

VIA FACSIMILE

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FILED/ENDORSED
Clerk of the Superior Court

SEP 15 2021

By J. KALAMARAS
DEPUTY CLERK

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

Additional Counsel listed as signatories

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

ULTA BEAUTY, INC., a Delaware Corporation, ULTA SALON, COSMETICS & FRAGRANCE, INC., a Delaware Corporation, ULTA, INC., a Delaware Corporation, and POSSIBILITIES AB, INC., a Delaware Corporation,

Defendants.

CASE NO. **FCS057080**

STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION AND ORDER THEREON
Filing Fees Exempt (Govt. Code § 6103)

Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, generally appearing through its attorneys: Krishna A. Abrams, District Attorney of Solano County; Nancy E. O'Malley, District Attorney of Alameda County; Michael L. Ramsey, District Attorney of Butte County; Diana Becton, District Attorney of Contra Costa County; Lisa A. Smittcamp, District Attorney of Fresno County; Maggie Fleming, District Attorney of Humboldt County; Gilbert G. Otero, District Attorney of Imperial County; Lisa S. Green, District Attorney of Kern County; Keith Fagundes, District Attorney of Kings County; George Gascón, District Attorney of Los Angeles County; Michael N. Feuer, City Attorney of Los Angeles; Lori E. Frugoli, District Attorney of Marin County; Jeannine M. Pacioni, District Attorney of Monterey County; Allison Haley, District Attorney of Napa County; Todd Spitzer, District Attorney of Orange County; Morgan Gire, District Attorney of Placer County;

1 Michael A. Hestrin, District Attorney of Riverside County; Anne Marie Schubert, District Attorney
2 of Sacramento County; Jason Anderson, District Attorney of San Bernardino County; Summer
3 Stephan, District Attorney of San Diego County; Mara W. Elliott, City Attorney of San Diego; Chesa
4 Boudin, District Attorney of San Francisco County; Tori Verber Salazar, District Attorney of San
5 Joaquin County; Dan Dow, District Attorney of San Luis Obispo County; Stephen M. Wagstaffe,
6 District Attorney of San Mateo County; Joyce E. Dudley, District Attorney of Santa Barbara County;
7 Jeffrey F. Rosen, District Attorney of Santa Clara County; Stephanie A. Bridgett, District Attorney of
8 Shasta County; Jill R. Ravitch, District Attorney of Sonoma County; Birgit A. Fladager, District
9 Attorney of Stanislaus County; Amanda Hopper, District Attorney of Sutter County; Tim Ward,
10 District Attorney of Tulare County; Erik Nasarenko, District Attorney of Ventura County; and Jeff
11 W. Reisig, District Attorney of Yolo County; (hereafter collectively the “People” or “Plaintiff”): and
12 Defendants ULTA BEAUTY, INC., a Delaware Corporation, ULTA SALON, COSMETICS &
13 FRAGRANCE, INC., a Delaware Corporation, ULTA, INC., a Delaware Corporation, and
14 POSSIBILITIES AB, INC., a Delaware Corporation,, (hereafter “Defendants”) generally appearing
15 through their attorneys, Manatt, Phelps & Phillips, LLP by Matthew Williamson.

16
17 **THE PARTIES 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 Defendants 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 Defendants; and

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

1 Final Judgment.

2 7. The Parties acknowledge this resolution has been reached during a global pandemic
3 and that certain terms may have been offered or eliminated due to these unusual circumstances. The
4 Parties acknowledge the resolution in this matter is unique due to the issues surrounding the COVID-
5 19 Pandemic Crisis and its impact on this particular industry.

6 **NOW THEREFORE**, the People and Defendants having requested this Court enter this Final
7 Judgment, and the Court having considered the Final Judgment reached between the Parties, **IT IS**
8 **HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

9 **1. JURISDICTION**

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

12 **2. SETTLEMENT OF DISPUTED CLAIMS**

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

15 **3. DEFINITIONS**

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

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

27 “Facility” or “Facilities” mean the stores, distribution centers, and facilities listed in **Exhibit**
28 **A** that Defendants formerly or currently own or operate, and all other Ulta stores and facilities within

1 the State of California that Defendants, or any respective successor corporation or assignee, owns or
2 operates subsequent to the effective date of this Final Judgment.

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

5 **4. INJUNCTIVE RELIEF**

6 **4.1 Applicability**

7 The provisions of this injunction are applicable to Defendants and their respective successor
8 corporations or assignees, and all persons, partnerships, corporations, and other entities that have
9 Direct Operational Control over Defendants’ hazardous waste management program and that are
10 subject to the jurisdiction of the courts in the State of California, acting under, on behalf of, or at the
11 direction of Defendants, or their respective successor corporations or assigns, with notice of this
12 injunction. “Direct Operational Control” shall be interpreted to mean any person, partnership,
13 corporation, or other entity that actively participates in the operation of hazardous waste and/or
14 hazardous materials management programs for Facilities located in the State of California.

15 **4.2 General Injunctive Provision:**

16 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8,
17 118325 and Business and Professions Code section 17203, Defendants shall comply as applicable
18 with Chapters 6.5 and 6.95 of Division 20 and Chapter 10 of Division 104 of the California Health
19 and Safety Code, and the regulations promulgated under these chapters and Civil Code section
20 1798.81. Notwithstanding any other provision in this Final Judgment, nothing in this Final Judgment
21 shall relieve Defendants from complying with any and all applicable laws and regulations, nor shall
22 any term of the Final Judgment extend to Defendants’ facilities, including its retail stores, outside the
23 state of California.

24 **4.3 Specific Injunctive Provisions:**

25 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8,
26 118325 and Business and Professions Code section 17203, to the extent those provisions apply to
27 Defendants’ Facilities, Defendants are enjoined, restrained and prohibited from doing any of the
28 following:

1 4.3.a. Disposing, or causing the disposal, of any of Defendants' hazardous waste at a
2 point not authorized by law, in violation of Health and Safety Code sections 25189 and 25189.2,
3 including, without limitation, to any trash container, dumpster, compactor, drain, sink, or toilet at any
4 of the Facilities, or onto the surface or subsurface of the ground at any unauthorized location in
5 California, or at a landfill or transfer station in California not authorized to receive hazardous waste,
6 to the extent prohibited by Health and Safety Code sections 25189 and 25189.2;

7 4.3.b. Transporting, transferring custody of, or causing to be transported, any
8 hazardous waste from a Facility using a transporter that is not registered to transport hazardous waste,
9 to the extent prohibited by Health and Safety Code section 25163;

10 4.3.c. Transporting, or causing to be transported any hazardous waste to an
11 unauthorized location in California, to the extent prohibited by Health and Safety Code sections
12 25189.5 and 25163.

