

**ENDORSED
FILED
ALAMEDA COUNTY**

APR 24 2015

CLERK OF THE SUPERIOR COURT
By DIANNA L. SHORE
Deputy

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

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 COUNTY OF ALAMEDA

20 THE PEOPLE OF THE STATE OF
21 CALIFORNIA,

22 People,

23 v.

24 DOLLAR TREE STORES, INC.,
25 a Virginia Corporation, and DOLLAR
26 TREE DISTRIBUTION, INC., a Virginia
27 Corporation

28 Defendants.

Case No. **HC15767714**

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION

Action Filed:

Judge:

Department:

1 WHEREAS, this Stipulation for Entry of Final Judgment and Permanent Injunction (“Final
2 Judgment”) is entered into by Plaintiff, the People of the State of California (“People”) and
3 Defendants Dollar Tree Stores, Inc. and Dollar Tree Distribution, Inc., both Virginia corporations,
4 that do and have done business in their own capacity and/or through agents, affiliates, and
5 subsidiaries in the state of California (collectively “Dollar Tree” or “Defendant”), by their
6 respective attorneys. The People and Defendant shall be referred to collectively as “Parties.”

7 WHEREAS, the Parties have stipulated and consented to the entry of this Final Judgment
8 prior to trial and have agreed to settle the above captioned matter without further litigation, as set
9 forth below:

10 WHEREAS, the Court finds that the settlement between the Parties is fair and in the public
11 interest;

12 NOW THEREFORE, upon the consent of the Parties, it is hereby ORDERED,
13 ADJUDGED, AND DECREED:

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

15 **1. JURISDICTION**

16 The Parties stipulate and agree that the Superior Court of California, County of Alameda,
17 has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction
18 over the Parties to this Final Judgment.

19 **2. SETTLEMENT OF DISPUTED CLAIMS**

20 This Final Judgment is not an admission or denial by Defendant regarding any issue of law
21 or fact in the above-captioned matter or any violation of any law. The Parties enter into this Final
22 Judgment pursuant to a compromise and settlement of disputed claims, as set forth in the
23 Complaint filed in this action (the “Complaint”) for the purpose of furthering the public interest.
24 The People believe that the resolution embodied in this Final Judgment is fair and reasonable and
25 fulfills the People’s enforcement objectives; and that except as provided in this Final Judgment,
26 no further action is warranted concerning the allegations contained in the Complaint. Defendant
27 agrees that this Final Judgment is a fair and reasonable resolution of the matters alleged in the
28

1 Complaint based on the Parties' agreement that the Final Judgment will be reasonably
2 implemented and enforced.

3 All Parties have stipulated and consented to the entry of this Final Judgment prior to the
4 taking of any evidence, and without trial or adjudication of any fact or law herein. The Parties
5 also waive their right to appeal.

6 **3. DEFINITIONS**

7 Except where otherwise expressly defined in this Final Judgment, all terms shall be
8 interpreted consistent with the Hazardous Waste Control Law, Health and Safety Code Sections
9 25100-25258.2; Hazardous Materials Release Response Plans and Inventory Law, Health and
10 Safety Code Sections 25500-25519; the Medical Waste Management Act, Health and Safety
11 Code Sections 117600-118360; and the regulations promulgated under these sections.

12 "California Facilities" means any Dollar Tree facility in the State of California, including,
13 but not limited to, retail stores and distribution centers, that are owned, operated, licensed or
14 leased or subleased by Defendant or any predecessor in interest as identified in **Exhibit A**,
15 attached. California Facilities also includes tractor trailers used to transport products and
16 materials to and from such facilities, located in the State of California that are, as of March 20,
17 2015, owned, operated, licensed or leased by Defendant (in its own capacity or through affiliates
18 doing business in the state of California). Exhibit A shall not be to the exclusion of any locations
19 that may have been inadvertently omitted, where the Parties agree in writing that an omitted
20 location should be included. As to any locations that have been omitted, Defendant shall provide
21 the following to the People within thirty (30) days after the omission comes to the attention of
22 Defendant: (a) written notice of such additional locations; and (b) to the best of Defendant's
23 knowledge and belief, copies of any notices of violation and/or governmental inspection reports
24 applicable to such locations that have been received by that location since September 1, 2008, to
25 the date of entry of this Final Judgment. If, after the People have had sufficient time within
26 which to review the alleged reason for the omission, and after Defendant has established to the
27 satisfaction of the People that the omission was inadvertent, the Parties shall agree in writing that
28 the additional location(s) be included in the Final Judgment.

1 "Certified Unified Program Agency" or "CUPA" is an agency certified by the California
2 Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of the Health and
3 Safety Code and California Code of Regulations, Title 27, Sections 15100-16150 to implement
4 certain State environmental programs within the local agency's jurisdiction.

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

7 **4. INJUNCTIVE RELIEF**

8 Pursuant to the provisions of Health and Safety Code Sections 25181, 25515.6, and
9 25515.8, and Business and Professions Code Section 17203, but subject to paragraph 23 below,
10 Defendant shall comply with the Hazardous Waste Control Law, Health and Safety Code
11 Sections 25100-25258.2; Hazardous Materials Release Response Plans And Inventory Law,
12 Health and Safety Code Sections 25500-25519; the Medical Waste Management Act, Health and
13 Safety Code Sections 117600-118360; and the applicable regulations promulgated under these
14 chapters, to the extent that these provisions apply to Defendants' business operations at its
15 California Facilities. Failure to comply with this injunction or any of the specific additional
16 injunctive provisions that follow, may subject Defendant to sanctions, including, but not limited
17 to, contempt and/or additional penalties. Paragraph 15, below, applies to any application or
18 motion for failure to comply with the injunctive provisions of this Final Judgment.

