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11 Additional Counsel listed as signatories

12 *Attorneys for Plaintiff,*
13 *The People of the State of California*

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF SAN JOAQUIN

16 **THE PEOPLE OF THE STATE OF**
17 **CALIFORNIA,**

18 **Plaintiff,**

19 **v.**

20 **KOHL'S DEPARTMENT STORES, INC., a**
21 **Delaware Corporation,**

22 **Defendant.**

CASE NO.: STK-CV-UBT-2019-3968

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

Filing Fees Exempt (Govt. Code § 6103)

23 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA ("People"), generally appearing
24 through its attorneys: Tori Verber Salazar, District Attorney of San Joaquin County; Nancy E.
25 O'Malley, District Attorney of Alameda County; Michael L. Ramsey, District Attorney of Butte
26 County; Diana Becton, District Attorney of Contra Costa County; Lisa A. Smittcamp, District
27 Attorney of Fresno County; Maggie Fleming, District Attorney of Humboldt County; Gilbert G.
28 Otero, District Attorney of Imperial County; Cynthia Zimmer, District Attorney of Kern County;
Keith L. Fagundes, District Attorney of Kings County; Jackie Lacey, District Attorney of Los
Angeles County; Michael N. Feuer, City Attorney of Los Angeles; Lori Frugoli, District Attorney of

Filed APR 05 2019
ROSA JUNQUEIRO, CLERK

By TAYLOR HIEDEMAN
DEPUTY

MAR 28 2019

1 Marin County; C. David Eyster, District Attorney of Mendocino County; Kimberly Lewis, District
2 Attorney of Merced County; Jeannine M. Pacioni, District Attorney of Monterey County; Allison
3 Haley, District Attorney of Napa County; Todd Spitzer, District Attorney of Orange County; R.
4 Scott Owens, District Attorney of Placer County; Michael A. Hestrin, District Attorney of Riverside
5 County; Anne Marie Schubert, District Attorney of Sacramento County; Jason Anderson, District
6 Attorney of San Bernardino County; Mara W. Elliott, City Attorney of San Diego, Summer Stephan,
7 District Attorney of San Diego County; Dan Dow, District Attorney of San Luis Obispo County;
8 Stephen M. Wagstaffe, District Attorney of San Mateo County; Joyce E. Dudley, District Attorney
9 of Santa Barbara County; Jeffrey F. Rosen, District Attorney of Santa Clara County; Stephanie A.
10 Bridgett, District Attorney of Shasta County; Krishna A. Abrams, District Attorney of Solano
11 County; Jill R. Ravitch, District Attorney of Sonoma County; Birgit A. Fladager, District Attorney
12 of Stanislaus County; Amanda L. Hopper, District Attorney of Sutter County; Tim Ward, District
13 Attorney of Tulare County; Laura L. Krieg, District Attorney of Tuolumne County; Gregory D.
14 Totten, District Attorney of Ventura County; and Jeff W. Reisig, District Attorney of Yolo County;
15 and Defendant, KOHL'S DEPARTMENT STORES, INC., a Delaware corporation "Defendant"),
16 generally appearing through its attorney, Gary J. Smith, Beveridge Diamond, P.C.

17 **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 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 not an admission or denial by Defendant regarding
26 any issue of law or fact in the above-captioned matter or any violation of any law;

27 5. This Final Judgment shall be binding upon the People and upon Defendant; and

28 6. The People and Defendant (collectively, "the Parties") waive any right to set aside the

1 Final Judgment through any collateral attack, and further waive their right to appeal from the Final
2 Judgment.

3 **NOW THEREFORE**, the People and Defendant, having requested that this Court enter this
4 Final Judgment, and the Court having considered the Final Judgment reached between the Parties,

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

6 **FINAL JUDGMENT AND PERMANENT INJUNCTION**

7 **1. JURISDICTION**

8 The Superior Court of California, County of San Joaquin, has subject matter jurisdiction over
9 the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment.

10 **2. SETTLEMENT OF DISPUTED CLAIMS**

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

18 **3. DEFINITIONS**

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

24 "Unified Program Agency" or "UPA" is an agency certified by the California Environmental
25 Protection Agency pursuant to the requirements of Chapter 6.11 of the Health and Safety Code and
26 California Code of Regulations, Title 27, to implement certain State environmental programs within
27 the local agency's jurisdiction.

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1 “Included Facilities” means Defendant’s current and former California retail stores and
2 distribution centers. The specific list of the locations of these facilities is attached as **Exhibit A**.

3 “California Facilities” means Defendant’s retail stores and distribution centers currently
4 owned or acquired subsequent to the effective date of this Final Judgment by Defendant within the
5 State of California.

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

8 **4. INJUNCTIVE RELIEF**

9 **4.1 Applicability**

10 The provisions of this injunction are applicable to Defendant, Kohl’s Department Stores,
11 Inc., a wholly-owned subsidiary of Kohl’s Corporation, and any successor corporations or assignees,
12 its parent, subsidiaries and affiliates, as well all persons, partnerships, corporations, and other entities
13 that have direct operational control over Defendant’s hazardous waste program and that are subject
14 to the jurisdiction of the Court in the State of California, acting under, by, through, on behalf of, or at
15 the direction of Defendant, with actual or constructive knowledge of this Injunction.

16 **4.2 General Injunctive Provision:**

17 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8, and
18 118325 and Business and Professions Code section 17203, Defendant is permanently enjoined from
19 violating Chapters 6.5 and 6.95 of Division 20 of the California Health and Safety Code and the
20 regulations promulgated under these statutes. Notwithstanding any other provision in this Final
21 Judgment, nothing in this Final Judgment shall relieve Defendant from prospectively complying
22 with any and all applicable laws and regulations, nor shall any term of the Final Judgment extend to
23 Defendant’s facilities outside the State of California.

24 **4.3 Specific Injunctive Provisions:**

25 Pursuant to the provisions of Health and Safety Code section 25181 and Business and
26 Professions Code section 17203, Defendant is enjoined, restrained and prohibited from doing any
27 of the following:

28 4.3.a. Disposing, or causing the disposal, of Defendant’s hazardous waste at a

1 point not authorized by law, as required by Health and Safety Code sections 25189 and 25189.2,
2 including, without limitation, to any trash, dumpster, compactor, any unauthorized location, or at a
3 landfill or transfer station not authorized to receive hazardous waste;

4 4.3.b. Transporting, or causing to be transported, in California any hazardous waste
5 to an unauthorized location in California, as required by Health & Safety Code section 25163 and
6 25189.5;

7 4.3.c. Failing to label hazardous waste accumulation at California Facilities, as
8 required by Title 22 of the California Code of Regulations, section 66262.34, subdivision (f);

9 4.3.d. Failing to maintain copies of hazardous waste manifests for three (3) years, as
10 required by Title 22 of the California Code of Regulations, section 66262.40, subdivision (a);

11 **4.4 Compliance Assurance Program**

12 Defendant shall establish and implement a Compliance Assurance Program at all California
13 Facilities, for a period of no less than five (5) years from the effective date of this Final Judgment.
14 Defendant shall continue to enhance and modify the Compliance Assurance Program to address
15 hazardous, universal, and medical waste management policies and procedures, including, but not
16 limited to, annually evaluating the recommendations of the Compliance Consultant, at all
17 California Facilities.

18 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8,
19 and 118325 and Business and Professions Code section 17203, Defendant shall implement a
20 Compliance Assurance Program that shall include at a minimum, the following:

21 **4.4.a. Compliance Consultant.**

22 Defendant shall identify and retain a qualified, independent third-party consultant to assist
23 Defendant in further evaluating and updating its Compliance Assurance Program (the "Compliance
24 Consultant"). Defendant has currently retained the services of APTIM as its Compliance
25 Consultant. The Compliance Consultant helps Defendant in evaluating the implementation,
26 training and potential enhancement of Defendant's waste management policies and procedures for
27 Defendant's consideration.

28 Defendant shall notify each of the People's representatives listed in Paragraph 7 below

1 within thirty (30) days of any change in such Compliance Consultant.

