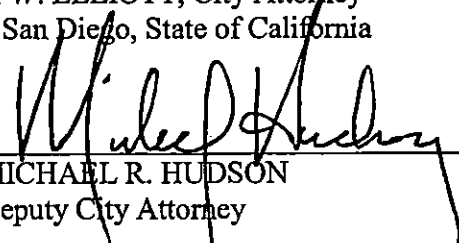
MICHAEL A. RAMOS, District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
DANIEL LOUGH
Deputy District Attorney

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

DATED: 9.10.18

By: 
MICHAEL R. HUDSON
Deputy City Attorney

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

DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

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

DATED: _____

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

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City of San Diego, State of California

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DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

DANDOW, District Attorney
County of San Luis Obispo, State of California

DATED: Sept 10, 2018

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

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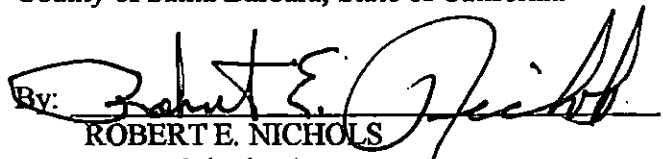
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By: 
JOHN E. WILSON
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JOYCE E. DUDLEY, District Attorney
County of Santa Barbara, State of California

DATED: 9/10/12

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
YEN B. DANG
Supervising Deputy District Attorney

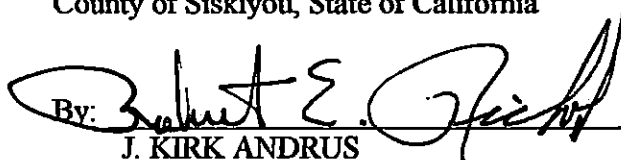
STEPHANIE A. BRIDGETT, District Attorney
County of Shasta, State of California

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

J. KIRK ANDRUS, District Attorney
County of Siskiyou, State of California

DATED: 9/10/18

By:  for
J. KIRK ANDRUS
District Attorney

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

DATED: _____

By: _____
DIANE M. NEWMAN
Deputy District Attorney

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JOYCE E. DUDLEY, District Attorney
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By: _____

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DATED: 9/13/18

By: *Yen Dang*

YEN B. DANG
Supervising Deputy District Attorney

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County of Shasta, State of California

DATED: _____

By: _____

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DATED: _____

By: _____ for

J. KIRK ANDRUS
District Attorney

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

DATED: _____

By: _____

DIANE M. NEWMAN
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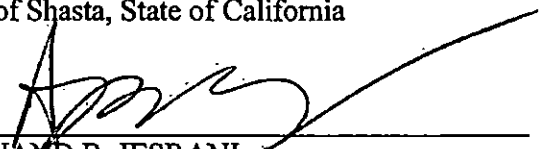
JOYCE E. DUDLEY, District Attorney
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DATED: _____ By: _____
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JEFFREY F. ROSEN, District Attorney
County of Santa Clara, State of California

DATED: _____ By: _____
YEN B. DANG
Supervising Deputy District Attorney


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

DATED: 09/20/2018 By: 
ANAND B. JESRANI
Deputy District Attorney

J. KIRK ANDRUS, District Attorney
County of Siskiyou, State of California

DATED: _____ By: _____ for
J. KIRK ANDRUS
District Attorney

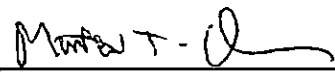
KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: 9/25/2018 By: 
DIANE M. NEWMAN
Deputy District Attorney

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

DATED: 9/27/18

By: 
MATTHEW T. CHEEVER
Deputy District Attorney

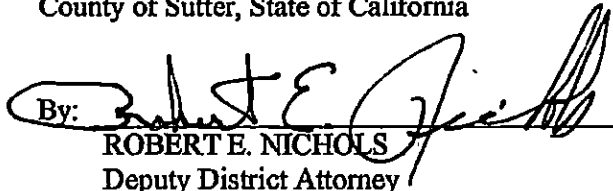
BIRGIT A. FLADAGER, District Attorney
County of Stanislaus, State of California

DATED: _____

By: _____
RICHARD B. MURY, III
Deputy District Attorney

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

DATED: 9/10/18

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
PAULA C. CLARK
Deputy District Attorney