19 **4.1 Specific Injunctive Provisions**

20 Defendant shall comply with each of the following provisions at and from the California
21 Facilities to the extent that these provisions apply to Dollar Tree's business operations at its
22 California Facilities:

23 4.1.a. Defendant shall not dispose, or cause the disposal of, any hazardous waste at a point
24 in violation of Health & Safety Code Section 25189 and 25189.2, including, without limitation, to
25 any trash compactor, dumpster, drain, sink, or toilet at any of the California Facilities, or onto the
26 surface or subsurface of the ground at any unauthorized location, or at a landfill or transfer station
27 not authorized to receive hazardous waste.
28

1 4.1.b. Defendant shall determine, at each California Facility, if a generated waste is a
2 "hazardous waste," including but not limited to items returned by customers and wastes generated
3 at its facilities as a result of a spill, container breakage or other means rendering the product not
4 usable for its intended purpose, to the extent required by California Code of Regulations, Title 22,
5 Section 66262.11 and California Code of Regulations, Title 22, Section 66260.200.

6 4.1.c. Defendant shall manage every hazardous waste so identified pursuant to paragraphs
7 4.1.a., and 4.1.b in accordance with the requirements of Chapter 6.5 of the Health and Safety
8 Code and its implementing regulations in the California Code of Regulations, Title 22.

9 4.1.d. Defendant shall not transport, transfer custody of, or cause to be transported, any
10 hazardous waste unless the transporter is properly licensed and registered to do so, to the extent
11 required by Health & Safety Code Section 25163, if applicable.

12 4.1.e. Defendant shall not transport, or cause to be transported, any hazardous waste to a
13 location in violation of Health & Safety Code Section 25189.5, if applicable.

14 4.1.f. Defendant shall cause the lawful and timely disposal of all accumulated hazardous
15 waste from each California Facility within the time period required by California Code of
16 Regulations Section 66262.34 or other law.

17 4.1.g. Defendant shall timely cause to be prepared and filed with the Department of Toxic
18 Substance Control ("DTSC") a hazardous waste manifest for all hazardous waste that is
19 transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or
20 any combination thereof, as provided by Health & Safety Code Section 25160(b)(3) and
21 California Code of Regulations, Title 22, Section 66262.23.

22 4.1.h. Defendant or Defendant's designated contractor shall contact the transporter and/or
23 the owner or operator of the designated facility which was to receive any hazardous waste to
24 determine the status of the hazardous waste in the event of non-receipt of a copy of the manifest
25 with the handwritten signature of the owner or operator of the designated facility within thirty-
26 five (35) days of the date the waste was accepted by the initial transporter, as provided by
27 California Code of Regulations, Title 22, Section 66262.42. Defendant shall timely notify the
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1 DTSC by causing to be filed an exception report concerning the failure of the treatment, storage,
2 or disposal facility to return any executed manifest.

3 4.1.i. Defendant shall not treat, store, dispose of, transport, or offer for transportation, any
4 hazardous waste without having received and used a proper identification number from the U.S.
5 Environmental Protection Agency or DTSC, for the originating facility, to the extent required by
6 Title 22 of the California Code of Regulations Section 66262.12, subdivision (a).

7 4.1.j. Defendant shall maintain a program for the lawful storage, handling and
8 accumulation of hazardous waste, and for the lawful segregation of hazardous-waste items that
9 are in leaking containers, to the extent required by Health & Safety Code Section 25123.3 and
10 California Code of Regulations, Title 22, Sections 66262.34, 66265.173 and 66265.177.

11 4.1.k. Defendant shall maintain properly designated and designed hazardous waste storage
12 areas, which include the segregation of hazardous wastes, and shall conduct weekly inspections of
13 hazardous waste storage areas, at each California Facility, to the extent required by California
14 Code of Regulations, Title 22, Sections 66262.34 and 66265.174.

15 4.1.l. Defendant shall comply with all applicable employee training obligations required by
16 California Code of Regulations, Title 22, Section 66265.16, pertaining to the management of
17 hazardous waste, including, but not limited to, retention of training records for any requisite time
18 period for current and former employees. In addition, Defendant shall establish and maintain an
19 employee training program designed to enhance employee awareness of any applicable regulatory
20 or statutory changes in environmental compliance requirements, including changes in Chapters
21 6.5 and 6.95 of Division 20 of the Health & Safety Code, and of any applicable corresponding
22 changes in Defendant's environmental compliance program(s).

23 4.1.m. Defendant shall have in place at all times a hazardous waste contingency plan and
24 emergency procedures for its distribution centers if required by California Code of Regulations,
25 Title 22, Section 66265.51 through 66265.56.

26 4.1.n. Defendant shall, at each California Facility, continuously implement, maintain, and
27 submit to the respective Unified Program Agency (as defined in Health and Safety Code Section
28 25501), a complete hazardous materials business plan if required by Health and Safety Code

1 Sections 25505 and 25508 and California Code of Regulations, Title 19, Section 2729, as
2 applicable. Each required hazardous materials business plan shall include procedures for
3 emergency response to a release or threatened release of hazardous materials, as required by
4 Health and Safety Code Section 25507. Such plan shall also include an employee training
5 program that meets the requirements of Health and Safety Code Section 25505, subdivision (a),
6 and California Code of Regulations, Title 19, Section 2732.

7 4.1.o. Defendant shall, upon discovery, immediately verbally report any release or
8 threatened release of a reportable quantity of any hazardous material from any California Facility
9 into the environment, to the extent required by Health and Safety Code Section 25510 and its
10 implementing regulations.

11 4.1.p. Defendant shall keep a copy of each manifest signed to the extent required by Title
12 22 of the California Code of Regulations Section 66262.23(a), for three (3) years, or until the
13 generator received a signed copy from the designated facility which received the hazardous
14 waste, to the extent required by California Code of Regulations, Title 22, Section 66262.40(a).

15 4.1.q. Defendant shall manage, mark, and store universal waste in compliance with the
16 standards for universal waste management found in California Code of Regulations, Title 22,
17 Sections 66273.1 et seq., as applicable. In the alternative, Defendant may manage such waste as
18 hazardous waste in accordance with the applicable requirement of Chapter 6.5 of the Health and
19 Safety Code and its implementing regulations in the California Code of Regulations, Title 22,
20 including, but not limited to, Section 66262.34.

21 4.1.r. Defendant shall comply with the California Medical Waste Management Act, Health
22 and Safety Code Sections 117600, et seq., as applicable.