2 **4.4.b. Employee Training**

3 Defendant shall ensure that all employees at Defendant's California Facilities have been
4 trained on proper hazardous waste handling and emergency response procedures, relevant to their
5 responsibilities during normal facility operation and emergencies.

6 Defendant shall ensure that its written policies and procedures and employee training
7 programs are designed to prohibit and prevent, at a minimum, the following violations of the law:

8 4.4.b.1. Disposing, or causing the disposal, of hazardous waste at a point not
9 authorized by law, in violation of Health and Safety Code sections 25189 and 25189.2;

10 4.4.b.2. Transporting, transferring custody of, or causing to be transported in
11 California any hazardous waste unless the transporter is registered to transport hazardous
12 waste, in violation of Health and Safety Code section 25163;

13 4.4.b.3. Failing to determine if a waste generated at California Facilities is a
14 hazardous waste, in violation of California Code of Regulations, title 22, sections 66262.11
15 and 66260.200(c);

16 4.4.b.4. Failing to properly manage, identify the date of accumulation, or label
17 containers of hazardous waste at California Facilities, in violation of California Code of
18 Regulations, title 22, section 66262.34;

19 4.4.b.5. Unlawfully storing, handling, and accumulating hazardous waste, in
20 violation of Health and Safety Code section 25123.3 and California Code of Regulations,
21 title 22, sections 66262.34 and 66265.173;

22 4.4.b.6. Failing to conduct inspections of hazardous waste storage areas at each
23 California Facility, in violation of California Code of Regulations, title 22, sections
24 66262.34 and 66265.174;

25 4.4.b.7. Failing to timely cause to be prepared and filed with the Department of
26 Toxic Substance Control ("DTSC") a hazardous waste manifest for all hazardous waste that
27 is transported, or submitted for transportation, for offsite handling, treatment, storage,
28 disposal, or any combination thereof, from any California Facility, in violation of Health

1 and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section
2 66262.23;

3 4.4.b.8. Failing to contact the owner or operator of a designated facility that was to
4 receive hazardous waste from Defendant to determine the status of the hazardous waste, in
5 the event Defendant has not received a copy of the manifest signed by all transporters and
6 the facility operator within thirty-five (35) days of the date the waste was accepted by the
7 initial transporter, in violation of Health and Safety Code section 25160(b)(3) and
8 California Code of Regulations, title 22, section 66262.42;

9 4.4.b.9. Failing to timely notify the DTSC by filing an exception report concerning
10 a treatment, storage, or disposal facility's failure to return any executed manifest, in
11 violation of Health and Safety Code section 25160(b)(3) and California Code of
12 Regulations, title 22, section 66262.42;

13 4.4.b.10. Failing to maintain copies of hazardous waste manifests for three (3)
14 years, in violation of California Code of Regulations, title 22, section 66262.40;

15 4.4.b.11. Unlawfully failing to segregate incompatible hazardous waste items, in
16 violation of California Code of Regulations, title 22, section 66265.177;

17 4.4.b.12. Failing to comply with employee training obligations pertaining to the
18 handling of hazardous waste at the California Facilities, in violation of California Code of
19 Regulations, title 22, section 66262.34(d) and 40 C.F.R. section 262.16(b)(9)(iii);

20 4.4.b.13. Failing to properly manage, mark, and store universal waste at each
21 California Facility in violation of the standards for universal waste management found in
22 California Code of Regulations, title 22, sections 66273.33 through 66273.36; or in the
23 alternative, failing to manage such waste as hazardous waste as required by Chapter 6.5 and
24 its implementing regulations in California Code of Regulations, title 22, including, but not
25 limited to, section 66262.34;

26 4.4.b.14. Failing to keep a record of each shipment of universal waste sent from any
27 California Facility, in violation of California Code of Regulations, title 22, section
28 66273.39; or in the alternative, failing to manage such waste as hazardous waste in

1 violation of Chapter 6.5 and its implementing regulations in California Code of
2 Regulations, title 22, including, but not limited to, section 66262.34;

3 4.4.b.15. Failing to establish, implement or submit to the responsible CUPA, a
4 hazardous materials business plan for each of the California Facilities, in violation of
5 Health and Safety Code sections 25505, 25507, and 25508, and California Code of
6 Regulations, title 19, section 2650;

7 4.4.b.16. Failing to implement, maintain, and comply with an employee training
8 program on hazardous materials in violation of Health and Safety Code section
9 25505(a)(4), and California Code of Regulations, title 19, section 2659;

10 4.4.b.17. Failing to immediately report any release or threatened release of a
11 reportable quantity of any hazardous material from any California Facility into the
12 environment, in violation of Health and Safety Code section 25510;

13 4.4.b.18. Failing to maintain adequate records demonstrating claim of exemption
14 for excluded recyclable material, as required by Health and Safety Code section 25143.2
15 and Title 22 of the California Code of Regulations, section 66261.2, subdivision (g);

16 4.4.b.19. Failing to maintain aisle space to allow the unobstructed movement of
17 personnel, fire protection equipment, spill control equipment, and decontamination
18 equipment to any area of facility operation in an emergency, in violation of Title 22 of the
19 California Code of Regulations, section 66265.35;

20 4.4.b.20. Failing to maintain and operate facility to minimize the possibility of a
21 fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste, as
22 required by Title 22 of the California Code of Regulations, section 66265.31;

23 4.4.b.21. Failing to test and maintain as necessary, all facility communications or
24 alarm systems, fire protection equipment, spill control equipment, and decontamination
25 equipment to ensure its proper operation in time of emergency, as required by Title 22 of
26 the California Code of Regulations, section 66265.33;

27 4.4.b.22. Failing to take all reasonable steps to dispose, or arrange for the disposal,
28 of customer records generated as a result of Defendant's business operations in California

1 within its custody or control containing personal information as required by Civil Code
2 1798.81; and

3 4.4.b.23. Failing to comply with the California MWMA, Health and Safety Code
4 section 117600 et seq., by failing to have a Medical Waste Management Plan, failing to
5 retain on file disposal receipts and tracking documents for waste shipped offsite for three
6 (3) years, and improperly storing, transporting, and disposing of pharmaceutical wastes.

7 4.4.c. **Training Records** - Defendant shall maintain proof of the training required by Title
8 22 of the California Code of Regulations, section 66265.34, subdivision (d) and Title 40 of the Code
9 of Federal Regulations, section 262.16, subdivision (b)(9)(iii) for each employee as follows:

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

16 4.4.c.2. Defendants shall require California employees providing hazardous waste-
17 related services to participate in a training program to familiarize them with hazardous
18 waste handling and emergency procedures, relevant to the employee's responsibilities
19 during normal operations and emergencies, within six (6) months of hire. California
20 employees shall not work in unsupervised positions providing hazardous waste-related
21 services until they have completed such training program. To facilitate compliance with
22 this requirement, Defendant shall review appropriate records quarterly; and.

23 4.4.c.3. Defendant shall make available all training records maintained for each
24 California Facility within five (5) business days upon request by any UPA Inspector, peace
25 officer, agent of the Department of Justice, California Environmental Protection Agency, the
26 DTSC, or District Attorney.

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1 **4.4.d. Defendant’s Compliance Program – California Environmental Compliance**
2 **Employee**

3 Defendant shall employ at least one (1) full-time employee, or equivalent, responsible for
4 supporting environmental compliance at California Facilities (California Compliance Employee).
5 The California Compliance Employee shall be familiar with the requirements of this Final Judgment
6 and shall, together with other employees deemed appropriate by Defendant, work with the
7 Compliance Consultant to oversee Defendant’s hazardous waste and hazardous materials compliance
8 programs. It is recognized that the full-time employee may also have other responsibilities,
9 including without limitation, environmental, health, regulatory and safety matters not related to
10 hazardous waste. The California Compliance Employee’s responsibilities shall include, among other
11 things, driving compliance with Defendant on hazardous, universal, and medical waste management
12 policies at California Facilities, conducting periodic assessments to monitor compliance to
13 Defendant’s operational and regulatory requirements, participate in the development and
14 implementation of environmental-related initiatives and help facilitate any necessary response
15 following the issuance of any notice of violation received by a California Facility from any UPA or
16 Participating Agency.