13 4.3.d. Failing to determine if each item of waste generated at the Facilities, including
14 waste that is a result of a spill or container breakage or other means, or product returned by a
15 customer to the Facilities, is a hazardous waste, to the extent such determination is required by Title
16 22 of the California Code of Regulations section 66262.11 and 66260.200;

17 4.3.e. Treating, storing, disposing of, transporting, and offering for transportation,
18 any hazardous waste without having received and used a proper identification number from the U.S.
19 Environmental Protection Agency or the California Department of Toxic Substances Control
20 ("DTSC") for the Facilities, to the extent such identification number is required by Title 22 of the
21 California Code of Regulations, section 66262.12, subdivision (a);

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

26 4.3.g. Failing to maintain a program for the lawful storage, handling and
27 accumulation of hazardous waste, and for the lawful segregation of hazardous-waste items that are in
28

1 leaking containers, to the extent such program is required by Health & Safety Code Section 25123.3
2 and California Code of Regulations, Title 22, Sections 66262.34, 66265.173 and 66265.177;

3 4.3.h. Failing to maintain properly designated and designed hazardous waste storage
4 areas, which include the segregation of hazardous wastes, at each Facility, to the extent such areas are
5 required by California Code of Regulations, Title 22, Sections 66262.34;

6 4.3.i. Failing to conduct weekly inspections of hazardous waste storage areas, to the
7 extent such inspections are required by Title 22 of the California Code of Regulations, section
8 66265.174 and Title 40 of the Code of Federal Regulations, section 265.174;

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

12 4.3.k. Failing to implement, maintain or submit to the CUPA a complete hazardous
13 materials business plan (“HMBP”) for each of the Facilities, to the extent such HMBP is required by
14 Health and Safety Code sections 25505 and 25508 and Title 19 of the California Code of
15 Regulations, section 2650;

16 4.3.l. Failing to comply with any employee training program requirements at the
17 Facilities to the extent such employee training program is required by Health and Safety Code section
18 25505, subdivision (a)(4), and Title 19 of the California Code of Regulations, section 2659;

19 4.3.m. Failing to comply with employee training obligations pertaining to handling of
20 hazardous waste and emergency procedures at the Facilities, to the extent such employee training is
21 required by Title 22 of the California Code of Regulations, section 66262.34 and Title 40 of the Code
22 of Federal Regulations, section 262.16, subdivision (b)(9)(iii);

23 4.3.n. Failing to retain copies or receipts of any required hazardous waste manifests
24 for three (3) years for the Facilities, to the extent such retention is required by Health and Safety
25 Code sections, 25160.2, subdivision (b)(3), and Title 22 of the California Code of Regulations section
26 66262.40, subdivision (a);

27 4.3.o. Failing to label or mark, manage, and accumulate any universal waste at each
28 of the Facilities in compliance with the standards for universal waste management found in Title 22

1 of the California Code of Regulations, sections 66273.33 through 66273.36 or in the alternative,
2 failing to manage any such waste as hazardous waste in compliance with Chapter 6.5 of the Health
3 and Safety Code and its implementing regulations in Title 22 of the California Code of Regulations,
4 including, but not limited to, section 66262.34;

5 4.3.p. Failing to comply with any applicable storage, transportation or disposal
6 requirements under the California Medical Waste Management Act, Health and Safety Code section
7 117600 *et seq.* at the Facilities, including but not limited to any requirements for storage,
8 transportation or disposal of regulated pharmaceutical waste as defined in Health and Safety Code
9 section 117690, to the extent such storage, transportation, or disposal is required by Health and
10 Safety Code sections 117915 and 117918; and

11 4.3.q. Failing to take all reasonable steps to dispose, or arrange for the disposal, of
12 Defendants' customer records from Facilities within its custody or control containing personal
13 information, to the extent such disposal is required by Civil Code 1798.81.

14 4.4 **Compliance Assurance Program**

15 Pursuant to the provisions of Health and Safety Code section 25181 and Business and
16 Professions Code section 17203, Defendants shall implement the following compliance assurance
17 programs to supplement the injunctive provisions of this Final Judgment:

18 4.4.a. Training. Defendants shall ensure that all employees at all of their California
19 retail stores, and any other employees at the Facilities (to the extent such other employees' job
20 responsibilities include waste handling and emergency procedures) are thoroughly familiar with
21 proper waste handling and emergency procedures relevant to their responsibilities during normal
22 facility operation and emergencies.

23 4.4.a.1. For any training conducted in accordance with 4.4.a., Defendants shall
24 maintain documentation sufficient to identify the topic(s) on which employees
25 received training and include the dates of training. Such records may be
26 maintained electronically. Defendants shall maintain any documentation for a
27 period of five (5) years from the date the training was conducted, in a manner
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that allows retrieval of the records within five (5) business days of receipt of any request for governmental inspection.

4.4.a.2. Defendants shall require employees to participate in a training program to familiarize them with hazardous waste handling and emergency procedures, relevant to the employee’s responsibilities during normal operations and emergencies, within six (6) months of hire. Employees shall be supervised by a manager trained in such procedures, until the employees have completed such training program. Defendants shall maintain, and review records quarterly, to ensure that this requirement is met.

4.4.a.3. Defendants shall promptly make available upon request by any CUPA Inspector, peace officer, agent of the Department of Justice, California Environmental Protection Agency, the DTSC, District Attorney or City Attorney all training records maintained for each Facility pursuant to paragraph 4.4.a.1.- 4. In the event that such records are not available at the time of a governmental inspection, Defendants shall provide such records to the requesting body within five (5) business days.

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

4.4.b. Compliance Certification. Within sixty (60) days after the end of each calendar year following entry of this Final Judgment for a period of five (5) years, Defendants shall provide the persons listed in Exhibit B with a statement regarding Defendants’ compliance with this Final Judgment. The statement shall include a summary description of the actions taken by the Defendants pursuant to this Final Judgment in the previous calendar year, and a copy of all hazardous waste inspection reports received by Defendants, notices of violation, notices to comply, and return to

1 compliance statements, if any, issued to the Facilities during the prior calendar year. The statement
2 shall be signed by a responsible corporate officer and include the following certification:

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

7 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS, AND**
8 **COSTS**

9 **5.1 Civil Penalties**

10 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall pay
11 FOUR HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$439,500.00) as
12 civil penalties pursuant to Health and Safety Code sections 25189 and 25515, and Business and
13 Professions Code section 17206, and Government Code section 26506, to be distributed to the
14 prosecuting agencies/regulatory agencies identified in and in accordance with the terms of **Exhibits**
15 **C-1 and C-2**, attached and made part of this Final Judgment and Permanent Injunction by this
16 reference.

17 **5.2 Supplemental Environmental Projects**

18 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall pay
19 SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500) for supplemental
20 environmental projects identified in, and in accordance with the terms of, **Exhibit D**.

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

22 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall pay
23 TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for reimbursement of attorneys'
24 fees, costs of investigation, and other costs of enforcement, to the entities identified in, and in
25 accordance with the terms of, **Exhibits E-1 and E-2**, attached.

26 **5.4 Payments and Expenditures**

27 The payment of all civil penalties, supplemental environmental projects, and reimbursement
28 of cost payments and other expenditures set forth in paragraphs 5.1, 5.2 and 5.3, above, shall be made
by checks and delivered to the District Attorney's Office for the County of Solano, Attention: Diane
Newman, Deputy District Attorney, for distribution pursuant to the terms of this Final Judgment.