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

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

DATED: _____

By: _____
MATTHEW T. CHEEVER
Deputy District Attorney

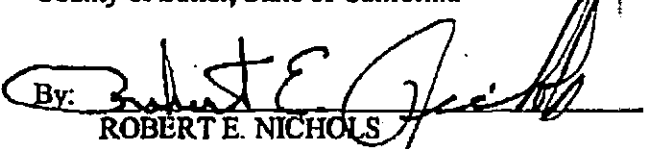
BIRGIT A. FLADAGER, District Attorney
County of Stanislaus, State of California

DATED: 9-27-18

By: 
RICHARD B. MURRY, III
Deputy District Attorney

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

DATED: 9/10/18

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
PAULA C. CLARK
Deputy District Attorney

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

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

DATED: _____

By: _____
MATTHEW T. 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 HOPPER, District Attorney
County of Sutter, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney


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

DATED: 9/7/18

By: 
PAULA C. CLARK
Deputy District Attorney


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

DATED: 9/25/2018

By: 
MITCHELL F. DISNEY
Senior Deputy District Attorney

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

DATED: 9/11/18

By: 
DAVID J. IREY
Assistant Chief Deputy District Attorney

FOR J. C. PENNEY CORPORATION, INC.:

DATED: _____

By: _____
Anthony Hurst
Senior Vice President, Stores

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: _____

GIBSON, DUNN & CRUTCHER LLP

By: _____
Charles J. Stevens
Attorneys for J. C. Penney Corporation, Inc.

IT IS SO ORDERED.

DATED: _____

By: _____
JUDGE OF THE SUPERIOR COURT

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

DATED: _____

By: _____

DAVID J. IREY
Assistant Chief Deputy District Attorney

FOR J. C. PENNEY CORPORATION, INC.:

DATED: 9-26-18

By: *Anthony Hurst*

Anthony Hurst
Senior Vice President, Stores

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: 9/27/18

GIBSON, DUNN & CRUTCHER LLP

By: *Charles J. Stevens*

Charles J. Stevens
Attorneys for J. C. Penney Corporation, Inc.

IT IS SO ORDERED.