17 **4.4.e. Defendant’s Compliance Program – Employee training and education**

18 Defendant shall continue to maintain and periodically update employee awareness training
19 programs to supplement annual training on waste management policies and procedures, including,
20 for example, Defendants “Know Before You Throw” awareness campaign and environmental
21 compliance related job aids, computer-based training, and relevant signage in stockroom and
22 associate only areas, on compactors/trash receptacles, and the Defendant’s environmental recycling
23 areas.

24 **4.4.f. Implementation of Handheld Scanning System for Product Returns.**

25 Defendant shall develop and implement handheld, electronic scanners with enhanced
26 software to provide real time guidance to retail store employees that process product returns
27 regarding the proper management and waste classification, if any, for potentially hazardous items
28 being returned by Defendant’s customers.

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 SEVEN HUNDRED AND EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS
6 (\$787,500.00) as civil penalties pursuant to Health and Safety Code sections 25189 and 25515, and
7 Business and Professions Code section 17206 and Government Code section 26506, to be distributed
8 to the prosecuting agencies/regulatory agencies identified in, and in accordance with, the terms of
9 **Exhibits B-1 and B-2**, attached and made part of this Final Judgment on Consent by this reference.

10 5.2 **Supplemental Environmental Projects**

11 Within twenty-one (21) business days after entry of this Final Judgment, Defendant shall pay
12 ONE HUNDRED AND TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$112,500.00) for
13 supplemental environmental projects identified in, and in accordance with the terms of **Exhibit C**,
14 attached.

15 5.3 **Hazardous Waste Minimization and Enhanced Compliance Projects**

16 Defendant shall continue to implement, for a period of no less than five (5) years after the
17 Effective date of the Final Judgment, projects to reduce hazardous waste generation and enhance the
18 performance of Defendant's hazardous waste management in California, including but not limited to
19 the specific projects identified in paragraphs 4.4.a. (Compliance Consultant), 4.4.b. (Defendant's
20 Compliance Program – Written Policies and Procedures), 4.4.c. (Training Records), 4.4.d.
21 (Defendant's Compliance Program – California Environmental Compliance Employee), 4.4.d.
22 (Defendant's Compliance Program – Employee training and education), and 4.4.e. (Handheld
23 Scanners).

24 5.4 **Reimbursement of Costs of Investigation and Enforcement**

25 Within twenty-one (21) business days after entry of this Final Judgment, Defendant shall pay
26 TWO HUNDRED AND SIXTY THOUSAND DOLLARS (\$260,000.00) for reimbursement of
27 attorney's fees, costs of investigation, and other costs of enforcement, to the entities identified in,
28 and in accordance with the terms of, **Exhibits D-1 and D-2**, attached.

1 5.5 Payments and Expenditures

2 The payment of all civil penalties, reimbursement of cost payments and other expenditures
3 set forth in paragraphs 5.1, 5.2, and 5.4, above, shall be made by checks and delivered to the District
4 Attorney's Office for the County of San Joaquin, Attention: Celeste Kaisch, Deputy District
5 Attorney, for distribution. Pursuant to the terms of this Final Judgment and Government Code
6 section 26506 and without objection by Defendant, the above-referenced payments shall be
7 distributed and used as herein requested by Plaintiff and as set forth in Exhibits B-1, B-2, C, D-1 and
8 D-2.

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

10 6.1 This Final Judgment is a final and binding resolution and settlement of all claims,
11 violations and causes of action that were asserted or could have been asserted within the scope of the
12 allegations specifically set forth in the Complaint against Defendant and its officers, directors and
13 employees through January 14, 2019 regarding the Included Facilities ("Covered Matters".) Any
14 claim, violation, or cause of action that is not a Covered Matter is a "Reserved Claim." Reserved
15 Claims include, without limitation, any violation unknown to the People at the time of filing of the
16 Complaint herein, and any violation that occurs after the filing of the Complaint, and any claim or
17 cause of action against Defendant for performance of cleanup, corrective action, or responsive action
18 for any actual past or future release, spill, or disposal of any hazardous waste, hazardous substance,
19 hazardous material, universal waste, or any other material, substance, or waste. The People reserve
20 the right to pursue any Reserved Claim, and Defendant reserves its defenses against any Reserved
21 Claim. Nothing in this paragraph shall be interpreted to limit or restrict any claims that the People
22 may assert against any independent contractor or subcontractor of Defendant.

23 6.2. In any subsequent action that may be brought by the People based on any Reserved
24 Claim, Defendant agrees that it will not assert that failing to pursue any Reserved Claim as part of
25 this action constitutes claim-splitting.

26 6.3. The continuing effect of paragraph 6.1 is expressly conditioned on Defendant's
27 payment and expenditure of all amounts required under this Final Judgment and compliance with the
28 injunctive terms herein.

1 6.4 The continuing effect of paragraph 6.1 is expressly conditioned on Defendant's payment
2 and expenditure of all amounts required under this Final Judgment and compliance with the
3 injunctive terms herein.

4 6.5. Paragraph 6.1 does not limit the ability of the People to enforce the terms of this Final
5 Judgment on Consent.

6 6.6. Defendant, on behalf of itself and its officers, directors and employees, covenants not to
7 pursue any civil or administrative claims against the People or against any agency of the State of
8 California, any county, or city in the State of California, or any UPA, Participating Agency or local
9 agency (collectively "Agencies"), or against any of their officers, employees, representatives, agents
10 or attorneys, arising out of or related to any Covered Matter; provided, however, that if any Agencies
11 initiate claims against Defendant that are independent of the claims asserted in this action, Defendant
12 reserves any and all rights, claims, demands and defenses against such Agencies.

13 6.7. Any event that is beyond the control of Defendant and that prevents timely performance
14 of any obligation under Paragraph 4 of this Final Judgment, despite its best efforts to fulfill that
15 obligation, is a "force majeure" event. The requirement that Defendant exercise its "best efforts to
16 fulfill the obligation" includes the requirement that Defendant use its best efforts to anticipate any
17 potential force majeure event and use best efforts to address the effects of any potential force
18 majeure event: (1) as it is occurring, and (2) following the force majeure event, such that the delay
19 is minimized to the greatest extent feasible. "Force majeure" does not include financial inability to
20 fund or complete an obligation.

21 **7. NOTICE**

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

23 For the People:

24 Celeste Kaisch
25 Deputy District Attorney
26 San Joaquin County District Attorney's Office
27 222 E. Weber Ave., Room 202
28 Stockton, CA 95202
celeste.kaisch@sjcda.org

///

1 David J. Irely
2 Assistant Chief Deputy District Attorney
3 Yolo County District Attorney's Office
4 Consumer Fraud and Environmental Protection Division
5 301 Second Street
6 Woodland, CA 95695
7 David.irely@yolocounty.org

8 Dije Ndreu
9 Deputy District Attorney
10 Monterey County District Attorney's Office
11 Consumer Affairs and Environmental Protection Division
12 1200 Aguajito Road, Room 301
13 Monterey, CA 93940
14 ndreud@co.monterey.ca.us

15 For Defendant, Kohl's Department Stores, Inc.:

16 Jason J. Kelroy
17 Executive Vice President, General Counsel & Secretary
18 Kohl's Department Stores, Inc.
19 N56 W17000 Ridgewood Drive
20 Menomonee Falls, WI 53051
21 Jason.kelroy@kohls.com

22 With copy to:

23 Gary J. Smith
24 Principal
25 Beveridge & Diamond P.C.
26 456 Montgomery Street, Suite 1800
27 San Francisco, CA 94104
28 GSmith@bdlaw.com

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

8. EFFECT OF FINAL JUDGMENT

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

1 **9. NO WAIVER OF RIGHT TO ENFORCE**

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

7 **10. INTERPRETATION**

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

11 **11. INTEGRATION**

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

17 **12. FUTURE REGULATORY CHANGES**

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

24 **13. TERMINATION OF COMPLIANCE PROGRAM**

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

27 **14. CONTINUING JURISDICTION**

28 The Court shall retain continuing jurisdiction to enforce the injunctive terms of this Final

1 Judgment and to address any other matters arising out of or regarding this Final Judgment.

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

3 Defendant shall permit any duly authorized representative of the People to inspect and copy
4 records and documents relevant to determine compliance with the terms of this Final Judgment,
5 provided that the People may not request any internal or third-party audits the Defendant may
6 choose to conduct related to environmental compliance. This paragraph shall not limit the People's
7 authority to access or obtain information, records and documents pursuant to any other statute or
8 regulation.