1 Pursuant to the terms of this Final Judgment and Government Code section 26506 and without
2 objection by Defendants, the above-referenced payments shall be distributed and used as herein
3 requested by Plaintiff and as set forth in Exhibits C-1, C-2, D, E-1 and E-2.

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

5 6.1. This Final Judgment is a final and binding resolution and settlement of all claims,
6 violations or causes of action that were asserted or could have been asserted within the scope of the
7 allegations specifically set forth in the Complaint against Defendants and its officers, directors,
8 employees through the date of entry of this Final Judgment regarding the included Facilities
9 (“Covered Matters”).

10 6.2. Any claim, violation, or cause of action that is not a Covered Matter is a “Reserved
11 Claim.” Reserved Claims include, without limitation, any violation that occurs after the Court’s entry
12 of this Final Judgment; any claim, violation, or cause of action against Defendants’ independent
13 contractors or their subcontractors; and separate and independent violations arising out of matters or
14 allegations that are not set forth in the Complaint, whether known or unknown. Reserved Claims also
15 include any claims or causes of action against Defendants for performance of cleanup, corrective
16 action, or response action for any actual past or future releases, spills, or disposals of hazardous waste
17 or hazardous substances that were caused or contributed to by Defendants at or from any of
18 Defendants’ Facilities.

19 6.3. In any subsequent action that may be brought by the People based on any Reserved
20 Claim, Defendants cannot assert that failing to pursue any Reserved Claim as part of this action
21 constitutes claim-splitting. This Paragraph does not affect any statute of limitations, if any, which
22 may be applicable to any Reserved Claim, and does not prohibit Defendants from asserting any
23 statute of limitations or other legal or equitable defenses that may be applicable to any Reserved
24 Claim.

25 6.4. Defendants covenant not to pursue any civil or administrative claims against the
26 People or against any agency of the State of California, or any county or city in the State of
27 California, or any CUPA, Participating Agency or local agency (collectively, “Agencies”), or against
28 any of their officers, employees, representatives, agents, or attorneys, arising out of or related to any

1 Covered Matter and arising before entry of this Final Judgment; provided, however, that if any
2 Agencies initiate claims against Defendants, Defendants retain any and all rights and defenses against
3 such Agencies.

4 **7. EFFECT OF FINAL JUDGMENT**

5 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is
6 intended, nor shall it be construed, to preclude the People, or any state, county, city, or local agency,
7 department, board, or any CUPA from exercising its authority under any law, statute or regulation.
8 Defendants retain all of their defenses to the exercise of the aforementioned authority.

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

10 The failure of the People to enforce any provision of this Final Judgment shall neither be
11 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. Except
12 as expressly provided in this Final Judgment, the failure of the People to enforce any such provision
13 shall not preclude them from later enforcing the same or any other provision of this Final Judgment,
14 subject to paragraphs 12 and 20. Except as expressly provided in this Final Judgment, Defendants
15 retain all defenses to any such later enforcement action.

16 **9. INTERPRETATION**

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

20 **10. INTEGRATION**

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

26 **11. FUTURE REGULATORY CHANGES**

27 Nothing in this Final Judgment shall excuse Defendants from meeting any more-stringent
28 requirement that may be imposed by applicable existing law or by any change in the applicable law.

1 To the extent any future statutory or regulatory change makes Defendants' obligations less stringent
2 than those provided for in this Final Judgment, Defendants' compliance with the changed law shall
3 be deemed compliance with this Final Judgment; however, any change in law or regulation shall not
4 reduce or diminish Defendants' obligations to comply with Paragraph 4.4., above.

5 **12. TERMINATION OF COMPLIANCE PROGRAM**

6 Defendants' obligations to engage in a compliance program pursuant to Paragraph 4.4 of this
7 Final Judgment shall terminate five (5) years after the Effective Date of this Final Judgment provided
8 that Defendants first demonstrate that it paid all amounts owed per Exhibits C-1, C-2, D, E-1, and E-
9 2.

10 **13. NOTICES**

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

15 **14. CONTINUING JURISDICTION**

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

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

19 On reasonable notice, Defendants shall permit any duly authorized representative of the
20 People to inspect and copy records and documents reasonably relevant to determine compliance with
21 the terms of this Final Judgment on Consent. Nothing in this paragraph is intended to require access
22 to or production of any documents that are protected from production or disclosure by attorney-client
23 privilege, the attorney work product doctrine or other applicable privilege, defense, exemption, or
24 immunity afforded to Defendants under applicable law, nor does it waive any of the objections or
25 defenses to which Defendants would be entitled in responding to requests for documents made by
26 subpoena or other formal legal process or discovery. This obligation shall not require Defendants to
27 alter their normal document-retention policies (including, but not limited to, policies regarding
28 backup tapes for electronic documents); provided, however, that Defendants' policies must comply

1 with Health and Safety Code Chapters 6.5 and 6.95; Health and Safety Code Sections 117600, *et*
2 *seq.*; Civil Code Sections 1798.80, *et seq.* and their implementing regulations as applicable, and any
3 other applicable law addressed in this action, to the extent those provisions apply to Defendants'
4 California Facilities. Nothing in this paragraph is intended to limit the authority of any governmental
5 agency to inspect Defendants' Facilities or their records and documents under applicable law.

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

7 Defendants shall make no request of the People to pay their attorney fees, expert witness fees
8 and costs, or any other costs of litigation or investigation incurred to date in connection with Covered
9 Matters in this Final Judgment.

10 **17. COUNTERPART SIGNATURES**

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

14 **18. INCORPORATION OF EXHIBITS**

15 Exhibits "A" through "E-2" are incorporated herein by reference.

16 **19. MODIFICATION**

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

20 **20. TERMINATION OF PERMANENT INJUNCTION**

21 At any time after this Final Judgment has been in effect for five (5) years, and Defendants
22 have paid and expended all amounts required under the Final Judgment, Defendants may move to
23 terminate the injunctive provisions in Paragraphs 4.2 and 4.3 pursuant to Code of Civil Procedure
24 section 533 and Civil Code section 3424. After this Final Judgment has been in effect for seven (7)
25 years, and Defendants have paid and expended all amounts required under the Final Judgment, the
26 injunctive provisions in Paragraphs 4.2 and 4.3 will terminate automatically.

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

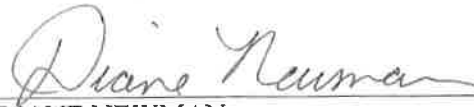
2 This Final Judgment shall become effective upon entry. The Parties need not file a Notice of
3 Entry of Judgment.