23 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS,**
24 **COSTS, AND ENHANCED ENVIRONMENTAL COMPLIANCE EFFORTS**

25 In consideration of Defendant's efforts to implement an enhanced company-wide retail
26 store hazardous waste program, as set forth in paragraph 5.3, Defendant shall, in accordance with
27 this Final Judgment, pay Civil Penalties, fund the Supplemental Environmental and Special
28 Projects provided for in this Final Judgment, and pay costs, in the total amount of TWO

1 MILLION, SEVEN HUNDRED AND TWENTY THOUSAND DOLLARS (\$2,720,000.00).
2 Said payments may be made by business or cashier's check and shall be made as set forth in
3 paragraphs 5.1, 5.2, and 5.4 below. Within twenty-one (21) business days following the entry of
4 this Final Judgment, Defendant shall deliver all required payments to the District Attorney's
5 Office for the County of Yolo, Attention: David J. Ireby, Assistant Chief Deputy District Attorney,
6 for distribution pursuant to the terms of this Final Judgment.

7 **5.1 Civil Penalties**

8 Defendant shall pay ONE MILLION, EIGHT HUNDRED AND NINETY-FIVE
9 THOUSAND DOLLARS (\$1,895,000.00) as civil penalties pursuant to Health and Safety Code
10 Sections 25189 and 25515, and Business and Professions Code Section 17206, to the prosecuting
11 agencies/regulatory agencies identified in, and in accordance with the terms of, **Exhibits B-1 and**
12 **B-2**, attached.

13 **5.2 Supplemental Environmental Projects**

14 Defendant shall pay FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) for
15 supplemental environmental projects identified in, and in accordance with the terms of, **Exhibit**
16 **C**, attached.

17 **5.3 Enhanced Environmental Compliance Efforts**

18 Defendant shall implement an enhanced hazardous waste compliance program for all of its
19 California retail stores identified in Exhibit A, that incorporates the following:

20 (1) Continue, for a period of five (5) years after the effective date of this Final Judgment,
21 the use of electronic scanning devices that provide real-time guidance to retail store employees
22 regarding the proper management of hazardous waste at the store level; and

23 (2) Continue, for a period of five (5) years after the effective date of this Final Judgment, to
24 designate three (3) full-time employees, or equivalent, as responsible for environmental, health,
25 regulatory and safety compliance assurance in the State of California. It is recognized that these
26 employees may also have other responsibilities, including without limitation, environmental,
27 health, regulatory and safety matters not related to hazardous waste. Defendant shall make good
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1 faith efforts to continually staff these positions, but it is recognized that there may be occasional
2 vacancies due to staffing transitions or other staffing interruptions.

3 **5.4 Reimbursement for Costs of Investigation and Enforcement**

4 Defendant shall pay FOUR HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS
5 (\$425,000.00) for reimbursement of attorney's fees, costs of investigation, and other costs of
6 enforcement, to the entities identified in, and in accordance with the terms of, **Exhibits D-1 and**
7 **D-2**, attached.

8 **5.5 Funding of Additional Environmental Training Programs**

9 Plaintiff acknowledges and confirms that prior to the entry of this Final Judgment,
10 Defendant provided the funds sufficient to fund two hundred and eighty-one (281) full
11 scholarships e for the annual CUPA Conference.

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

13 Subject to the terms of paragraph 15, the People may move this Court for additional relief
14 for any violation of any provision of this Final Judgment including, but not limited to, contempt,
15 additional injunctive provisions, or additional penalties consistent with the provisions of this
16 Final Judgment. Unless otherwise set forth herein, nothing in this Final Judgment shall limit any
17 rights of the People to seek any other relief or remedies provided by law, or limit the rights of
18 Defendant to defend against any request by the People for such other relief or remedies.

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

20 7.1 This Final Judgment is a final and binding resolution and settlement of all claims,
21 violations or causes of action expressly alleged by the People in the Complaint, or claims that
22 could have been asserted within the scope of the allegations set forth in the Complaint ("Covered
23 Matters"), against Defendant and its subsidiaries, affiliates and corporate parents, and each of
24 their subsidiaries, affiliates and parents, California Facilities, successors, heirs, assigns, and each
25 of their respective officers, directors, shareholders, partners, employees, agents, representatives,
26 managers, property owners, and facility operators ("Entities Covered by Final Judgment"). The
27 People further covenant not to sue the Entities Covered by Final Judgment for any Covered
28 Matter. Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved

1 Claim.” Reserved Claims include, without limitation, any violation that occurs after the Court’s
2 entry of this Final Judgment. The People reserve the right to pursue any Reserved Claim, and
3 Defendant reserves its defenses against any Reserved Claim.

4 7.2 Any claims or causes of action by the People against Defendant for performance of
5 cleanup, corrective action, or response action for any actual past or future release, spill, or
6 disposal of hazardous waste, hazardous substances or universal waste, that is caused or
7 contributed to by Defendant at or from its California Facilities, and any claims or causes of action
8 for performance of cleanup, corrective action, or response action relating to Defendant’s disposal
9 of the same that are discovered by the People after execution of this Agreement are Reserved
10 Claims. For purposes of this Final Judgment, the term “release” includes, but is not limited to,
11 any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping,
12 leaching, dumping, or disposing into the environment.

13 7.3 In any subsequent action that may be brought by the People based on any Reserved
14 Claim, Defendant agrees that it will not assert that failing to pursue the Reserve Claim(s) as part
15 of this action constitutes claim splitting. This paragraph does not affect any statute of limitations,
16 if any, which may be applicable to any Reserved Claim(s) otherwise excluded from this Final
17 Judgment and does not prohibit Defendant from asserting any statute of limitations or other legal
18 or equitable defenses that may be applicable to any Reserved Claim (s).