DATED: 10/16/18

By: *[Signature]*
JUDGE OF THE SUPERIOR COURT

BARBARA A. KRONLUND

EXHIBIT A

**EXHIBIT A -
CALIFORNIA J. C. PENNEY INCLUDED FACILITIES**

	UNIT	ADDRESS	CITY	COUNTY	ZIP
1	389	1500 STONERIDGE MALL RD	PLEASANTON	ALAMEDA	94588-3276
2	389	5532 SPRINGDALE AVENUE	PLEASANTON	ALAMEDA	94588
3	1844	340 SOUTHLAND MALL	HAYWARD	ALAMEDA	94545-2158
4	2496	500 NEWPARK MALL	NEWARK	ALAMEDA	94560-5214
5	2613	1932 E 20TH ST	CHICO	BUTTE	95928-6398
6	370	1000 HILLTOP MALL	RICHMOND	CONTRA COSTA	94806-1992
7	691	484 SUN VALLEY MALL	CONCORD	CONTRA COSTA	94520-5818
8	691	685 CONTRA COSTA BLVD.	PLEASANT HILL	CONTRA COSTA	94523
9	2955	4951 SLATTEN RANCH RD	ANTIOCH	CONTRA COSTA	94531-8695
10	1932	555 E SHAW AVE	FRESNO	FRESNO	93710-7770
11	1932	7490 N. BLACKSTONE AVE.	FRESNO	FRESNO	93720
12	2725	3350 E FLORAL AVE	SELMA	FRESNO	93662-9037
13	1028	315 E SECOND ST	CALEXICO	IMPERIAL	92231-2755
14	2816	3351 S DOGWOOD	EL CENTRO	IMPERIAL	92243-9672
15	1385	201 S MAIN ST	BISHOP	INYO	93514-9983
16	1512	1228 MAIN ST	DELANO	KERN	93215-1736
17	2209	2501 MING AVE	BAKERSFIELD	KERN	93304-4400
18	1020	1671 W LACEY BLVD	HANFORD	KINGS	93230-5926
19	246	20700 AVALON BLVD	CARSON	LOS ANGELES	90746-3796
20	250	67 LAKEWOOD CTR MALL	LAKEWOOD	LOS ANGELES	90712-2482
21	451	1140 SAN FERNANDO RD	SAN FERNANDO	LOS ANGELES	91340-3292
22	465	24140 MAGIC MOUNTAIN PKY	SANTA CLARITA	LOS ANGELES	91355-3913
23	699	1169 GLENDALE GALLERIA	GLENDALE	LOS ANGELES	91210-1301
24	955	6420 S PACIFIC BLVD	HUNTINGTON PARK	LOS ANGELES	90255-4104
25	1337	100 STONEWOOD ST	DOWNEY	LOS ANGELES	90241-3994
26	1417	400 S BALDWIN AVE	ARCADIA	LOS ANGELES	91007-1900
27	1505	1203 PLAZA DR	WEST COVINA	LOS ANGELES	91790-2885
28	1572	6000 S HANNUM AVE	CULVER CITY	LOS ANGELES	90230-6504
29	1811	21840 S HAWTHORNE BLVD	TORRANCE	LOS ANGELES	90503-7000
30	2172	1600 TOWN CENTER DR	MONTEBELLO	LOS ANGELES	90640-2197
31	2388	1131 W RANCHO VISTA BLVD	PALMDALE	LOS ANGELES	93551-3945
32	2677	9301 TAMPA AVE	NORTHRIDGE	LOS ANGELES	91324-2503
33	1388	205 N ORCHARD AVE	UKIAH	MENDOCINO	95482-4588
34	494	600 MERCED MALL	MERCED	MERCED	95348-2496
35	1142	951 W PACHECO BLVD	LOS BANOS	MERCED	93635-3995
36	557	15740 WHITTWOOD LANE	WHITTIER	MONTEREY	90603-2383
37	1241	100 NORTHRIDGE MALL	SALINAS	MONTEREY	93906-2097
38	2326	732 FREEMAN LANE	GRASS VALLEY	NEVADA	95949-9695
39	1223	24200 LAGUNA HILLS MALL	LAGUNA HILLS	ORANGE	92653-3695