4 **IT IS SO STIPULATED.**

5 **FOR THE PEOPLE:**

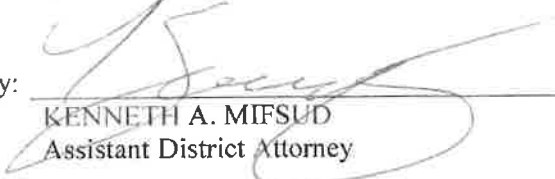
6 KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

7
8 DATED: 8/24/2021

9 By: 
DIANE NEWMAN
Deputy District Attorney

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

11
12 DATED: 7/6/21

13 By: 
KENNETH A. MIFSUD
Assistant District Attorney

14
15 MICHAEL L. RAMSEY, District Attorney
County of Butte, State of California

16
17 DATED: _____

18 By: _____
ROBERT E. NICHOLS
Deputy District Attorney

19
20 DIANA BECTON, District Attorney
County of Contra Costa, State of California

21
22 DATED: _____

23 By: _____
STACEY GRASSINI
Senior Deputy District Attorney

24
25 ALLISON HALEY, District Attorney
County of Napa, State of California

26
27 DATED: _____

28 By: _____
PATRICK COLLINS
Deputy District Attorney

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21. EFFECTIVE DATE OF FINAL JUDGMENT

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

IT IS SO STIPULATED,

FOR THE PEOPLE:

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

DATED: _____

By: _____
**DIANE NEWMAN
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: July 26, 2021

By: 
**ROBERT E. NICHOLS
Deputy District Attorney**

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

DATED: _____

By: _____
**STACEY GRASSINI
Senior Deputy District Attorney**

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

DATED: _____

By: _____
**PATRICK COLLINS
Deputy District Attorney**

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

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

4 **IT IS SO STIPULATED.**

5 **FOR THE PEOPLE:**

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

8 DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

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

12 DATED: _____

By: _____
KENNETH A. MIFSUD
Assistant District Attorney

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

16 DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

20 DATED: 7/1/21

By: 
STACEY GRASSINI
Senior Deputy District Attorney

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

24 DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

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

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

4 **IT IS SO STIPULATED.**

5 **FOR THE PEOPLE:**

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

8 DATED: _____

9 By: _____
10 DIANE NEWMAN
11 Deputy District Attorney

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

14 DATED: _____

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

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

20 DATED: _____

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


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

26 DATED: _____

27 By: _____
28 STACEY GRASSINI
Senior Deputy District Attorney

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

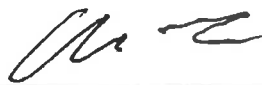
DATED: 7/1/21

By: 
PATRICK COLLINS
Deputy District Attorney

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

DATED: 8/2/2021

By: 
ADAM KOOK
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
JOHN OHANESIAN
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
JESSICA B. BROWN
Supervising Deputy City Attorney

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

DATED: _____

By: _____

ADAM KOOK
Deputy District Attorney

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

DATED: July 26, 2021

By: 

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____

JOHN OHANESIAN
Deputy District Attorney

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

DATED: July 26, 2021

By: 

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____

JESSICA B. BROWN
Supervising Deputy City Attorney

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

DATED: _____

By: _____
ADAM KOOK
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 7-27-2021

By:  _____
JOHN OHANESIAN
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
JESSICA B. BROWN
Supervising Deputy City Attorney

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

DATED: _____

By: _____
ADAM KOOK
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
JOHN OHANESIAN
Deputy District Attorney


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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: July 26, 2021

By:  _____
JESSICA B. BROWN
Supervising Deputy City Attorney

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GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: Jul 14, 2021

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

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

DATED: _____

By: _____
DIJE NDREU
Deputy District Attorney

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

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

MORGAN GIRE, 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

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GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

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

DATED: 6/21/21

By: _____

DIJE NDREU
Deputy District Attorney

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

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

MORGAN GIRE, 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

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GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

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

DATED: _____

By: _____
DIJE NDREU
Deputy District Attorney

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

DATED: 6/25/21

By: *Alicia Barry* for William Fallon
WILLIAM G. FALLON
Deputy District Attorney

MORGAN GIRE, 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

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GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

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

DATED: _____

By: _____
DIJE NDREU
Deputy District Attorney

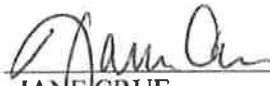
TODD SPITZER, District Attorney
County of Orange, State of California

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

MORGAN GIRE, District Attorney
County of Placer, State of California

DATED: 6-16-2021

By:  _____
JANE CRUE
Deputy District Attorney

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

DATED: _____

By: _____
LAUREN MARTINEAU
Deputy District Attorney

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GEORGE GASCÓN, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

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

DATED: _____

By: _____
DIJE NDREU
Deputy District Attorney

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

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

MORGAN GIRE, 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

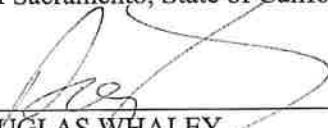
DATED: June 15, 2021

By: 
LAUREN MARTINEAU
Deputy District Attorney

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

DATED: 6/18/11

By: 
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
DAVID TULCAN
Deputy District Attorney

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

DATED: _____

By: _____
JULIE RAU
Deputy City Attorney

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

DATED: _____

By: _____
MICHAEL McCANN
Deputy District Attorney

CHESA BOUDIN, District Attorney
County of San Francisco, State of California

DATED: _____

By: _____
ALETHEA SARGENT
Assistant District Attorney

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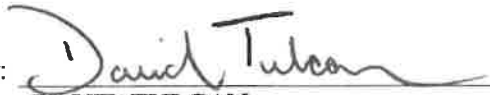
ANNE MARIE SCHUBERT, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: 6-25-21

By: 
DAVID TULCAN
Deputy District Attorney

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

DATED: _____

By: _____
JULIE RAU
Deputy City Attorney

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

DATED: _____

By: _____
MICHAEL McCANN
Deputy District Attorney

CHESA BOUDIN, District Attorney
County of San Francisco, State of California

DATED: _____

By: _____
ALETHEA SARGENT
Assistant District Attorney

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

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
DAVID TULCAN
Deputy District Attorney

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

DATED: 6/30/21

By: *Julie Rau*
JULIE RAU
Deputy City Attorney

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

DATED: _____

By: _____
MICHAEL McCANN
Deputy District Attorney

CHESA BOUDIN, District Attorney
County of San Francisco, State of California

DATED: _____

By: _____
ALETHEA SARGENT
Assistant District Attorney

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

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
DAVID TULCAN
Deputy District Attorney

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

DATED: _____

By: _____
JULIE RAU
Deputy City Attorney

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

DATED: 6-30-21

By: Mike McCann
MICHAEL McCANN
Deputy District Attorney

CHESA BOUDIN, District Attorney
County of San Francisco, State of California

DATED: _____

By: _____
ALETHEA SARGENT
Assistant District Attorney

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

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
DAVID TULCAN
Deputy District Attorney

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

DATED: _____

By: _____
JULIE RAU
Deputy City Attorney

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

DATED: _____

By: _____
MICHAEL McCANN
Deputy District Attorney

CHESA BOUDIN, District Attorney
County of San Francisco, State of California

DATED: 6/30/2021

By: *Alethea Sargent*
ALETHEA SARGENT
Assistant District Attorney

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

DATED: July 7, 2021

By: *Celeste Kaisch*
CELESTE KAISCH
Deputy District Attorney

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

DATED: _____

By: _____
KENNETH JORGENSEN
Deputy District Attorney

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

DATED: _____

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

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

DATED: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

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

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

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

DATED: _____

By: _____
CELESTE KAISCH
Deputy District Attorney

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

DATED: 6-16-21

By: *Kenneth Jorgensen*
KENNETH JORGENSEN
Deputy District Attorney

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

DATED: _____

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

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

DATED: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

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

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

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

DATED: _____

By: _____
CELESTE KAISCH
Deputy District Attorney


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

DATED: _____

By: _____
KENNETH JORGENSEN
Deputy District Attorney

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

DATED: 6-21-21

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

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

DATED: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

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

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

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

DATED: _____

By: _____
CELESTE KAISCH
Deputy District Attorney

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

DATED: _____

By: _____
KENNETH JORGENSEN
Deputy District Attorney


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

DATED: _____

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

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

DATED: June 30, 2021

By: 