19 7.4 In the event litigation is filed by an entity or person that is not a party to this action
20 against one or more Entities Covered by Final Judgment arising out of or related to a Covered
21 Matter, Defendant may, within thirty (30) days following service of such litigation, notify the
22 People of such litigation. Upon such timely notice, the People will undertake a good faith effort
23 to determine whether the subsequent litigation is barred by the terms of this Final Judgment and
24 the principle of *res judicata*. If the People determine that the subsequent litigation is barred by
25 the terms of this Final Judgment and the principle of *res judicata*, the People may appear in
26 person or in writing in such subsequent litigation to explain the People’s view of the effect of this
27 Final Judgment on such litigation and the People will not oppose Defendant in arguing that the
28 subsequent litigation is barred by the principle of *res judicata*. No language in this paragraph will

1 preclude Defendant from asserting in any subsequent litigation any and all applicable legal and
2 equitable defenses regarding compliance with any provision in this Final Judgment or the laws or
3 regulations cited in this Final Judgment or cited in the Complaint, including, but not limited to,
4 *res judicata*.

5 7.5 The provisions of paragraph 7.1 are effective on the date of entry of the Final
6 Judgment. The continuing effect of paragraph 7.1 is expressly conditioned on Defendant's full
7 payment of the amounts due under this Final Judgment.

8 7.6 Paragraph 7.1 does not limit the ability of the People to enforce the terms of this Final
9 Judgment, nor the Defendant's right to contest any such enforcement.

10 7.7 Defendant covenants not to pursue any civil or administrative claims against the People
11 or against any agency of the State of California, any county or city in the State of California or
12 any CUPA, Participating Agency or local agency, or against any of their officers, employees,
13 representatives, agents or attorneys (collectively "Agencies"), arising out of or related to any
14 Covered Matter; provided, however, that if any Agencies initiate claims against Defendant,
15 Defendant reserves any and all rights, claims, demands and defenses against such Agencies.

16 7.8 Any event that is beyond the control of Defendant and that prevents it from timely
17 performing any obligation under paragraphs 4 and 5 of this Final Judgment, despite its best
18 efforts to fulfill that obligation, is a "force majeure" event. The requirement that Defendant
19 exercise its "best efforts to fulfill the obligation" includes the requirement that Defendant use its
20 best efforts to anticipate any potential force majeure event and use best efforts to address the
21 effects of any potential force majeure event: (1) as it is occurring, and (2) following the force
22 majeure event, such that the delay is minimized to the greatest extent possible. "Force majeure"
23 does not include financial inability to fund or complete the obligation.

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1 **8. NOTICE**

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

3 For the People:

4 David J. Irely
5 Assistant Chief Deputy District Attorney
6 Yolo County District Attorney's Office
7 301 Second Street
8 Woodland, CA 95695

9 *With a copy to:*

10 Alyce Sandbach
11 Deputy District Attorney
12 Alameda County District Attorney's Office
13 7677 Oakport Street, Suite 650
14 Oakland, CA 94621

15 For Defendant:

16 William A. Old
17 Chief Legal Officer and Corporate Secretary
18 Dollar Tree
19 500 Volvo Parkway
20 Chesapeake, VA 23320
21 kzanni@dollartree.com

22 *With a copy to:*

23 Ted Wolff
24 Manatt, Phelps & Phillips LLP
25 7 Times Square
26 New York, NY 10036
27 twolff@manatt.com

28 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.

1 **9. EFFECT OF FINAL JUDGMENT**

2 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is
3 intended nor shall it be construed to preclude the People, or any Agencies, from exercising its
4 authority under any law, statute or regulation. Except as expressly provided in this Final
5 Judgment, Defendant retains all of its defenses to the exercise of the aforementioned authority.

6 **10. LIABILITY OF THE PEOPLE**

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

13 **11. NO WAIVER OF RIGHT TO ENFORCE**

14 The failure of the People to enforce any provision of this Final Judgment shall neither be
15 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The
16 failure of the People to enforce any such provision shall not preclude it from later enforcing the
17 same or any other provision of this Final Judgment, subject to paragraph 23. Except as expressly
18 provided in this Final Judgment, Defendant retains all defenses allowed by law to any such later
19 enforcement. No oral advice, guidance, suggestions or comments by employees or
20 officials of any Party regarding any provisions of this Final Judgment shall be construed to relieve
21 any Party of its obligations under this Final Judgment.

22 **12. FUTURE REGULATORY CHANGES**

23 Nothing in this Final Judgment shall excuse Defendant from meeting any more stringent
24 requirement that may be imposed by applicable law or by any change in the applicable law. To
25 the extent any future statutory or regulatory change makes Defendant's obligations less stringent
26 than those provided for in this Final Judgment, Defendant may comply with those laws that
27 require less stringent obligations in lieu of those set forth herein.

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1. **13. APPLICATION OF FINAL JUDGMENT**

2 This Final Judgment shall apply to and be binding upon the People and upon Defendant and
3 its officers, directors, managers, employees, agents, successors and assigns. Nothing in this Final
4 Judgment shall create personal liability for Defendant's officers, directors, shareholders, partners,
5 employees, agents, representatives, managers, property owners or facility operators in their
6 individual capacity.

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

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

11 **15. CONTINUING JURISDICTION**

12 The Court shall retain continuing jurisdiction to enforce the terms of this Final Judgment
13 and to address any other matters arising out of or regarding this Final Judgment. The Parties shall
14 meet and confer at least ten (10) days prior to the filing of any application or motion relating to
15 this Final Judgment or taking of any other actions regarding a Reserved Claim, and shall
16 negotiate in good faith in an effort to resolve any dispute without judicial intervention, including,
17 without limitation, any matter arising under paragraph 6 of this Final Judgment; provided,
18 however, that the ten (10) day period referenced above shall be shortened to five (5) days
19 regarding any alleged violation of paragraph 4.1.a. of this Final Judgment. If the Parties are
20 unable to resolve their dispute after meet-and-confer discussions, any Party may move this Court
21 seeking a resolution of that dispute by the Court or pursue any other action specifically authorized
22 for a Reserved Claim.