9 Nothing in this paragraph is intended to require access to or production of any documents
10 that are protected from production or disclosure by the attorney-client privilege, attorney work
11 product doctrine, any other applicable privilege, defense, exemption, or immunity afforded to
12 Defendant under applicable law, nor does it waive any of the objections or defenses to which
13 Defendant would be entitled in responding to requests for documents made by subpoena or other
14 formal legal process or discovery. This obligation shall not require Defendant to alter its normal
15 document-retention policies (including, but not limited to policies regarding backup tapes for
16 electronic documents); provided, however, that Defendant's policies must comply with Health and
17 Safety Code Chapters 6.5 and 6.95; and their implementing regulations and any other applicable law,
18 to the extent those provisions apply to Defendant's California Facilities.

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

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

22 **17. COUNTERPART SIGNATURES**

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

25 **18. INCORPORATION OF EXHIBITS**

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

27 **19. MODIFICATION**

28 The injunctive provisions of this Final Judgment may be modified only on noticed motion by

1 one of the Parties with approval of the Court, or upon written consent by all of the Parties and the
2 approval of the Court.

3 **20. STATUS REPORTS**

4 Beginning six (6) months after entry of this Final Judgment, for as long as this Final
5 Judgment remains in effect, Defendant shall submit an annual status report to the People's
6 representatives listed in Paragraph 7 above.

7 The status report shall include the following: (1) a brief summary of the actions taken by the
8 Compliance Consultant during the prior calendar year at the California Facilities to comply with its
9 obligations under this Final Judgment; (2) disclose and provide copies of any notices of violation,
10 pertaining to any Covered Matters, that Defendant has received pertaining to environmental matters
11 at its California Facilities, and disclose any corrective measures taken as a result; and (3) disclose
12 any return to compliance or corrective measures taken as a result of any notices of violation issued to
13 Kohl's at its California Facilities; (4) set forth any penalty amounts Defendant has paid to any
14 California governmental agency for alleged noncompliance with any of the aforementioned
15 environmental statutes or regulations arising from its California Facilities; and .

16 Each status report shall be signed by a responsible corporate officer or the California
17 Environmental Compliance Employee and include the following certification:

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

21 **21. TERMINATION OF PERMANENT INJUNCTION**

22 At any time after this Final Judgment has been in effect for five (5) years, and Defendant has
23 paid all amounts due under the Final Judgment, Defendant may move to terminate the injunctive
24 provisions in Paragraph 4.2 and 4.3, pursuant to Code of Civil Procedure sections 533 and 3424.

25 After this Final Judgment has been in effect for seven (7) years, and Defendant has paid all amounts
26 required under the final Judgment, the injunctive provisions in Paragraph 4.2 and 4.3 will terminate
27 automatically.

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22. EFFECTIVE DATE OF FINAL JUDGMENT

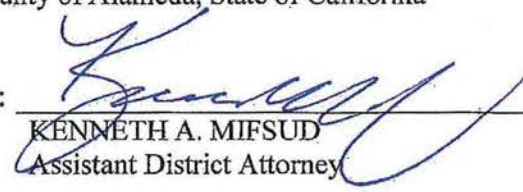
This Final Judgment shall become effective upon entry and Notice of Entry of Judgment is waived.

IT IS SO STIPULATED.

FOR THE PEOPLE:

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

DATED: 3-20-19

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: _____

By: _____
STACEY GRASSINI
Deputy District Attorney

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

DATED: _____

By: _____
ADAM J. KOOK
Deputy District Attorney

1 **22. EFFECTIVE DATE OF FINAL JUDGMENT**

2 This Final Judgment shall become effective upon entry and Notice of Entry of Judgment is
3 waived.

4 **IT IS SO STIPULATED.**

5 **FOR THE PEOPLE:**

6

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

7

8

9 DATED: _____

By: _____

KENNETH A. MIFSUD
Assistant District Attorney

10

11

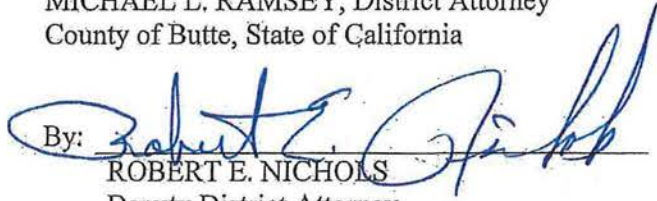
12

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

13

14

DATED: 3/19/18

By: 
ROBERT E. NICHOLS
Deputy District Attorney

15

16

17

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

18

19

DATED: 3/1/19

By: 

STACEY GRASSINI
Deputy District Attorney

20

21

22

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

23

24

25

26

27

28

DATED: _____ By: _____

ADAM J. KOOK
Deputy District Attorney

1 **22. EFFECTIVE DATE OF FINAL JUDGMENT**

2 This Final Judgment shall become effective upon entry and Notice of Entry of Judgment is
3 waived.

4 **IT IS SO STIPULATED.**

5 **FOR THE PEOPLE:**

6
7 NANCY E. O'MALLEY, District Attorney
8 County of Alameda, State of California

9 DATED: _____

By: _____
10 KENNETH A. MIFSUD
11 Assistant District Attorney

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

14 DATED: _____

By: _____
15 ROBERT E. NICHOLS
16 Deputy District Attorney

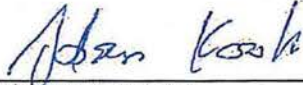
17 DIANA BECTON, District Attorney
18 County of Contra Costa, State of California

19 DATED: _____

By: _____
20 STACEY GRASSINI
21 Deputy District Attorney

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

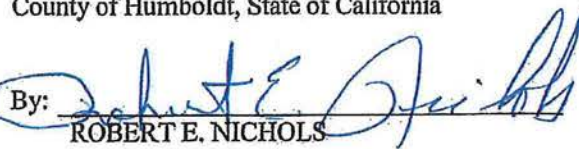
24 DATED: 3/4/19

By: 
25 ADAM J. KOOK
26 Deputy District Attorney

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

DATED: 3/19/19

By: 
ROBERT E. NICHOLS
Deputy District Attorney

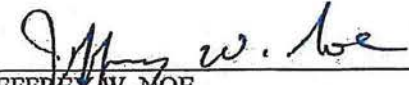
GILBERT G. OTERO, District Attorney
County of Imperial, State of California

DATED: 3/19/19

By:  for
GILBERT G. OTERO
District Attorney

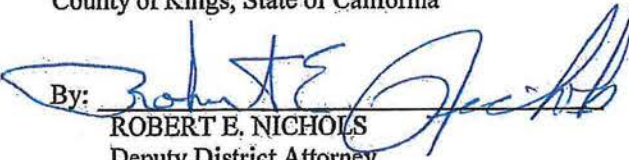
CYNTHIA ZIMMER, District Attorney
County of Kern, State of California

DATED: 3-4-19

By: 
JEFFREY W. NOE
Deputy District Attorney

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

DATED: 3/19/19

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

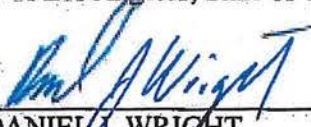
DATED: 3/11/19

By: 
JESSICA BROWN
Supervising Deputy City Attorney

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

DATED: 3-21-19

By: 
DANIEL J. WRIGHT
Deputy District Attorney

LORI 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

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

DATED: _____

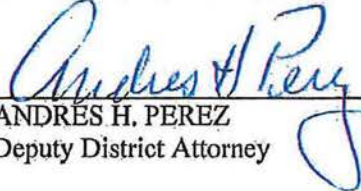
By: _____
DIJE NDREU
Deputy District Attorney

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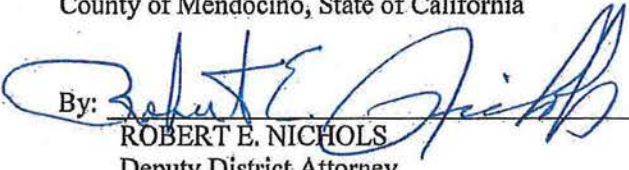
JACKIE LACEY, District Attorney
County of Los Angeles, State of California