CHRISTOPHER DALBEY
Deputy District Attorney

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

DATED: _____

By: _____
BUD PORTER
Supervising Deputy District Attorney

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

DATED: _____

By: _____
CELESTE KAISCH
Deputy District Attorney

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

DATED: _____

By: _____
KENNETH JORGENSEN
Deputy District Attorney

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

DATED: _____

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

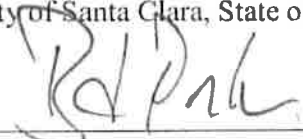
JOYCE E. DUDLEY, District Attorney
County of Santa Barbara, State of California

DATED: _____

By: _____
CHRISTOPHER DALBEY
Deputy District Attorney

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

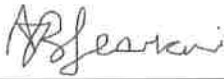
DATED: 6/16/21

By: 
BUD PORTER
Supervising Deputy District Attorney

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

DATED: 06/17/2021

By: 
ANAND B. JESRANI
Deputy District Attorney

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

DATED: 6/17/21

By: 
MATTHEW T. CHEEVER
Deputy District Attorney

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

DATED: _____

By: _____
DARRELL GRIFFIN
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
RODNEY BLACO
Deputy District Attorney

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

DATED: _____

By: _____

ANAND B. JESRANI
Deputy District Attorney

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: 7/14/21

By:  _____

DARRELL GRIFFIN
Deputy District Attorney

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

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____

RODNEY BLACO
Deputy District Attorney

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

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

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: _____
DARRELL GRIFFIN
Deputy District Attorney

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

DATED: July 26, 2021

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: July 26, 2021

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
RODNEY BLACO
Deputy District Attorney

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

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

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: _____
DARRELL GRIFFIN
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney


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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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


DATED: June 16, 2021

By:  _____
RODNEY BLACO
Deputy District Attorney

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ERIK NASARENKO, District Attorney
County of Ventura, State of California

DATED: July 26, 2021

By: 
KAREN WOLD
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 ULTA BEAUTY, INC.:

DATED: _____

By: _____
Jodi Caro
General Counsel, Chief Risk & Compliance
Officer

FOR ULTA SALON, COSMETICS & FRAGRANCE, INC.:

DATED: _____

By: _____
Jodi Caro
General Counsel & Corporate Secretary

FOR ULTA, INC.:

DATED: _____

By: _____
Jodi Caro
Vice President & Secretary

FOR POSSIBILITIES AB, INC.:

DATED: _____

By: _____
Jodi Caro
Vice President & Secretary

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ERIK NASARENKO, District Attorney
County of Ventura, State of California

DATED: _____

By: _____
KAREN WOLD
Senior Deputy District Attorney

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

DATED: 7/27/2021

By: _____

DAVID J. IREY
Assistant Chief Deputy District Attorney

FOR ULTA BEAUTY, INC.:

DATED: _____

By: _____
Jodi Caro
General Counsel, Chief Risk & Compliance
Officer

FOR ULTA SALON, COSMETICS & FRAGRANCE, INC.:

DATED: _____

By: _____
Jodi Caro
General Counsel & Corporate Secretary

FOR ULTA, INC.:

DATED: _____

By: _____
Jodi Caro
Vice President & Secretary

FOR POSSIBILITIES AB, INC.:

DATED: _____

By: _____
Jodi Caro
Vice President & Secretary

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ERIK NASARENKO, District Attorney
County of Ventura, State of California

DATED: _____

By: _____
KAREN WOLD
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 ULTA BEAUTY, INC.:

DATED: 8/4/21

By: *Jodi Caro*
Jodi Caro
General Counsel, Chief Risk & Compliance
Officer

FOR ULTA SALON, COSMETICS & FRAGRANCE, INC.:

DATED: 8/4/21

By: *Jodi Caro*
Jodi Caro
General Counsel & Corporate Secretary

FOR ULTA, INC.:

DATED: 8/4/21

By: *Jodi Caro*
Jodi Caro
Vice President & Secretary

FOR POSSIBILITIES AB, INC.:

DATED: 8/4/21

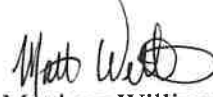
By: *Jodi Caro*
Jodi Caro
Vice President & Secretary

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REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: 8/4/21

MANATT, PHELPS & PHILLIPS, LLP

By: 
Matthew Williamson
Attorneys for Defendants

IT IS SO ORDERED.

DATED: ~~SEP 13 2021~~

ALESIA JONES
By: _____
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

Exhibit A – California ULTA Facilities

	Address	City	County
1	4948 Dublin Blvd	Dublin	Alameda
2	2245 South Shore Center	Alameda	Alameda
3	43806 Pacific Commons Blvd	Fremont	Alameda
4	3839 Emery St, Ste 200	Emeryville	Alameda
5	15555 E 14th St, Ste 106	San Leandro	Alameda
6	3090 W Jack London Blvd	Livermore	Alameda
7	39221 Fremont Hub, Fremont	Fremont	Alameda
8	2068 Dr Martin Luther King Jr Pkwy	Chico	Butte
9	2465 Sand Creek Rd, Ste 100	Brentwood	Contra Costa
10	1975 Diamond Blvd, D130	Concord	Contra Costa
11	1216 Fitzgerald Dr	Pinole	Contra Costa
12	2015 Crow Canyon Pl	San Ramon	Contra Costa
13	155B Crescent Plaza	Pleasant Hill	Contra Costa
14	7911 N Blackstone Ave	Fresno	Fresno
15	1315 Herndon Ave	Clovis	Fresno
16	6587 North Riverside Dr	Fresno	Fresno
17	639 E Shaw Ave, Ste 179	Fresno	Fresno
18	3300 Broadway, Ste 15	Eureka	Humboldt
19	508-1 E Danenberg Dr	El Centro	Imperial
20	9000 Ming Ave, Ste L2	Bakersfield	Kern

Exhibit A – California ULTA Facilities

	Address	City	County
21	9280 Rosedale Hwy, Ste 200	Bakersfield	Kern
22	168 N 12th Ave	Hanford	Kings
23	3393 E Foothill Blvd	Pasadena	Los Angeles
24	12771 Towne Center Dr	Cerritos	Los Angeles
25	7100 Santa Monica Blvd, Ste 210	West Hollywood	Los Angeles
26	1351 N Victory Pl	Burbank	Los Angeles
27	39246 10th Street West	Palmdale	Los Angeles
28	1229 S Lone Hill Ave	Glendora	Los Angeles
29	1513 Hawthorne Blvd	Redondo Beach	Los Angeles
30	24235 Magic Mountain Pkwy	Valencia	Los Angeles
31	6000 Sepulveda Blvd, Ste 2200	Culver City	Los Angeles
32	6312 E Pacific Coast Hwy	Long Beach	Los Angeles
33	4681 Firestone Blvd	South Gate	Los Angeles
34	342 Lakewood Center	Lakewood	Los Angeles
35	4550 Pico Blvd, Ste C321	Los Angeles	Los Angeles
36	17651 Colima Rd	City of Industry	Los Angeles
37	1781 S Alameda St	Compton	Los Angeles
38	8941 Tampa Ave	Northridge	Los Angeles
39	13455 W Maxella	Marina del Rey	Los Angeles
40	2700 E Workman Ave	West Covina	Los Angeles