23 **16. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

24 On reasonable written notice, Defendant shall produce to any duly authorized representative
25 of the People's records and documents that are reasonably necessary to determine compliance
26 with the terms of this Final Judgment and that are responsive to a reasonably specific document
27 request. Nothing in this paragraph is intended to require access to or production of any
28 documents that are protected from production or disclosure by the attorney-client privilege,

1 attorney work product doctrine, any other applicable privilege, defense, exemption, or immunity
2 afforded to Defendant under applicable law, nor does it waive any of the objections or defenses to
3 which Defendant would be entitled in responding to requests for documents made by subpoena or
4 other formal legal process or discovery. This obligation shall not require Defendant to alter its
5 normal document-retention policies (including, but not limited to, policies regarding backup tapes
6 for electronic documents); provided, however, that Defendant's policies must comply with Health
7 and Safety Code Chapters 6.5 and 6.95; Health and Safety Code Sections 117600, *et seq.*; Civil
8 Code Sections 56, *et seq.* and their implementing regulations as applicable, to the extent those
9 provisions apply to Defendant's California Facilities. The Parties agree that Defendant may not
10 be deemed in violation of this paragraph for failure to maintain such records unless Defendant
11 fails to exercise reasonable diligence in administering this record retention requirement. Nothing
12 in this paragraph is intended to limit the authority of any governmental agency to inspect
13 Defendant or its records and documents under applicable law.

14 **17. PAYMENT OF LITIGATION EXPENSES AND FEES**

15 Defendant shall make no request of the People to pay its attorney's fees, expert witness fees
16 and costs, and all other costs of litigation and investigation incurred to date in connection with
17 any Covered Matters in this Final Judgment.

18 **18. INTERPRETATION**

19 This Final Judgment was drafted equally by all Parties. The Parties agree that the rule of
20 construction holding that ambiguity is construed against the drafting party shall not apply to the
21 interpretation of this Final Judgment.

22 **19. COUNTERPART SIGNATURES**

23 This Final Judgment may be executed by the Parties in counterpart and signed and
24 delivered by e-mail or facsimile, which signatures shall have the same force and effect as an
25 original signature.

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20. INTEGRATION

This Final Judgment constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for herein. No oral representations have been made or relied upon other than as expressly set forth herein.

21. MODIFICATION OF FINAL JUDGMENT

This Final Judgment may be modified only on noticed motion by one of the Parties with approval of the court, or upon written consent by all of the Parties and the approval of the court.

22. STATUS REPORTS

Beginning six (6) months after entry of this Final Judgment, for as long as this Final Judgment remains in effect, Defendant shall submit an annual status report to the People's representative listed in Section 8 above. The status report shall: (1) briefly summarize the actions that Defendant has taken at the corporate level during the previous year in order to comply with its obligations under this Final Judgment, including a summary of the expenditures made by Defendant to implement the programs described in Section 5.3 during the reporting period; (2) disclose and provide copies of any notices of violation, pertaining to any Covered Matters, that Defendant has received pertaining to environmental matters at its California Facilities, and disclose any corrective measures taken as a result; and (3) set forth any penalties Defendant has paid to any governmental agency for alleged noncompliance with any of the aforementioned environmental statutes or regulations arising from its California Facilities. Each status report shall be signed by an officer or corporate level manager of Defendant authorized by Defendant to sign under penalty of perjury that to the best of his or her knowledge based on information and belief and after reasonable investigation the information contained therein is true and correct.

Provided further that beginning one year after entry of this Final Judgment and for as long as this Final Judgment remains in effect, Defendant shall, at the People's reasonable request, meet on an annual basis to discuss the status of Defendant's compliance efforts, and review any evidence the People have obtained regarding Defendant's alleged non-compliance with the Final Judgment.

1 **23. TERMINATION OF FINAL JUDGMENT**

2 At any time after this Final Judgment has been in effect for five (5) years, and Defendant
3 has paid any and all amounts due under the Final Judgment, any party may provide notice to the
4 Court (which shall be served on all parties) that Defendant's obligations under this Final
5 Judgment, including without limitation the injunctive provisions of this Final Judgment should
6 expire and have no further force and effect ("Notice of Termination"). Such obligations will be
7 of no further force or effect sixty (60) days thereafter, unless the People file a motion contesting
8 the expiration of such obligations within forty (40) days of receipt of the Notice of Termination.
9 In the event that such motion is filed, none of the injunctive provisions of the Final Judgment
10 contested in the People's motion will terminate pending the Court's ruling on the motion. The
11 People reserve the right to contest termination exclusively on the grounds that Defendant has not
12 substantially complied in all material respects with the injunctive provisions of paragraph 4.1 of
13 the Final Judgment, and to offer any evidence relevant to such motion. Defendant reserves its
14 rights to respond to any ground raised in the People's motion and to offer any evidence relevant
15 to such motion. Defendant's obligations in the Final Judgment will expire and be of no further
16 force or effect unless the Court (upon consideration of the Parties' pleadings and arguments, if
17 any) determines that the expiration of the provision at issue would not be in the interest of justice,
18 because Defendant has not substantially complied in material respects with the provisions of
19 paragraph 4.1 of the Final Judgment. The termination of the injunctive provisions of the Final
20 Judgment shall have no effect on Defendant's obligation to comply with the requirements
21 imposed by statute, regulation, ordinance, or law.

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IT IS SO STIPULATED.

FOR THE PEOPLE:

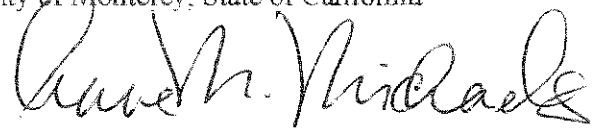
NANCY E. O'MALLEY, District Attorney
County of Alameda, State of California

DATED: 4.1.2015

By: 
ALYCE SANDBACH
Deputy District Attorney

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

DATED: April 2, 2015

By: 
ANNE M. MICHAELS
Assistant District Attorney

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

DATED: _____

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

JAN GOLDSMITH, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
MICHAEL R. HUDSON
Deputy City Attorney

TODD D. RIEBE, District Attorney
County of Amador, State of California

DATED: _____

By: _____ for
TODD D. RIEBE
District Attorney

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IT IS SO STIPULATED.