DATED: _____ By: _____
DANIEL J. WRIGHT
Deputy District Attorney

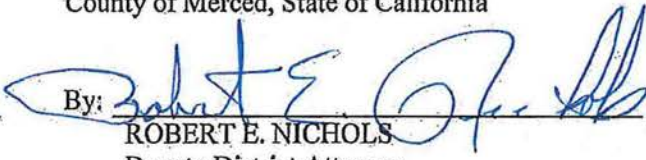
LORI FRUGOLI, District Attorney
County of Marin, State of California

DATED: 3/1/19 By: 
ANDRES H. PEREZ
Deputy District Attorney

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

DATED: 3/19/19 By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/19/19 By: 
ROBERT E. NICHOLS
Deputy District Attorney

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County of Monterey, State of California

DATED: _____ By: _____
DIJE NDREU
Deputy District Attorney

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

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

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

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County of Mendocino, State of California

DATED: _____

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ROBERT E. NICHOLS
Deputy District Attorney

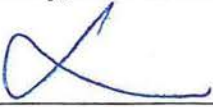
KIMBERLY LEWIS, District Attorney
County of Merced, State of California

DATED: _____

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ROBERT E. NICHOLS
Deputy District Attorney

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

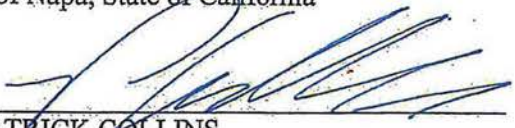
DATED: 3/4/19

By:  _____
DIJE NDREU
Deputy District Attorney

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

DATED: 3/1/19

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: March 1, 2019

By: 
LAUREN R. MARTNEAU
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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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: 3/4/19

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
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County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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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: 3/1/19 _____

By: Jane Crue _____
JANE CRUE
Deputy District Attorney

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

DATED: _____

By: _____
LAUREN R. 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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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

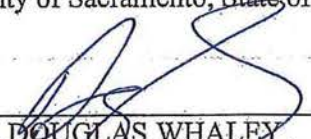
MICHAEL A. HESTRIN, District Attorney
County of Riverside, State of California

DATED: March 1, 2019

By:  _____
LAUREN R. MARTINEAU
Deputy District Attorney

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

DATED: MARCH 4 2019

By:  _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: 3/5/19

By: 
DANIEL LOUGH
Deputy District Attorney

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

DATED: _____

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

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: _____
CHARLES V. BLAIR, II
Deputy District Attorney

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JASON ANDERSON, 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: March 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

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: _____
CHARLES V. BLAIR, II
Deputy District Attorney

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

DATED: _____

By: _____
DANIEL LOUGH
Deputy District Attorney

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

DATED: _____

By: _____
MARK ANKCORN
Chief Deputy City Attorney

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

DATED: 3/5/19

By: 
ELIZABETH MCCLUTCHEY
Deputy District Attorney

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

DATED: 3/11/19

By: 
CELESTE KAISCH
Deputy District Attorney

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

DATED: _____

By: _____
CHARLES V. BLAIR, II
Deputy District Attorney

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

DATED: _____

By: _____
DANIEL LOUGH
Deputy District Attorney

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

DATED: _____

By: _____
MARK ANKCORN
Chief Deputy City Attorney

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

DATED: _____

By: _____
ELIZABETH MCCLUTCHEY
Deputy District Attorney

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: 3/13/19

By: 
CHARLES V. BLAIR, II
Deputy District Attorney

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

DATED: 3-1-19

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

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: _____

By: _____
DIANE M. NEWMAN
Deputy District Attorney

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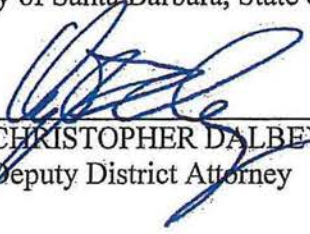
STEPHEN M. WAGSTAFFE, District Attorney
County of San Mateo, State of California

DATED: _____

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

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

DATED: 3/4/2019

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

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

DATED: _____

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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: 3/12/19

By: [Signature]
BUD PORTER
Supervising Deputy District Attorney

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

DATED: _____

By: _____
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County of Solano, State of California

DATED: _____

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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

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

DATED: 03/04/2019

By: 
ANAND B. ESRANI
Deputy 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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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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County of Santa Barbara, State of California

DATED: _____

By: _____
CHRISTOPHER DALBEY
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DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

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

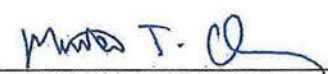
DATED: 3/4/2019

By: *Diane Newman*
DIANE M. NEWMAN
Deputy District Attorney

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

DATED: 3/25/19

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

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

DATED: _____

By: _____
PAULA CLARK
Senior Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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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: 3-11-19

By: 
RICHARD B. MORY, III
Deputy District Attorney

AMANDA L. 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: _____

By: _____
PAULA CLARK
Senior Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
MATTHEW CHEEVER
Deputy District Attorney

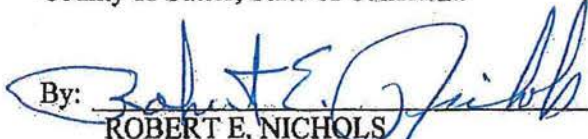
BIRGIT A. FLADAGER, District Attorney
County of Stanislaus, State of California

DATED: _____

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

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

DATED: 3/19/19

By: 
ROBERT E. NICHOLS
Deputy District Attorney

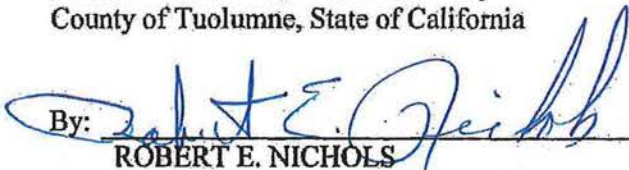
TIM WARD, District Attorney
County of Tulare, State of California

DATED: 3/1/19

By: 
PAULA CLARK
Senior Deputy District Attorney

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

DATED: 3/19/19

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/4/2019

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 KOHL'S DEPARTMENT STORES, INC.:

DATED: _____

By: _____
STEVEN J. THOMAS
EVP, Chief Risk & Compliance Officer
Kohl's Department Stores, Inc.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: _____

By: _____
GARY J. SMITH
BEVERIDGE & DIAMOND, PC

IT IS SO ORDERED.

DATED: _____

By: _____
JUDGE OF THE SUPERIOR COURT

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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: 3/4/19

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

FOR KOHL'S DEPARTMENT STORES, INC.:

DATED: _____

By: _____
STEVEN J. THOMAS
EVP, Chief Risk & Compliance Officer
Kohl's Department Stores, Inc.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: _____

By: _____
GARY J. SMITH
BEVERIDGE & DIAMOND, PC

IT IS SO ORDERED.

DATED: _____

By: _____
JUDGE OF THE SUPERIOR COURT

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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 KOHL'S DEPARTMENT STORES, INC.:

DATED: 3/4/2019

By: 
STEVEN J. THOMAS
EVP, Chief Risk & Compliance Officer
Kohl's Department Stores, Inc. 

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: 3/1/19

By: 
GARY L. SMITH
BEVERIDGE & DIAMOND, PC

IT IS SO ORDERED.