Exhibit A – California ULTA Facilities

	Address	City	County
41	9020 Apollo Way	Downey	Los Angeles
42	3534 Rosemead Blvd	Rosemead	Los Angeles
43	51A Peninsula Center	Rolling Hills Estates	Los Angeles
44	1234 Wilshire Blvd	Santa Monica	Los Angeles
45	4550 N Van Nuys Blvd, Ste G	Sherman Oaks	Los Angeles
46	7401 Carson Blvd	Long Beach	Los Angeles
47	15235 Whittier Blvd	Whittier	Los Angeles
48	10925 Kinross Ave	Los Angeles	Los Angeles
49	21650 Valley Blvd	City of Industry	Los Angeles
50	23741 Calabasas Rd, Ste A	Calabasas	Los Angeles
51	20045 W Rinaldi St	Porter Ranch	Los Angeles
52	8620 Washington Blvd	Pico Rivera	Los Angeles
53	4200 E Carson St	Long Beach	Los Angeles
54	729 E Huntington Dr	Monrovia	Los Angeles
55	780 S Pacific Coast Hwy	El Segundo	Los Angeles
56	10310 Sepulveda Blvd	Mission Hills	Los Angeles
57	6500 Canoga Ave	Canoga Park	Los Angeles
58	6650 N. Fallbrook Avenue	Los Angeles	Los Angeles
59	600 Francisco Blvd. W	San Rafael	Marin
60	108 Vintage Way	Navato	Marin

Exhibit A – California ULTA Facilities

	Address	City	County
61	2080 California Ave	Sand City	Monterey
62	860 Northridge Shopping Center	Salinas	Monterey
63	1725 Trancas St	Napa	Napa
64	7777 Edinger Ave, Ste 130	Huntington Beach	Orange
65	2863 Park Ave	Tustin	Orange
66	23608 El Toro Rd	Lake Forest	Orange
67	30682 Santa Margarita Pkwy	Rancho Santa Margarita	Orange
68	12339 Seal Beach Blvd	Seal Beach	Orange
69	427 Newport Center Dr	Newport Beach	Orange
70	13676 Jamboree Rd	Irvine	Orange
71	574 N Euclid St	Anaheim	Orange
72	1521 W Imperial Hwy	La Habra	Orange
73	257 E 17th St	Costa Mesa	Orange
74	510 Camino de Estrella	San Clemente	Orange
75	1500 E Village Way, Ste 2191	Orange	Orange
76	10071 Adams Ave	Huntington Beach	Orange
77	27080 Alicia Pkwy, Ste B	Laguna Niguel	Orange
78	8375 La Palma Ave	Buena Park	Orange
79	763 S. Main St, #150	Orange	Orange
80	100 Irvine Avenue	Newport Beach	Orange

Exhibit A – California ULTA Facilities

	Address	City	County
81	1232 Galleria Blvd, Ste 100	Roseville	Placer
82	2795 Bell Rd	Auburn	Placer
83	5120 Commons Dr	Rocklin	Placer
84	117 Ferrari Ranch Rd, Ste 100	Lincoln	Placer
85	2541 Tuscany St, Ste 103	Corona	Riverside
86	72-369 Highway 111, Ste 100	Palm Desert	Riverside
87	12423 Limonite Ave, Ste 1	Eastvale	Riverside
88	12625 Frederick St, Ste G1	Moreno Valley	Riverside
89	30050 Haun Rd	Menifee	Riverside
90	40460 Winchester Rd	Temecula	Riverside
91	3502 Tyler St, Ste 101	Riverside	Riverside
92	2243 W Florida Ave	Hemet	Riverside
93	18418 Collier Ave	Lake Elsinore	Riverside
94	78-825 Hwy 111	La Quinta	Riverside
95	5200 East Ramon Rd, Bldg H	Palm Springs	Riverside
96	1688 North Perris Blvd, Major C	Perris	Riverside
97	42350 Jackson St	Indio	Riverside
98	1545 2nd Street	Beaumont	Riverside
99	9141 West Stockton Blvd	Elk Grove	Sacramento
100	5927 Sunrise Blvd	Citrus Heights	Sacramento

Exhibit A – California ULTA Facilities

	Address	City	County
101	3591 N Freeway Blvd	Sacramento	Sacramento
102	2381 Iron Point Rd	Folsom	Sacramento
103	1785 Arden Way	Sacramento	Sacramento
104	10919 Olson Dr	Rancho Cordova	Sacramento
105	8180 Delta Shores Cir S	Sacramento	Sacramento
106	2717 Marconi Ave	Sacramento	Sacramento
107	1785 Arden Way	Sacramento	Sacramento
108	7431 Laguna Blvd	Elk Grove	Sacramento
109	4041 Grand Ave	Chino	San Bernardino
110	1927 North Campus Ave	Upland	San Bernardino
111	18821 Bear Valley Rd	Apple Valley	San Bernardino
112	27461 San Bernardino Ave, Ste C	Redlands	San Bernardino
113	1 Mills Circle, Ste 113	Ontario	San Bernardino
114	15248 Summit Ave, Ste 200	Fontana	San Bernardino
115	1215 W Renaissance Pkwy, Ste 650	Rialto	San Bernardino
116	12188 Foothill Blvd, #100	Rancho Cucamonga	San Bernardino
117	12505 N. Mainstreet, Suite 200	Rancho Cucamonga	San Bernardino
118	1905 Calle Barcelona, Ste 110	Carlsbad	San Diego
119	2645 Vista Way	Oceanside	San Diego
120	185 S Las Posas Dr	San Marcos	San Diego

Exhibit A – California ULTA Facilities

	Address	City	County
121	3315 Rosecrans St	San Diego	San Diego
122	315 Parkway Plaza	El Cajon	San Diego
123	1072 Camino del Rio North	San Diego	San Diego
124	3951 Camino de la Plaza, Ste 105	San Ysidro	San Diego
125	10455 4S Reserve Dr, Ste 151	San Diego	San Diego
126	4941 'B' Clairemont Dr	San Diego	San Diego
127	2015 Birch Rd, Ste 1801	Chula Vista	San Diego
128	1266 Auto Park Way	Escondido	San Diego
129	11485 Carmel Mountain Rd	San Diego	San Diego
130	10653 Westview Pkwy	San Diego	San Diego
131	8657 Villa la Jolla Drive, La	La Jolla	San Diego
132	2675 Geary Boulevard	San Francisco	San Francisco
133	555 9th Street	San Francisco	San Francisco
134	5410 Pacific Ave	Stockton	San Joaquin
135	2475 N Naglee Rd	Tracy	San Joaquin
136	2292 Daniels St	Manteca	San Joaquin
137	1423 S Lower Sacramento Rd	Lodi	San Joaquin
138	281 Madonna Rd, Ste C	San Luis Obispo	San Luis Obispo
139	2145 Theatre Dr	Paso Robles	San Luis Obispo
140	3010 Bridgepointe Pkwy	San Mateo	San Mateo