FOR THE PEOPLE:

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

DATED: _____

By: _____
ALYCE SANDBACH
Deputy District Attorney

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

DATED: _____

By: _____
ANNE M. MICHAELS
Assistant District Attorney

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

DATED: 7/7/15

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

JAN GOLDSMITH, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
MICHAEL R. HUDSON
Deputy City Attorney

TODD D. RIEBE, District Attorney
County of Amador, State of California

DATED: _____

By: _____ for
TODD D. RIEBE
District Attorney

1 IT IS SO STIPULATED.

2 FOR THE PEOPLE:

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

5 DATED: _____

6 By: _____
7 ALYCE SANDBACH
8 Deputy District Attorney

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

11 DATED: _____

12 By: _____
13 ANNE M. MICHAELS
14 Assistant District Attorney


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

17 DATED: _____

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

21 JAN GOLDSMITH, City Attorney
22 City of San Diego, State of California

23 DATED: 4.9.15

24 By: 
25 MICHAEL R. HUDSON
26 Deputy City Attorney

27 TODD D. RIEBE, District Attorney
28 County of Amador, State of California

DATED: _____

By: _____ for
TODD D. RIEBE
District Attorney

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IT IS SO STIPULATED.

FOR THE PEOPLE:

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

DATED: _____

By: _____
ALYCE SANDBACH
Deputy District Attorney

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

DATED: _____

By: _____
ANNE M. MICHAELS
Assistant District Attorney

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

DATED: _____

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

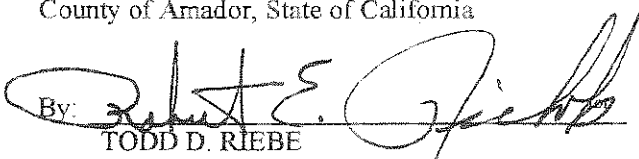
JAN GOLDSMITH, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
MICHAEL R. HUDSON
Deputy City Attorney

TODD D. RIEBE, District Attorney
County of Amador, State of California

DATED: 4/13/15

By: 
TODD D. RIEBE
District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

MARK A. PETERSON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY GRASSINI
Deputy District Attorney

DALE TRIGG, District Attorney
County of Del Norte, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney


VERN PIERSON, District Attorney
County of El Dorado, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: April 2, 2015

By: 
EDWARD T. BROWNE
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

MARK A. PETERSON, District Attorney
County of Contra Costa, State of California

DATED: 4/6/15

By: 
STACEY GRASSINI
Deputy District Attorney

DALE TRIGG, District Attorney
County of Del Norte, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

VERN PIERSON, District Attorney
County of El Dorado, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

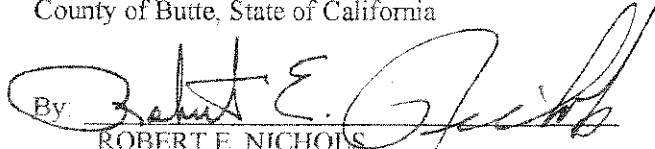
DATED: _____

By: _____
EDWARD T. BROWNE
Deputy District Attorney

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

DATED: 4/13/15

By: 
ROBERT E. NICHOLS
Deputy District Attorney

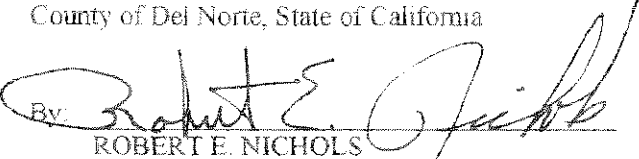
MARK A. PETERSON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY GRASSINI
Deputy District Attorney

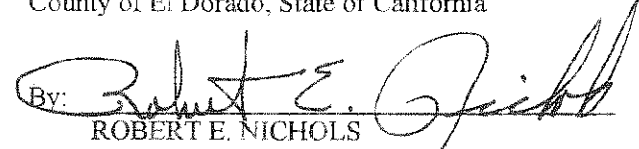
DALE TRIGG, District Attorney
County of Del Norte, State of California

DATED: 4/13/15

By: 
ROBERT E. NICHOLS
Deputy District Attorney

VERN PIERSON, District Attorney
County of El Dorado, State of California

DATED: 4/13/15

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
EDWARD T. BROWNE
Deputy District Attorney

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DUANE STEWART, District Attorney
County of Glenn, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 4-6-15

By: 
JOHN T. MITCHELL
Deputy District Attorney

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

DATED: _____

By: _____ for
KEITH FAGUNDES
District Attorney

DON A. ANDERSON, District Attorney
County of Lake, State of California

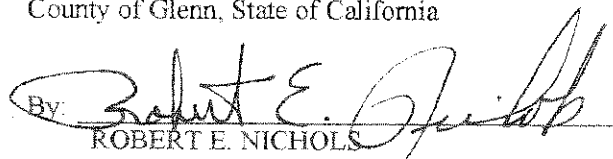
DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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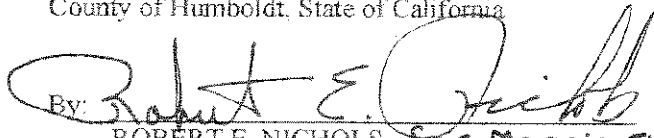
DUANE STEWART, District Attorney
County of Glenn, State of California

DATED: 4/13/15

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 4/13/15

By: 
ROBERT E. NICHOLS *for Maggie Fleming*
~~Deputy~~ District Attorney

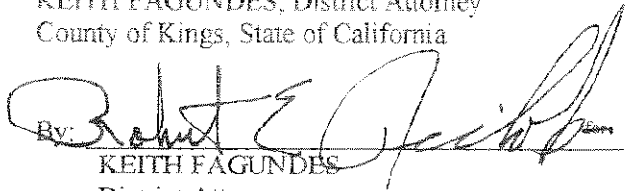
LISA S. GREEN, District Attorney
County of Kern, State of California

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy District Attorney

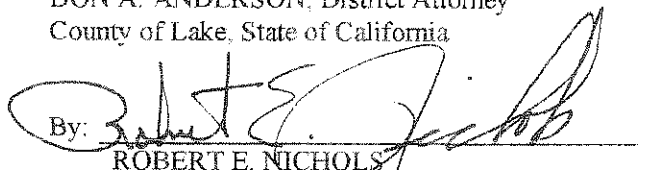
KEITH FAGUNDES, District Attorney
County of Kings, State of California