**EXHIBIT A -
CALIFORNIA J. C. PENNEY INCLUDED FACILITIES**

	UNIT	ADDRESS	CITY	COUNTY	ZIP
40	1778	2200 N TUSTIN ST	ORANGE	ORANGE	92865-3704
41	2648	400 BREA MALL	BREA	ORANGE	92821-5737
42	2649	400 WESTMINSTER MALL	WESTMINSTER	ORANGE	92683-4979
43	2649	510 WESTMINSTER MALL	WESTMINSTER	ORANGE	92683
44	2858	6141 ORANGETHORPE AVE	BUENA PARK	ORANGE	90620
45	2919	2890 N MAIN ST	SANTA ANA	ORANGE	92705
46	DC	6800 VALLEY VIEW AVE	BUENA PARK	ORANGE	90620-1162
47	2796	1125 GALLERIA BLVD	ROSEVILLE	PLACER	95678-1917
48	345	2200 W FLORIDA AVE	HEMET	RIVERSIDE	92545-3666
49	1960	3605 GALLERIA AT TYLER	RIVERSIDE	RIVERSIDE	92503-4198
50	2096	72900 HWY 111	PALM DESERT	RIVERSIDE	92260-3315
51	2480	22450 TOWN CIR	MORENO VALLEY	RIVERSIDE	92553-7506
52	2783	40640 WINCHESTER RD	TEMECULA	RIVERSIDE	92591-5504
53	2783	41578 EASTMAN DRIVE	MURRIETA	RIVERSIDE	92562-7049
54	1206	6100 SUNRISE BLVD	CITRUS HEIGHTS	SACRAMENTO	95610-6973
55	2467	1695 ARDEN WAY	SACRAMENTO	SACRAMENTO	95815-4030
56	217	14370 BEAR VALLEY RD	VICTORVILLE	SAN BERNARDINO	92392-5402
57	224	300 INLAND CTR	SAN BERNARDINO	SAN BERNARDINO	92408-1921
58	1614	5100 MONTCLAIR PLAZA LANE	MONTCLAIR	SAN BERNARDINO	91763-1598
59	2242	14500 BEAR VALLEY RD	VICTORVILLE	SAN BERNARDINO	92392-5499
60	2631	58000 TWENTY-NINE PALMS HWY	YUCCA VALLEY	SAN BERNARDINO	92284-2555
61	2823	12399 S MAINSTREET	RANCHO CUCAMONGA	SAN BERNARDINO	91739-8810
62	2849	10000 ALABAMA ST	REDLANDS	SAN BERNARDINO	92374-2062
63	2855	8442 HAVEN AVENUE	RANCHO CUCAMONGA	SAN BERNARDINO	91730
64	2855	8443 HAVEN AVENUE	RANCHO CUCAMONGA	SAN BERNARDINO	91730
65	2937	14659 RAMONA AVE	CHINO	SAN BERNARDINO	91710-5746
66	3029	4410 MILLS CIR	ONTARIO	SAN BERNARDINO	91764-5200
67	9518	13770 NORTON AVENUE	CHINO	SAN BERNARDINO	91710
68	DC	5959 PALM AVE	SAN BERNARDINO	SAN BERNARDINO	92407
69	566	2555 EL CAMINO REAL	CARLSBAD	SAN DIEGO	92008-1202
70	634	3040 PLAZA BONITA RD	NATIONAL CITY	SAN DIEGO	91950-8097
71	1274	591 BROADWAY	CHULA VISTA	SAN DIEGO	91910-5307
72	1950	6987 FRIARS RD	SAN DIEGO	SAN DIEGO	92108-1299
73	2171	290 E VIA RANCHO PKWY	ESCONDIDO	SAN DIEGO	92025-8094
74	2414	355 FLETCHER PKWY	EL CAJON	SAN DIEGO	92020-2413
75	1156	4915 CLAREMONT AVE	STOCKTON	SAN JOAQUIN	95207-5787
76	2692	2422 W KETTLEMAN LANE	LODI	SAN JOAQUIN	95242-4123
77	2698	3100 NAGLEE RD	TRACY	SAN JOAQUIN	95304-7319
78	2999	1060 PERIMETER DR	MANTECA	SAN JOAQUIN	95337-9620
79	2755	120 NIBLICK RD	PASO ROBLES	SAN LUIS OBISPO	93446-4842

**EXHIBIT A -
CALIFORNIA J. C. PENNEY INCLUDED FACILITIES**

	UNIT	ADDRESS	CITY	COUNTY	ZIP
80	195	63 SERRAMONTE CTR	DALY CITY	SAN MATEO	94015-2345
81	1959	1122 EL CAMINO REAL	SAN BRUNO	SAN MATEO	94066-1389
82	1871	1321 S BROADWAY	SANTA MARIA	SANTA BARBARA	93454-6911
83	427	10150 N WOLFE RD	CUPERTINO	SANTA CLARA	95014-2508
84	1923	2230 EASTRIDGE LOOP	SAN JOSE	SANTA CLARA	95122-1347
85	260	950 DANA DR	REDDING	SHASTA	96003-4080
86	2166	1810 FORT JONES RD	YREKA	SISKIYOU	96097-9531
87	334	1330 TRAVIS BLVD	FAIRFIELD	SOLANO	94533-4699
88	1509	800 CODDINGTOWN CTR	SANTA ROSA	SONOMA	95401-3570
89	1037	3401 DALE RD	MODESTO	STANISLAUS	95356-0505
90	2742	1840 COUNTRYSIDE DR	TURLOCK	STANISLAUS	95380-9530
91	2385	1199 COLUSA AVE	YUBA CITY	SUTTER	95991-3600
92	1842	2115 S MOONEY BLVD	VISALIA	TULARE	93277-6289
93	1229	280 HILLCREST DR W	THOUSAND OAKS	VENTURA	91360-4294
94	2663	377 S MILLS RD	VENTURA	VENTURA	93003-3437
95	2276	1260 GIBSON RD	WOODLAND	YOLO	95776-6398