DATED: APR 05 2019

By: ROGER ROSS
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

EXHIBIT A - California Facilities

	Store No.	Street Address	City	County	Zip	Open Date	Closed Date
1	1324	2201 S Shore Center	Alameda	Alameda	94501	4/1/09	
2	759	43782 Christy St	Fremont	Alameda	94538	10/7/04	
3	1380	545 Southland Mall	Hayward	Alameda	94545	9/30/09	1/17/15
4	1121	2900 Las Positas Rd	Livermore	Alameda	94551	10/3/07	
5	761	4525 Rosewood Dr	Pleasanton	Alameda	94588	10/7/04	
6	762	15555 E 14th St	San Leandro	Alameda	94578	10/7/04	
7	1031	1505 Springfield Dr	Chico	Butte	95928	11/9/06	
8	758	5511 Lone Tree Way	Brentwood	Contra Costa	94513	10/7/04	
9	978	2302 Monument Blvd	Pleasant Hill	Contra Costa	94523	10/6/05	
10	1399	1000 Shaw Avenue	Clovis	Fresno	93612	9/29/10	
11	724	175 E Alluvial Ave	Fresno	Fresno	93720	4/16/04	
12	709	3699 W Shaw Ave	Fresno	Fresno	93711	4/16/04	
13	1361	3300 Broadway St	Eureka	Humboldt	95501	9/30/09	
14	1434	808 E. Danenberg Dr	El Centro	Imperial	92243	9/28/11	
15	713	5253 Gosford Rd	Bakersfield	Kern	93311	3/5/04	
16	702	9400 Rosedale Hwy	Bakersfield	Kern	93312	3/5/04	
17	1400	1677 West Lacey Blvd	Hanford	Kings	93230	9/29/10	
18	790	1201 S Fremont Ave	Alhambra	Los Angeles	91803	2/27/05	
19	590	12821 Towne Center Dr	Cerritos	Los Angeles	90703	3/7/03	
20	197	21818 Valley Blvd	City of Industry	Los Angeles	91789	10/6/05	
21	1360	300 Stonewood St.	Downey	Los Angeles	90241	9/30/09	
22	595	1225 S Lone Hill Ave	Glendora	Los Angeles	91740	3/7/03	
23	599	2229 Foothill Blvd	La Verne	Los Angeles	91750	3/7/03	
24	633	2650 Carson St	Lakewood	Los Angeles	90712	3/7/03	
25	1370	504 W Huntington Dr.	Monrovia	Los Angeles	91016	9/30/09	
26	1373	8800 Corbin Ave.	Northridge	Los Angeles	91324	9/30/09	
27	753	39850 Tenth St W	Palmdale	Los Angeles	93551	3/5/04	
28	1376	1799 Hawthorne Blvd	Redondo Beach	Los Angeles	90278	9/30/09	
29	750	7279 N Rosemead Blvd	San Gabriel	Los Angeles	91775	11/14/07	6/19/16
30	752	19307 Golden Valley Rd	Santa Clarita	Los Angeles	91321	10/1/08	
31	1381	8501 Laurel Canyon Blvd	Sun Valley	Los Angeles	91352	9/30/09	
32	632	25375 Crenshaw Blvd	Torrance	Los Angeles	90505	3/7/03	
33	608	24200 Valencia Blvd	Valencia	Los Angeles	91355	3/7/03	
34	628	6651 N Fallbrook Ave	West Hills	Los Angeles	91307	3/7/03	6/19/16
35	1385	8739 S Sepulveda Blvd	Westchester	Los Angeles	90045	9/30/09	
36	1386	15602 W Whittwood Lane	Whittier	Los Angeles	90603	9/30/09	
37	1379	5010 Northgate Mall	San Rafael	Marin	94903	9/30/09	
38	1383	437 N Orchard Ave	Ukiah	Mendocino	95482	9/30/09	
39	1367	400 Merced Mall	Merced	Merced	95348	9/30/09	
40	1122	111 Gen Stillwell Dr	Marina	Monterey	93933	10/3/07	
41	163	1950 N Davis Rd	Salinas	Monterey	93907	4/12/07	
42	1371	1116 First St	Napa	Napa	94559	9/30/09	
43	589	8191 La Palma Ave	Buena Park	Orange	90620	3/7/03	
44	1387	10201 Valley View St.	Cypress	Orange	90630	9/30/09	6/19/16
45	1362	3204 Yorba Linda Blvd	Fullerton	Orange	92831	9/30/09	
46	654	7777 Edinger Ave Ste 140	Huntington Beach	Orange	92647	3/7/03	
47	1365	9811 Adams Ave.	Huntington Beach	Orange	92646	9/30/09	
48	598	14101 Jeffrey Rd	Irvine	Orange	92620	3/7/03	
49	596	1610 W Imperial Hwy	La Habra	Orange	90631	3/7/03	
50	597	27702 Antonio Pkwy	Ladera Ranch	Orange	92694	3/7/03	6/19/16
51	618	27380 Heather Ridge Rd	Laguna Niguel	Orange	92677	3/7/03	
52	548	22215 El Paseo	Rancho Santa Margarita	Orange	92688	3/7/03	
53	754	1351 W 17th St	Santa Ana	Orange	92706	10/7/04	6/19/16
54	604	12345 Seal Beach Blvd	Seal Beach	Orange	90740	3/7/03	
55	1382	18182 Irvine Blvd	Tustin	Orange	92780	9/30/09	
56	755	23001 Savi Ranch Pkwy	Yorba Linda	Orange	92887	10/7/04	
57	680	10375 Fairway Dr	Roseville	Placer	95678	3/5/04	
58	1186	1479 E Second St	Beaumont	Riverside	92223	11/14/07	
59	592	2620 Cajalco Rd	Corona	Riverside	92881	3/7/03	

EXHIBIT A - California Facilities

	Store No.	Street Address	City	County	Zip	Open Date	Closed Date
60	593	470 Hidden Valley Pkwy	Corona	Riverside	92879	3/7/03	
61	677	78950 Hwy 11	La Quinta	Riverside	92253	2/27/05	
62	1282	30252 Haun Rd	Menifee	Riverside	92584	10/1/08	
63	1032	12315 Limonite Ave	Mira Loma	Riverside	91752	10/5/06	
64	1125	27200 Eucalyptus Ave	Moreno Valley	Riverside	92555	10/3/07	
65	585	24661 Madison Ave	Murrieta	Riverside	92562	3/7/03	
66	1187	34940 Monterey Ave	Palm Desert	Riverside	92211	10/3/07	
67	603	19260 Van Buren Blvd	Riverside	Riverside	92508	3/7/03	
68	1390	3520 Tyler St.	Riverside	Riverside	92503	9/29/10	
69	606	32085 Redhawk Pkwy	Temecula	Riverside	92592	3/7/03	
70	705	5030 Antelope Rd	Antelope	Sacramento	95843	10/6/05	
71	1363	6135 San Juan Ave	Citrus Heights	Sacramento	95610	9/30/09	
72	695	9650 Bruceville Rd	Elk Grove	Sacramento	95757	3/5/04	
73	663	1013 Riley St	Folsom	Sacramento	95630	3/5/04	
74	1375	11051 Olson Dr	Rancho Cordova	Sacramento	95670	9/30/09	6/19/16
75	1374	1896 Arden Way	Sacramento	Sacramento	95815	9/30/09	
76	683	4700 Natomas Blvd	Sacramento	Sacramento	95834	3/5/04	
77	1159	8810 Calvine Rd	Sacramento	Sacramento	95828	11/14/07	
78	591	4093 Grand Ave	Chino	San Bernardino	91710	3/7/03	
79	602	14960 Summit Ave	Fontana	San Bernardino	92336	3/7/03	
80	601	1051 N Milliken Ave	Ontario	San Bernardino	91764	3/7/03	
81	631	27540 Lugonia Ave	Redlands	San Bernardino	92374	3/7/03	
82	806	825 E Central Ave.	San Bernardino	San Bernardino	92408	7/1/10	
83	855	890 E Mill St	San Bernardino	San Bernardino	92408	12/1/02	
84	607	1923 N Campus Ave	Upland	San Bernardino	91784	2/27/05	
85	1384	233 S. Mountain Ave	Upland	San Bernardino	91786	9/30/09	6/19/16
86	636	14305 Bear Valley Rd	Victorville	San Bernardino	92392	3/7/03	
87	958	1870 Main Ct	Chula Vista	San Diego	91911	10/6/05	
88	726	2325 Otay Lakes Rd	Chula Vista	San Diego	91915	4/16/04	
89	675	2398 Jamacha Rd	El Cajon	San Diego	92019	4/16/04	
90	1415	134 N. El Camino Real	Encinitas	San Diego	92024	9/28/11	
91	700	3410 Marron Rd	Oceanside	San Diego	92056	4/16/04	
92	710	12880 Gregg Ct	Poway	San Diego	92064	4/16/04	
93	1359	3450 College Ave	San Diego	San Diego	92115	9/30/09	
94	1377	5505 Balboa Ave	San Diego	San Diego	92111	9/30/09	
95	1369	8140 Mira Mesa Blvd	San Diego	San Diego	92126	9/30/09	6/19/16
96	707	720 Center Dr	San Marcos	San Diego	92069	4/16/04	
97	756	9412 Mission Gorge Rd	Santee	San Diego	92071	10/7/04	
98	1366	530 W Kettleman Ln	Lodi	San Joaquin	95240	9/30/09	
99	976	2360 Daniels St	Manteca	San Joaquin	95337	3/2/06	
100	708	10850 Trinity Pkwy	Stockton	San Joaquin	95219	3/5/04	
101	960	100 Niblick Rd	Paso Robles	San Luis Obispo	93446	2/27/05	
102	1378	205 Madonna Rd	San Luis Obispo	San Luis Obispo	93405	9/30/09	
103	981	1200 El Camino Real	Colma	San Mateo	94014	10/7/04	
104	1368	855 Broadway	Millbrae	San Mateo	94030	9/30/09	4/18/14
105	1389	250 Walnut St	Redwood City	San Mateo	94063	9/30/09	
106	477	2501 South Broadway	Santa Maria	Santa Barbara	93455	10/5/06	
107	977	525 E Hamilton	Campbell	Santa Clara	95008	4/16/06	
108	737	6765 Camino Arroyo Dr	Gilroy	Santa Clara	95020	10/7/04	
109	994	1150 Great Mall Rd	Milpitas	Santa Clara	95035	10/6/05	
110	1388	350 Showers Dr	Mountain View	Santa Clara	94040	9/30/09	
111	979	2323 McKee Rd	San Jose	Santa Clara	95116	10/7/04	6/19/16
112	983	890 Blossom Hill Rd	San Jose	Santa Clara	95123	10/7/04	
113	984	3700 El Camino Real	Santa Clara	Santa Clara	95051	10/7/04	1/26/16
114	1069	895 Browning St	Redding	Shasta	96003	11/14/07	
115	757	570 Orange Dr	Vacaville	Solano	95687	10/7/04	
116	763	1190 Admiral Callaghan Ln	Vallejo	Solano	94591	10/7/04	
117	760	1363 N McDowell Blvd	Petaluma	Sonoma	94954	10/7/04	
118	980	3746 Airway Dr	Santa Rosa	Sonoma	95404	10/6/05	
119	714	2225 Plaza Pkwy Ste G	Modesto	Stanislaus	95350	3/5/04	
120	885	2065 Keystone Pacific Pkwy	Patterson	Stanislaus	95363	6/1/06	
121	1077	2351 Claribel Rd	Riverbank	Stanislaus	95367	10/5/06	
122	715	2751 Countryside Dr	Turlock	Stanislaus	95380	3/5/04	