DATED: 4/13/15

By: 
KEITH FAGUNDES
District Attorney

DON A. ANDERSON, District Attorney
County of Lake, State of California

DATED: 4/13/15

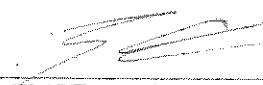
By: 
ROBERT E. NICHOLS
Deputy District Attorney

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STACEY L. MONTGOMERY, District Attorney
County of Lassen, State of California

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

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

DATED: 4-2-15 By: 
ELISE A. RUDEN
Deputy City Attorney

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

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

DAVID LINN, District Attorney
County of Madera, State of California

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

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

DATED: _____ By: _____
ANDRES H. PEREZ
Deputy District Attorney

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STACEY L. MONTGOMERY, District Attorney
County of Lassen, 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: _____
ELISE A. RUDEN
Deputy City Attorney

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

DATED: 4/2/2015

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

DAVID LINN, District Attorney
County of Madera, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

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STACEY L. MONTGOMERY, District Attorney
County of Lassen, 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: _____
ELISE A. RUDEN
Deputy City Attorney

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

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

DAVID LINN, District Attorney
County of Madera, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

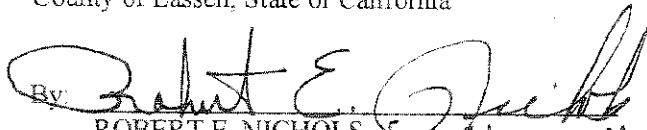
DATED: 4/2/15

By: *Andres H. Perez*
ANDRES H. PEREZ
Deputy District Attorney

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STACEY L. MONTGOMERY, District Attorney
County of Lassen, State of California

DATED: 4/13/15

By: 
ROBERT E. NICHOLS *for Stacey Montgomery*
Deputy District Attorney

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

DATED: _____

By: _____
ELISE A. RUDEN
Deputy City Attorney

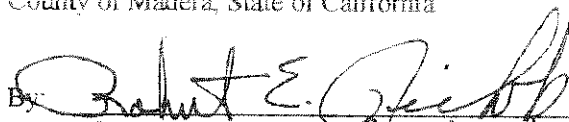
JACKIE LACEY, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

DAVID LINN, District Attorney
County of Madera, State of California

DATED: 4/13/15

By: 
ROBERT E. NICHOLS *for David Linn*
Deputy District Attorney

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

DATED: _____

By: _____
ANDRES H. PEREZ
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: 4/2/2015

By: Jane Crue
JANE CRUE
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 4/14/15

By: 
WILLIAM G. FALLON
Deputy District Attorney

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

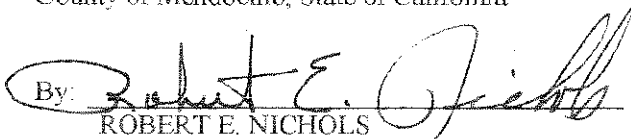
DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

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

DATED: 4/13/15

By: 
ROBERT E. NICHOLS
Deputy District Attorney


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

DATED: 4/13/15

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 4/13/15

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

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DAVID HOLLISTER, District Attorney
County of Plumas, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

MIKE HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
DALE HOY
Deputy District Attorney

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

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

CANDICE HOOPER-MANCINO, District
Attorney
County of San Benito, State of California

DATED: _____

By: _____ for
CANDICE HOOPER-MANCINO
District Attorney

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

DATED: 4/3/15

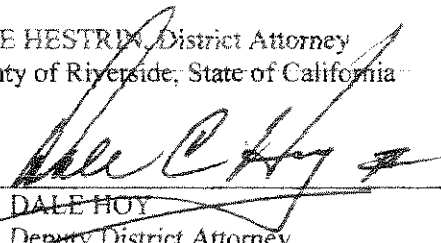
By: 
DANIEL LOUGH
Deputy District Attorney

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DAVID HOLLISTER, District Attorney
County of Plumas, State of California

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

MIKE HESTER, District Attorney
County of Riverside, State of California

DATED: 4/2/15 By: 
DALE HOY
Deputy District Attorney

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

DATED: _____ By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

CANDICE HOOPER-MANCINO, District
Attorney
County of San Benito, State of California

DATED: _____ By: _____ for
CANDICE HOOPER-MANCINO
District Attorney

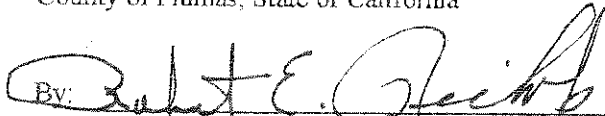
MICHAEL A. RAMOS, District Attorney
County of San Bernardino, State of California

DATED: _____ By: _____
DANIEL LOUGH
Deputy District Attorney

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DAVID HOLLISTER, District Attorney
County of Plumas, State of California

DATED: 4/13/15

By: 
ROBERT E. NICHOLS ~~for David Hollister~~
Deputy District Attorney

MIKE HESTRIN, District Attorney
County of Riverside, State of California

DATED: _____

By: _____
DALE HOY
Deputy District Attorney

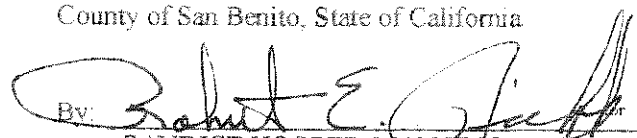
ANNE MARIE SCHUBERT, District Attorney
County of Sacramento, State of California

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

CANDICE HOOPER-MANCINO, District
Attorney
County of San Benito, State of California

DATED: 4/13/15

By: 
CANDICE HOOPER-MANCINO
District Attorney

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

DATED: _____

By: _____
DANIEL LOUGH
Deputy District Attorney

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BONNIE M. DUMANIS, District Attorney
County of San Diego, State of California

DATED: April 2, 2015 By: Karen I. Doty
KAREN I. DOTY
Deputy District Attorney

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

DATED: April 3, 2015 By: Celeste Kaisch
CELESTE KAISCH
Deputy District Attorney

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

DATED: _____ By: _____
STEVEN D. VON DOHLEN
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: _____
ROBERT E. NICHOLS
Deputy District Attorney

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BONNIE M. DUMANIS, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
KAREN I. DOTY
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: April 2, 2015