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	\$ 106,250.00	\$ -	\$ -	\$ 106,250.00
Butte Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Contra Costa Co. District Attorney's Office	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00
Fresno Co. District Attorney's Office	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Imperial Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Inyo Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Kern Co. District Attorney's Office	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Kings Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Los Angeles City Attorney's Office	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Los Angeles County District Attorney's Office	\$ 52,000.00	\$ -	\$ -	\$ 52,000.00
Mendocino Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Merced Co. District Attorney's Office	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Monterey Co. District Attorney's Office	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00
Nevada Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Orange Co. District Attorney's Office	\$ 137,500.00	\$ -	\$ -	\$ 137,500.00
Placer Co. District Attorney's Office ¹	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Riverside Co. District Attorney's Office ²	\$ 106,250.00	\$ -	\$ -	\$ 106,250.00
Sacramento Co. District Attorney's Office ³	\$ 65,400.00	\$ 82,750.00	\$ -	\$ 148,150.00
San Bernardino Co. District Attorney's Office (SWCPP Penalties) ⁴	\$ 144,250.00	\$ -	\$ -	\$ 144,250.00
San Diego City Attorney's Office	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
San Diego Co. District Attorney's Office	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
San Joaquin Co. District Attorney's Office ⁵	\$ 140,700.00	\$ 82,750.00	\$ 6,500.00	\$ 229,950.00
San Luis Obispo Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
San Mateo Co. District Attorney's Office	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Santa Barbara Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Santa Clara Co. District Attorney's Office	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Shasta Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Siskiyou Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Solano Co. District Attorney's Office ⁶	\$ 55,900.00	\$ 82,750.00	\$ -	\$ 138,650.00
Sonoma Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Stanislaus Co. District Attorney's Office	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Sutter Co. District Attorney's Office	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Tulare Co. District Attorney's Office	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Ventura Co. District Attorney's Office	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Yolo Co. District Attorney's Office	\$ 80,750.00	\$ 82,750.00	\$ 6,500.00	\$ 170,000.00
Totals - Prosecutor Civil Penalties	\$ 1,071,000.00	\$ 331,000.00	\$ 13,000.00	\$ 1,415,000.00

*All checks shall be made payable to the Agency as designated above, unless otherwise noted.

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

2 - RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$106,250.00 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: \$18,000.00 is to be allocated for SWCPP and distributed as such.

5 - SAN JOAQUIN Penalties: Business and Professions Code § 17200 Penalties shall be paid to the "Treasurer of San Joaquin County". Penalties allocated to Health and Safety Code §§ 25500 and 25189 shall be paid to the "San Joaquin Co. District Attorney's Office".