EXHIBIT A - California Facilities

	Store No.	Street Address	City	County	Zip	Open Date	Closed Date
123	1020	1480 Sunsweet Blvd	Yuba City	Sutter	95993	4/16/06	
124	1403	1275 W. Henderson Ave.	Porterville	Tulare	93257	9/29/10	
125	701	2208 S Mooney Blvd	Visalia	Tulare	93277	4/16/04	
126	1404	13777 Mono Way	Sonora	Tuolumne	95370	9/29/10	
127	600	872 New Los Angeles Ave	Moorpark	Ventura	93021	3/7/03	
128	605	2950 Tapo Canyon Rd	Simi Valley	Ventura	93065	3/7/03	
129	630	1960 Newbury Park	Thousand Oaks	Ventura	91320	3/5/04	
130	583	4950 Telephone Rd	Ventura	Ventura	93003	3/7/03	

EXHIBIT B-1

EXHIBIT B-1 -- CIVIL PENALTIES

Agency	Civil Penalties - Business and Professions §17200 Penalties	Civil Penalties - Health and Safety §25500 Penalties	Total of Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	\$ 30,000.00	\$ 20,000.00	\$ 50,000.00
Butte Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ 1,500.00
Contra Costa Co. District Attorney's Office ^{1 (see below)}	\$ 12,000.00	\$ -	\$ 12,000.00
Fresno Co. District Attorney's Office	\$ 9,000.00	\$ -	\$ 9,000.00
Humboldt Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ 1,500.00
Imperial Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ 1,500.00
Kern Co. District Attorney's Office	\$ 6,000.00	\$ -	\$ 6,000.00
Kings Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ 1,500.00
Los Angeles Co. District Attorney's Office	\$ 24,000.00	\$ 16,000.00	\$ 40,000.00
Marin Co. District Attorney's Office	\$ 3,000.00	\$ -	\$ 3,000.00
Mendocino Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ 1,500.00
Merced Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ 1,500.00
Monterey Co. District Attorney's Office	\$ 72,000.00	\$ -	\$ 72,000.00
Napa Co. District Attorney's Office	\$ 3,000.00	\$ -	\$ 3,000.00
Orange Co. District Attorney's Office	\$ 25,000.00	\$ 16,000.00	\$ 41,000.00
Placer Co. District Attorney's Office ^{2 (see below)}	\$ 3,000.00	\$ -	\$ 3,000.00
Riverside Co. District Attorney's Office ^{3 (see below)}	\$ 25,000.00	\$ 16,000.00	\$ 41,000.00
Sacramento Co. District Attorney's Office ^{4 (see below)}	\$ 41,000.00	\$ -	\$ 41,000.00
San Bernardino Co. District Attorney's Office (SWCPP Penalties) ^{5 (see below)}	\$ 31,000.00	\$ 22,000.00	\$ 53,000.00
San Diego Co. District Attorney's Office	\$ 22,000.00	\$ -	\$ 22,000.00
San Joaquin Co. District Attorney's Office ^{6 (see below)}	\$ 68,500.00	\$ 44,500.00	\$ 113,000.00
San Luis Obispo Co. District Attorney's Office	\$ 6,000.00	\$ -	\$ 6,000.00
San Mateo Co. District Attorney's Office	\$ 7,000.00	\$ -	\$ 7,000.00
Santa Barbara Co. District Attorney's Office	\$ 3,000.00	\$ -	\$ 3,000.00
Santa Clara Co. District Attorney's Office	\$ 17,000.00	\$ -	\$ 17,000.00
Shasta Co. District Attorney's Office	\$ 3,000.00	\$ -	\$ 3,000.00
Solano Co. District Attorney's Office ^{7 (see below)}	\$ 6,000.00	\$ -	\$ 6,000.00
Sonoma Co. District Attorney's Office	\$ 6,000.00	\$ -	\$ 6,000.00
Stanislaus Co. District Attorney's Office	\$ 12,000.00	\$ -	\$ 12,000.00
Sutter Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ 1,500.00
Tulare Co. District Attorney's Office	\$ 6,000.00	\$ -	\$ 6,000.00
Tuolumne Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ 1,500.00
Ventura Co. District Attorney's Office	\$ 12,000.00	\$ -	\$ 12,000.00
Yolo Co. District Attorney's Office	\$ 54,000.00	\$ -	\$ 54,000.00
Totals - Prosecutor Civil Penalties	\$ 518,500.00	\$ 134,500.00	\$ 653,000.00
1 - CONTRA COSTA - Court further orders that these proceeds are designated as non-supplanting funds to be used by the Contra Costa County District Attorney's Office for the investigation and prosecution of cases pursuant to Business and Professions Codes section 17200, <i>et seq.</i>			
2 - 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.			
3 - RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$25,000.00 to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.			
Health and Safety Code section 25515.2: "Defendant" shall pay \$16,000.00 as civil penalties pursuant to section 25515.2 of the Health and Safety Code to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.			

EXHIBIT B-1 -- CIVIL PENALTIES

4 - 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.

5 - SAN BERNARDINO: \$12,000.00 of the civil penalties shall be allocated for SWCPP penalties and distributed as such.