Exhibit A – California ULTA Facilities

	Address	City	County
141	119 Colma Blvd	Colma	San Mateo
142	1140 El Camino Real, #209	San Bruno	San Mateo
143	7000 Marketplace Dr	Goleta	Santa Barbara
144	755 E Betteravia Rd	Santa Maria	Santa Barbara
145	615 North H Street, Hwy 1	Lompoc	Santa Barbara
146	31 Curtner Ave	San Jose	Santa Clara
147	600 El Paseo de Saratoga	San Jose	Santa Clara
148	950 Renz Ln, Ste 10	Gilroy	Santa Clara
149	20580 Homestead Rd	Cupertino	Santa Clara
150	5650 Cottle Rd, Ste 20	San Jose	Santa Clara
151	1038 East Brokaw Rd, Ste 10	San Jose	Santa Clara
152	5140 Cherry Ave, Ste 50	San Jose	Santa Clara
153	1027 Cochrane Rd	Morgan Hill	Santa Clara
154	200 W. McKinley	Sunnyvale	Santa Clara
155	900 Dana Dr, D-15	Redding	Shasta
156	1641 E Monte Vista Ave, Ste C	Vacaville	Solano
157	1350 Travis Blvd, Ste 1475-B	Fairfield	Solano
158	147 Plaza Dr	Vallejo	Solano
159	2080 Santa Rosa Ave	Santa Rosa	Sonoma
160	401 Kenilworth Dr, Ste 520	Petaluma	Sonoma

Exhibit A – California ULTA Facilities

	Address	City	County
161	361 Coddington Center	Santa Rosa	Sonoma
162	3900 Sisk Rd, Ste E2	Modesto	Stanislaus
163	2841 Countryside Dr	Turlock	Stanislaus
164	2407 Claribel Rd	Riverbank	Stanislaus
165	1068 Harter Pkwy, Ste A	Yuba City	Sutter
166	4023 S Mooney Blvd	Visalia	Tulare
167	1267 West Henderson Ave	Porterville	Tulare
168	690 Collection Blvd	Oxnard	Ventura
169	1555 Simi Town Center Way, Ste 600	Simi Valley	Ventura
170	205 N Moorpark Rd, Ste C	Thousand Oaks	Ventura
171	500 E. Ventura Blvd, Ste 1514	Camarillo	Ventura
172	431 West Esplanade Drive	Oxnard	Ventura
173	2135 Bronze Star Dr	Woodland	Yolo

EXHIBIT B

Exhibit B – Notices

For the People:

David J. Irely
Assistant Chief Deputy District Attorney
Consumer Fraud & Environmental Protection Division
Yolo County District Attorney's Office
301 Second St
Woodland, CA 95695
Email: David.Irely@yolocounty.org

Diane Newman
Deputy District Attorney
Solano County District Attorney
675 Texas Street, 4th Floor, # 4500
Fairfield, CA 94533-6340
Email: DMNewman@solanocounty.com

For Defendants:

Jodi Caro
General Counsel, Chief Compliance Officer & Corporate Secretary
Ulta Beauty
1000 Remington Blvd. Suite 120
Bolingbrook, IL 60440
Email: JCaro@ulta.com

w/ copy to:

Matthew Williamson
Manatt, Phelps & Phillips, LLP
695 Town Center Drive, 14th Floor
Costa Mesa, CA 92626
Email: MWilliamson@manatt.com

EXHIBIT C-1

EXHIBIT C-1

AGENCY	Civil Penalties - Business and Professions §17200 Penalties	Civil Penalties - Health and Safety §25515.2 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	\$ 21,119.00	\$ -	\$ -	\$ 21,119.00
Butte Co. District Attorney's Office	\$ 2,414.00	\$ -	\$ -	\$ 2,414.00
Contra Costa Co. District Attorney's Office	\$ 23,119.00	\$ -	\$ -	\$ 23,119.00
Fresno Co. District Attorney's Office	\$ 4,608.00	\$ -	\$ -	\$ 4,608.00
Humboldt Co. District Attorney's Office	\$ 2,414.00	\$ -	\$ -	\$ 2,414.00
Imperial Co. District Attorney's Office	\$ 2,414.00	\$ -	\$ -	\$ 2,414.00
Kern Co. District Attorney's Office	\$ 922.00	\$ -	\$ -	\$ 922.00
Kings Co. District Attorney's Office	\$ 2,414.00	\$ -	\$ -	\$ 2,414.00
Los Angeles City Attorney's Office	\$ 5,529.00	\$ -	\$ -	\$ 5,529.00
Los Angeles Co. District Attorney's Office	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
Marin Co. District Attorney's Office	\$ 922.00	\$ -	\$ -	\$ 922.00
Monterey Co. District Attorney's Office	\$ 26,119.00	\$ -	\$ -	\$ 26,119.00
Napa Co. District Attorney's Office	\$ 922.00	\$ -	\$ -	\$ 922.00
Orange Co. District Attorney's Office	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
Placer Co. District Attorney's Office*	\$ 3,686.00	\$ -	\$ -	\$ 3,686.00
Riverside Co. District Attorney's Office**	\$ 21,119.00	\$ -	\$ -	\$ 21,119.00
Sacramento Co. District Attorney's Office***	\$ 7,372.00	\$ -	\$ -	\$ 7,372.00
San Bernardino Co. District Attorney's Office	\$ 21,119.00	\$ -	\$ -	\$ 21,119.00
San Diego City Attorney's Office	\$ 5,529.00	\$ -	\$ -	\$ 5,529.00
San Diego Co. District Attorney's Office	\$ 23,119.00	\$ -	\$ -	\$ 23,119.00
San Francisco Co. District Attorney's Office	\$ 23,119.00	\$ -	\$ -	\$ 23,119.00
San Joaquin Co. District Attorney's Office****	\$ 30,150.00	\$ 17,580.00	\$ -	\$ 47,730.00
San Luis Obispo Co. District Attorney's Office	\$ 1,843.00	\$ -	\$ -	\$ 1,843.00
San Mateo Co. District Attorney's Office	\$ 1,843.00	\$ -	\$ -	\$ 1,843.00