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

EXHIBIT B-2

EXHIBIT B-2 -- CIVIL PENALTIES

Agency*	Civil Penalties - Health and Safety §25500 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Regulatory Agencies
Alameda Co. - Hayward City Fire Dept.	\$ 5,000.00	\$ -	\$ 5,000.00
Alameda Co. - Livermore/Pleasanton Fire Dept., Haz Mat Unit ¹	\$ 5,000.00	\$ -	\$ 5,000.00
Alameda Co. - Environmental Health Services	\$ 5,000.00	\$ -	\$ 5,000.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 5,000.00	\$ -	\$ 5,000.00
Department of Toxic Substances Control ²	\$ -	\$ 26,000.00	\$ 26,000.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 3,350.00	\$ -	\$ 3,350.00
Imperial Co. - CUPA - DTSC ³	\$ 3,350.00	\$ -	\$ 3,350.00
Inyo Co. - Department of Environmental Health Services	\$ 1,700.00	\$ -	\$ 1,700.00
Kern Co. - Bakersfield City Fire Department	\$ 1,700.00	\$ -	\$ 1,700.00
Kern Co. - Environmental Health Services Department	\$ 1,700.00	\$ -	\$ 1,700.00
Kings Co. - Environmental Health Services	\$ 1,700.00	\$ -	\$ 1,700.00
Los Angeles Co. - Glendale City Fire Dept., Environ. Mgmt. Center	\$ 1,700.00	\$ -	\$ 1,700.00
Los Angeles Co. - Fire Health Hazmat	\$ 8,650.00	\$ 13,000.00	\$ 21,650.00
Mendocino Co. - Environmental Health Division	\$ 1,700.00	\$ -	\$ 1,700.00
Merced Co. - Division of Environmental Health	\$ 3,350.00	\$ -	\$ 3,350.00
Monterey Co. - Environmental Health Division	\$ 1,700.00	\$ -	\$ 1,700.00
Nevada Co. - CUPA Env. Health	\$ 1,700.00	\$ -	\$ 1,700.00
Orange Co. - Environmental Health ⁴	\$ 25,000.00	\$ -	\$ 25,000.00
Placer Co. - Roseville City Fire Dept.	\$ 1,700.00	\$ -	\$ 1,700.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 25,000.00	\$ -	\$ 25,000.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 50,850.00	\$ -	\$ 50,850.00
San Bernardino Co. - Fire Haz Mat	\$ 30,000.00	\$ -	\$ 30,000.00
San Diego Co. - Dept. of Environmental Health	\$ 50,000.00	\$ -	\$ 50,000.00
San Joaquin Co. - Environmental Health Department	\$ 60,850.00	\$ -	\$ 60,850.00
San Luis Obispo Co. - Environmental Health Services	\$ 1,700.00	\$ -	\$ 1,700.00
San Mateo Co. - Environmental Health Division	\$ 3,350.00	\$ -	\$ 3,350.00
Santa Barbara Co. - Environmental Health Services	\$ 1,700.00	\$ -	\$ 1,700.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 3,350.00	\$ -	\$ 3,350.00
Shasta Co. - Environmental Health Division	\$ 1,700.00	\$ -	\$ 1,700.00
Siskiyou Co. - Environmental Health Division	\$ 1,700.00	\$ -	\$ 1,700.00
Solano Co. - Environmental Health Services	\$ 5,000.00	\$ -	\$ 5,000.00
Sonoma Co. - Santa Rosa City Fire	\$ 1,700.00	\$ -	\$ 1,700.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 3,350.00	\$ -	\$ 3,350.00
Sutter Co. - Environmental Health Services	\$ 1,700.00	\$ -	\$ 1,700.00
Tulare Co. - Environmental Health	\$ 1,700.00	\$ -	\$ 1,700.00
Ventura Co. - Environmental Health Division	\$ 3,350.00	\$ -	\$ 3,350.00
Yolo Co. - Environmental Health	\$ 5,000.00	\$ -	\$ 5,000.00
Total - Agency Civil Penalties	\$ 331,000.00	\$ 39,000.00	\$ 370,000.00

*All checks shall be made payable to the Agency as designated above, unless otherwise noted.

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 - DTSC: Defendants shall pay Plaintiff the sum of \$26,000.00 as and for civil penalties, pursuant to Health and Safety Code section 25192. Said payment shall be made payable to the Department of Toxic Substances Control-Toxic Substance Control Account.

3 - IMPERIAL: \$3,350.00 of these §25550 penalties are for the CUPA of Imperial County (DTSC) to pay the CUPA civil penalties in settlement of alleged JCPenney's Hazardous Materials violations at the Imperial County JCPenney's locations.

4 - ORANGE: \$25,000.00 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
(Hazardous Waste Minimization and Enhanced Compliance Projects)

Pursuant to paragraph 5.2 of this Final Judgment and Permanent Injunction, J. C. Penney shall be entitled to a credit against civil penalties in the amount of FIVE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$595,000.00) for undertaking the following environmental compliance measures to enhance the performance of its hazardous and universal waste management in California:

Employees

California Safety and Waste Management Employee: J. C. Penney will hire or designate an employee within thirty (30) days of the approval of the Final Judgment by the Court, who will spend no less than 50% of his/her time dedicated to implementation, training and enhancement of J. C. Penney's hazardous, universal, and medical waste management policies and procedures at the California Facilities and Distribution Centers. This employee's job duties will include:

- managing compliance with J. C. Penney's hazardous and universal waste management policies and procedures at the Included Facilities;
- managing hazardous waste and universal waste training requirements for the Included Facilities;
- working with and coordinating any necessary response to UPAs and Participating Agencies, if any, alleging violations of the Specific Injunctive Provisions described in Section 4.3 of this Final Judgment;
- assisting the independent third-party contractor in coordinating audits (as provided below); and
- exploring Information Technology resources that might enhance J. C. Penney's compliance with its hazardous and universal waste management policies and procedures.