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

7 - 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 Business and Professions 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	Total of Civil Penalties Paid to Regulatory Agencies
Alameda Co. - City of San Leandro Environmental Services	\$ 750.00	\$ 750.00
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	\$ 750.00	\$ 750.00
Alameda Co. - Hayward City Fire Dept.	\$ 750.00	\$ 750.00
Alameda Co. - Livermore/Pleasanton Fire Dept., Haz Mat Unit ^{1 (see below)}	\$ 1,500.00	\$ 1,500.00
Alameda Co. - Environmental Health Services	\$ 750.00	\$ 750.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 1,500.00	\$ 1,500.00
Department of Toxic Substances Control ^{2 (see below)}	\$ 9,000.00	\$ 9,000.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 2,250.00	\$ 2,250.00
Humboldt Co. - Div. of Environmental Health	\$ 750.00	\$ 750.00
Imperial Co. - CUPA - DTSC ^{3 (see below)}	\$ 750.00	\$ 750.00
Kern Co. - Bakersfield City Fire Department	\$ 1,500.00	\$ 1,500.00
Kings Co. - Environmental Health Services	\$ 750.00	\$ 750.00
Los Angeles Co. - Fire Health Hazmat	\$ 14,250.00	\$ 14,250.00
Marin Co. - Dept. of Public Works, Waste Mngt. Div.	\$ 750.00	\$ 750.00
Mendocino Co. - Environmental Health Division	\$ 750.00	\$ 750.00
Merced Co. - Division of Environmental Health	\$ 750.00	\$ 750.00
Monterey Co. - Environmental Health Division	\$ 1,500.00	\$ 1,500.00
Napa Co. - Dept. of Env. Mngt.	\$ 750.00	\$ 750.00
Orange Co. - Environmental Health ^{4 (see below)}	\$ 13,500.00	\$ 13,500.00
Placer Co. - Roseville City Fire Dept.	\$ 750.00	\$ 750.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 9,000.00	\$ 9,000.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 13,000.00	\$ 13,000.00
San Bernardino Co. - Fire Haz Mat	\$ 7,750.00	\$ 7,750.00
San Diego Co. - Dept. of Environmental Health	\$ 11,250.00	\$ 11,250.00
San Joaquin Co. - Environmental Health Department	\$ 11,000.00	\$ 11,000.00
San Luis Obispo Co. - Environmental Health Services	\$ 1,500.00	\$ 1,500.00
San Mateo Co. - Environmental Health Division	\$ 2,250.00	\$ 2,250.00
Santa Barbara Co. - Environmental Health Services	\$ 750.00	\$ 750.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 3,750.00	\$ 3,750.00
Santa Clara Co. - City of Gilroy Fire Prevention	\$ 750.00	\$ 750.00
Santa Clara Co. - City of Santa Clara Fire Department	\$ 750.00	\$ 750.00
Shasta Co. - Environmental Health Division	\$ 750.00	\$ 750.00
Solano Co. - Environmental Health Services	\$ 1,500.00	\$ 1,500.00
Sonoma Co. - Fire & Emergency Services Dept.	\$ 750.00	\$ 750.00
Sonoma Co. - Petaluma City Fire Department	\$ 750.00	\$ 750.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 3,000.00	\$ 3,000.00
Sutter Co. - Environmental Health Services	\$ 750.00	\$ 750.00
Tulare Co. - Environmental Health	\$ 1,500.00	\$ 1,500.00
Tuolumne Co. - Environmental Health	\$ 750.00	\$ 750.00
Ventura Co. - Environmental Health Division	\$ 3,000.00	\$ 3,000.00
Yolo Co. - Environmental Health	\$ 6,000.00	\$ 6,000.00
Total - Agency Civil Penalties	\$ 134,500.00	\$ 134,500.00

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 \$9,000.00 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: \$750.00 of these \$25550 penalties are for the CUPA of Imperial County (DTSC) to pay the CUPA civil penalties in settlement of alleged Kohl's Department Stores, Inc. Hazardous Materials violations at the Imperial County Kohl's Department Stores locations.

EXHIBIT B-2 -- CIVIL PENALTIES

4 - ORANGE: \$13,500.00 is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.

EXHIBIT C

EXHIBIT C – SUPPLEMENTAL ENVIRONMENTAL PROJECTS

1. Craig Thompson Environmental Protection Prosecution Fund.

KOHL'S DEPARTMENT STORES, INC. (Defendant) shall provide the amount of Twenty Eight Thousand, One Hundred Twenty Five Dollars (\$28,125.00) 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 CUPA Forum.

DEFENDANT shall provide the amount of Twenty Eight Thousand, One Hundred Twenty Five Dollars (\$28,125.00) payable to CUPA Forum Environmental Protection Trust Fund, which is administered and to be used by the California Certified Unified Program Agency (CUPA) Forum, for purposes consistent with the mission of the Trust for the CUPA Forum. Up to Twenty Eight Thousand, One Hundred Twenty Five Dollars (\$28,125.00) of these monies may be used by the CUPA Forum to pay for meeting room expenses and/or to reimburse attendees for travel expenses incurred attending the RCRA Unraveled Courses sponsored by the CUPA Forum. These attendees may include non-CUPA members who work environmental enforcement with California CUPA cases, including, but not limited to: prosecutors, paralegals, and investigators.

3. California District Attorneys Association Environmental Project.

DEFENDANT shall provide the amount of Twenty Eight Thousand, One Hundred Twenty Five Dollars (\$28,125.00) payable to the California District Attorneys Association - Environmental Project to be used by the Environmental Project for the purpose of providing training consistent with the objectives of the Environmental Project.

4. California Advanced Environmental Criminal Training Program (Cal-AECTP) in conjunction with the California Hazardous Material Investigators Association (CHMIA).

DEFENDANT shall provide the amount of Twenty Eight Thousand, One Hundred Twenty Five Dollars (\$28,125.00) payable to California Hazardous Materials Investigators Association (“CHMIA”) to be used by CHMIA to fund full scholarships for attendance and participation in their Advanced Environmental Criminal Training Program. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals.

* If the payment provided by the DEFENDANT, 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	\$ 17,723.76
Contra Costa Co. District Attorney's Office	\$ 3,800.00
Fresno Co. District Attorney's Office	\$ 1,500.00
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
Marin Co. District Attorney's Office	\$ 750.00
Monterey Co. District Attorney's Office	\$ 24,500.00
Napa Co. District Attorney's Office	\$ 750.00
Orange Co. District Attorney's Office	\$ 5,200.00
Placer Co. District Attorney's Office ^{1 (see below)}	\$ 750.00
Riverside Co. District Attorney's Office ^{2 (see below)}	\$ 8,650.00
Sacramento Co. District Attorney's Office ^{3 (see below)}	\$ 10,750.00
San Bernardino Co. District Attorney's Office (SWCPP Costs) ^{4 (see below)}	\$ 5,100.00
San Diego City Attorney's Office	\$ 750.00
San Diego Co. District Attorney's Office	\$ 6,575.00
San Joaquin Co. District Attorney's Office ^{5 (see below)}	\$ 69,850.00
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	\$ 750.00
Shasta Co. District Attorney's Office	\$ 750.00
Solano Co. District Attorney's Office	\$ 750.00
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	\$ 750.00
Yolo Co. District Attorney's Office ^{6 (see below)}	\$ 63,977.24
Total - Prosecutor Costs	\$ 230,376.00

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 \$8,650.00 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 of the costs are 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.

EXHIBIT D-1 -- COSTS

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 \$33,977.24, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$30,000.00.

EXHIBIT D-2

EXHIBIT D-2 -- COSTS

Agency	Total Costs to Agency
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 600.00
Department of Toxic Substance Control	\$ 3,800.00
Los Angeles Co. - Fire Health Hazmat	\$ 3,900.00
Orange Co. - Environmental Health ¹ (see below)	\$ 450.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 3,000.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 4,800.00
San Bernardino Co. - Fire Haz Mat	\$ 1,200.00
San Diego Co. - Dept. of Environmental Health	\$ 600.00
San Joaquin Co. - Environmental Health Department	\$ 8,850.00
Santa Barbara Co. - Environmental Health Services	\$ 300.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 900.00
Yolo Co. - Environmental Health	\$ 1,224.00
Total - Agency Costs	\$ 29,624.00
<p>1 - ORANGE: \$450.00 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>	