EXHIBIT C-1

Santa Barbara Co. District Attorney's Office	\$ 2,765.00	\$ -	\$ -	\$ 2,765.00
Santa Clara Co. District Attorney's Office	\$ 7,371.00	\$ -	\$ -	\$ 7,371.00
Shasta Co. District Attorney's Office	\$ 22,119.00	\$ -	\$ -	\$ 22,119.00
Solano Co. District Attorney's Office****	\$ 37,335.00	\$ -	\$ 4,395.00	\$ 41,730.00
Sonoma Co. District Attorney's Office	\$ 2,765.00	\$ -	\$ -	\$ 2,765.00
Stanislaus Co. District Attorney's Office	\$ 2,765.00	\$ -	\$ -	\$ 2,765.00
Sutter Co. District Attorney's Office	\$ 2,414.00	\$ -	\$ -	\$ 2,414.00
Tulare Co. District Attorney's Office	\$ 2,843.00	\$ -	\$ -	\$ 2,843.00
Ventura Co. District Attorney's Office	\$ 2,765.00	\$ -	\$ -	\$ 2,765.00
Yolo Co. District Attorney's Office	\$ 21,643.00	\$ 17,580.00	\$ -	\$ 39,223.00
Total - Prosecutor Penalties	\$ 351,600.00	\$ 35,160.00	\$ 4,395.00	\$ 391,155.00

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

**RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$19,725.00 to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

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

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

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

EXHIBIT C-1

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

EXHIBIT C-2

EXHIBIT C-2 - PENALTIES

Agency	Civil Penalties - Health and Safety Code §25515.2	Civil Penalties - Health and Safety 25189	Total of Civil Penalties Paid to Agency
Alameda Co. -Environmental Health Services	\$ 1,910.00	\$ 254.00	\$ 2,164.00
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	\$ 1,280.00	\$ 169.00	\$ 1,449.00
Alameda Co. - City of San Leandro Environmental Services	\$ 640.00	\$ 85.00	\$ 725.00
Alameda Co. - Livermore/Pleasanton Fire Dept., Haz Mat Unit1 (see below)	\$ 640.00	\$ 85.00	\$ 725.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 3,190.00	\$ 423.00	\$ 3,613.00
Department of Toxics Substances Control	\$ -	\$ 8,790.00	\$ 8,790.00
Monterey Co. - Environmental Health Division	\$ 1,280.00	\$ 169.00	\$ 1,449.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 7,010.00	\$ 927.00	\$ 7,937.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 2,000.00	\$ -	\$ 2,000.00
San Bernardino Co. - Fire Haz Mat	\$ 5,100.00	\$ 676.00	\$ 5,776.00
San Diego Co. - Dept. of Environmental Health	\$ 5,100.00	\$ 676.00	\$ 5,776.00
San Francisco Co. - City & County Public Health Dept.	\$ 1,280.00	\$ 169.00	\$ 1,449.00
San Joaquin Co. - Environmental Health Department	\$ 2,550.00	\$ 338.00	\$ 2,888.00
Shasta Co. - Environmental Health Divison	\$ 640.00	\$ 85.00	\$ 725.00
Solano Co. - Environmental Health Services	\$ 1,900.00	\$ 254.00	\$ 2,154.00
Yolo Co. - Environmental Health	\$ 640.00	\$ 85.00	\$ 725.00
Total - Agency Civil Penalties	\$ 35,160.00	\$ 13,185.00	\$ 48,345.00

EXHIBIT D

Exhibit D – Supplemental Environmental Projects

1. California CUPA Forum. *

ULTA BEAUTY, INC., ET AL. shall provide the amount of Fifty Thousand Dollars (\$50,000.00) to fund scholarships for attendance and participation at the annual California Unified Program Annual Training Conference. Each of these scholarships shall cover conference registration, transportation, meals, and hotel at the training conference rate. Travel and per diem expenses will be reimbursed in accordance with the reimbursement policies of the “California CUPA Forum Board Training Conference Expense Reimbursement Policies”, and any subsequent modifications thereto.

2. California Hazardous Material Investigators Association (CHMIA). *

ULTA BEAUTY, INC., ET AL. shall provide the amount of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) to be used by the CALIFORNIA HAZARDOUS MATERIALS INVESTIGATORS ASSOCIATION (CHMIA) for purposes that serve and promote CHMIA’s overall mission to encourage the cooperation, coordination and education of environmental crimes investigations. ULTA BEAUTY, INC., ET AL.’s check shall be made payable to the “CALIFORNIA HAZARDOUS MATERIALS INVESTIGATORS ASSOCIATION.”

* If the payment provided by ULTA BEAUTY, INC., ET AL., 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 - SEPs

Employer ID (FEIN)	Agency	Total SEP to Agency
	California CUPA Forum	\$ 50,000.00
	California Hazardous Materials Investigators Association (CHMIA)	\$ 12,500.00

Total - SEPs \$ **62,500.00**

EXHIBIT E-1

EXHIBIT E-1 - PROSECUTOR COSTS

Jurisdiction	Total Prosecutor Costs
Alameda Co. District Attorney's Office	\$5,280.00
Butte Co. District Attorney's Office	\$858.00
Contra Costa Co. District Attorney's Office	\$5,940.00
Fresno Co. District Attorney's Office	\$495.00
Humboldt Co. District Attorney's Office	\$858.00
Imperial Co. District Attorney's Office	\$858.00
Kern Co. District Attorney's Office	\$495.00
Kings Co. District Attorney's Office	\$858.00
Los Angeles City Attorney's Office	\$3,795.00
Los Angeles Co. District Attorney's Office	\$495.00
Marin Co. District Attorney's Office	\$495.00
Monterey Co. District Attorney's Office	\$20,378.00
Napa Co. District Attorney's Office	\$495.00
Orange Co. District Attorney's Office	\$495.00
Placer Co. District Attorney's Office*	\$495.00
Riverside Co. District Attorney's Office**	\$10,891.00
Sacramento Co. District Attorney's Office***	\$1,980.00
San Bernardino Co. District Attorney's Office	\$5,940.00
San Diego City Attorney's Office	\$495.00
San Diego Co. District Attorney's Office	\$20,835.24
San Francisco Co. District Attorney's Office	\$11,303.00
San Joaquin Co. District Attorney's Office	\$42,077.00
San Luis Obispo Co. District Attorney's Office	\$495.00
San Mateo Co. District Attorney's Office	\$495.00
Santa Barbara Co. District Attorney's Office	\$495.00
Santa Clara Co. District Attorney's Office	\$495.00
Shasta Co. District Attorney's Office	\$16,968.03
Solano Co. District Attorney's Office	\$30,113.00
Sonoma Co. District Attorney's Office	\$495.00
Stanislaus Co. District Attorney's Office	\$1,485.00
Sutter Co. District Attorney's Office	\$858.00
Tulare Co. District Attorney's Office	\$2,145.00
Ventura Co. District Attorney's Office	\$495.00
Yolo Co. District Attorney's Office****	\$50,739.73

Total - Prosecutor Costs

\$241,090.00

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

****RIVERSIDE Costs:** "Defendant" shall pay \$10,891.00 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.

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

******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 \$10,739.73, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$40,000.00.

EXHIBIT E-2

EXHIBIT E-2 - AGENCY COSTS

Agency	Total Cost Amount to Agency
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 330.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 2,310.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 660.00
San Diego Co. - Dept. of Environmental Health	\$ 2,805.00
San Francisco Co. - City & County Public Health Dept.	\$ 495.00
San Joaquin Co. - Environmental Health Department	\$ 1,650.00
Solano Co. - Environmental Health Services	\$ 660.00

Total - Agency Costs \$ **8,910.00**