Waste Management: J. C. Penney employs individuals responsible for sorting trash in its California Facilities and Distribution Centers to enhance its compliance with hazardous and universal waste management. J. C. Penney will continue to employ these individuals, or engage a third party to provide a comparable service, during the term of this Final Judgment.

Audits

J. C. Penney has enhanced, and plans to continue enhancing, its compliance measures as follows:

- (a) for five (5) years following entry of this Final Judgment, J. C. Penney shall engage an independent third-party contractor to conduct audits of its California Facilities and Distribution Centers, pursuant to Section 4 of this Final Judgment; and
- (b) at J. C. Penney's discretion, J. C. Penney may elect to retain a third-party consultant to assist with the enhancement and implementation of J. C. Penney's Waste Management program to ensure compliance with California laws concerning the handling and disposal of hazardous and universal waste.

Training

Annually, J. C. Penney will train active employees of the California Facilities and Distribution Centers on its hazardous and universal waste management policies and procedures, as provided in Section 4 of this Final Judgment. As necessary, J. C. Penney will update its training.

EXHIBIT D-1

EXHIBIT D-1 -- COSTS

Agency*	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 6,680.00
Contra Costa Co. District Attorney's Office	\$ 4,520.00
Fresno Co. District Attorney's Office	\$ 750.00
Kern Co. District Attorney's Office	\$ 750.00
Los Angeles City Attorney's Office	\$ 750.00
Los Angeles Co. District Attorney's Office	\$ 750.00
Monterey Co. District Attorney's Office	\$ 5,060.00
Orange Co. District Attorney's Office	\$ 15,200.00
Placer Co. District Attorney's Office ¹	\$ 750.00
Riverside Co. District Attorney's Office ²	\$ 7,000.00
Sacramento Co. District Attorney's Office ³	\$ 21,090.00
San Bernardino Co. District Attorney's Office (SWCPP Costs) ⁴	\$ 9,850.00
San Diego City Attorney's Office	\$ 1,870.00
San Diego Co. District Attorney's Office	\$ 18,900.00
San Joaquin Co. District Attorney's Office ⁵	\$ 85,282.50
San Luis Obispo Co. District Attorney's Office	\$ 750.00
San Mateo Co. District Attorney's Office	\$ 750.00
Santa Barbara Co. District Attorney's Office	\$ 750.00
Santa Clara Co. District Attorney's Office	\$ 500.00
Shasta Co. District Attorney's Office	\$ 750.00
Solano Co. District Attorney's Office	\$ 26,610.00
Sonoma Co. District Attorney's Office	\$ 750.00
Stanislaus Co. District Attorney's Office	\$ 750.00
Tulare Co. District Attorney's Office	\$ 750.00
Ventura Co. District Attorney's Office	\$ 2,000.00
Yolo Co. District Attorney's Office ⁶	\$ 94,132.50
Total - Prosecutor Costs	\$ 307,695.00

*All checks shall be made payable to the Agency as designated above, unless otherwise noted.

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

2 - RIVERSIDE Costs: "Defendant" shall pay \$7,000.00 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.

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.

4 - SAN BERNARDINO: \$1,500.00 is to be allocated for SWCPP costs and distributed as such.

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

6 - 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 \$54,132.50, and (2) one check addressed to the "Craig Thompson Environmental Protection Prosecution Fund" in the amount of \$40,000.00.

EXHIBIT D-2

EXHIBIT D-2 -- COSTS

Agency*	Total Costs to Agency
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 980.00
Department of Toxic Substances Control	\$ 8,470.00
Orange Co. - Environmental Health ¹	\$ 3,000.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 2,800.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 4,480.00
San Bernardino Co. - Fire Haz Mat	\$ 1,890.00
San Diego Co. - Dept. of Environmental Health	\$ 7,210.00
San Joaquin Co. - Environmental Health Department	\$ 9,380.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 420.00
Solano Co. - Environmental Health Services	\$ 1,120.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 420.00
Tulare Co. - Environmental Health	\$ 420.00
Yolo Co. - Environmental Health	\$ 1,715.00
Total - Agency Costs	\$ 42,305.00
*All checks shall be made payable to the Agency as designated above.	
1 - ORANGE: \$3,000.00 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.	