By: 
STEVEN D. VON DOHLEN
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: _____
ROBERT E. NICHOLS
Deputy District Attorney

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BONNIE M. DUMANIS, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
KAREN I. DOTY
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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: _____
STEVEN D. VON DOHLEN
Deputy District Attorney

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

DATED: 4-3-15

By: 
JOHN E. WILSON
Deputy District Attorney In Charge

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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BONNIE M. DUMANIS, District Attorney
County of San Diego, State of California

DATED: _____

By: _____
KAREN I. DOTY
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: _____
STEVEN D. VON DOHLEN
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: 4/13/15

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
YEN B. DANG
Supervising Deputy District Attorney

JEFFREY S. ROSELL, District Attorney
County of Santa Cruz, State of California

DATED: _____

By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney

STEPHEN CARLTON, District Attorney
County of Shasta, State of California

DATED: 04/03/2015

By: 
ANAND B. JESRANI
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

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

DATED: 4/3/15

By: *Yen B. Dang*
YEN B. DANG
Supervising Deputy District Attorney

JEFFREY S. ROSELL, District Attorney
County of Santa Cruz, State of California

DATED: _____

By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney

STEPHEN CARLTON, District Attorney
County of Shasta, State of California

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

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DIANE NEWMAN
Deputy District Attorney

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

DATED: _____

By: _____
YEN B. DANG
Supervising Deputy District Attorney

JEFFREY S. ROSELL, District Attorney
County of Santa Cruz, State of California

DATED: 4.3.15

By: 
WILLIAM ATKINSON
Supervising Assistant District Attorney

STEPHEN CARLTON, District Attorney
County of Shasta, State of California

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

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DIANE NEWMAN
Deputy District Attorney

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

DATED: _____

By: _____

YEN B. DANG
Supervising Deputy District Attorney

JEFFREY S. ROSELL, District Attorney
County of Santa Cruz, State of California

DATED: _____

By: _____

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Supervising Assistant District Attorney

STEPHEN CARLTON, District Attorney
County of Shasta, State of California

DATED: _____

By: _____

ANAND B. JESRANI
Deputy District Attorney

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

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 4/3/15

By: 

DIANE NEWMAN
Deputy District Attorney

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

DATED: _____

By: _____
YEN B. DANG
Supervising Deputy District Attorney

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County of Santa Cruz, State of California

DATED: _____

By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney

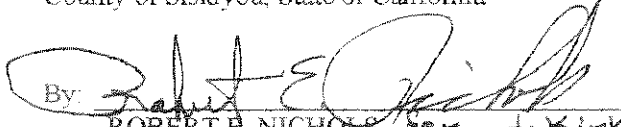
STEPHEN CARLTON, District Attorney
County of Shasta, State of California

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

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

DATED: 4/13/15

By:  _____
ROBERT E. NICHOLS *for J. Kirk Andrus*
~~District Attorney~~

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

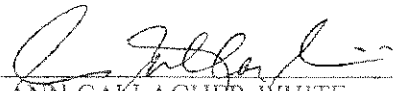
DATED: _____

By: _____
CRISELDA B. GONZALEZ
Senior Deputy District Attorney

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

DATED: 4/2/15

By: 
ANN GALLAGHER-WHITE
Deputy District Attorney

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

DATED: _____

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

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

GREGG COHEN, District Attorney
County of Tehama, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
RODNEY M. BLACO
Deputy District Attorney

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

DATED: _____

By: _____
ANN GALLAGHER-WHITE
Deputy District Attorney

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

DATED: _____

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

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

GREGG COHEN, District Attorney
County of Tehama, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: April 2, 2015

By: 
RODNEY M. BLACO
Deputy District Attorney

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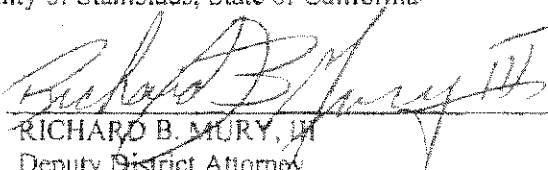
JILL R. RAVITCH, District Attorney
County of Sonoma, State of California

DATED: _____

By: _____
ANN GALLAGHER-WHITE
Deputy District Attorney

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

DATED: 4-14-15

By: 
RICHARD B. MURY, III
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

GREGG COHEN, District Attorney
County of Tehama, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
RODNEY M. BLACO
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: April 2, 2015

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

PATRICK McGRATH, District Attorney
County of Yuba, State of California

DATED: _____

ROBERT E. NICHOLS
Deputy District Attorney

FOR DEFENDANT:

DATED: _____

By: _____
WILLIAM A. OLD
Chief Legal Officer and Corporate Secretary
Dollar Tree, Inc.

**REVIEWED AS TO FORM AND
CONTENT:**

DATED: _____

By: _____
MATTHEW D. WILLIAMSON
Manatt, Phelps & Phillips
Attorneys for Dollar Tree, Inc.

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

DATED: _____

By: _____
ANN GALLAGHER-WHITE
Deputy District Attorney


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

DATED: _____

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

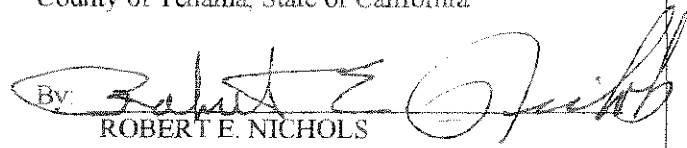
AMANDA HOPPER, District Attorney
County of Sutter, State of California

DATED: 4/13/15

By: 
ROBERT E. NICHOLS
Deputy District Attorney

GREGG COHEN, District Attorney
County of Tehama, State of California

DATED: 4/13/15

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

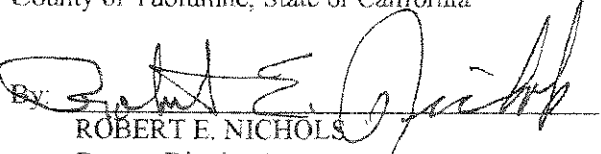
DATED: _____

By: _____
RODNEY M. BLACO
Deputy District Attorney

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

DATED: 4/13/15

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

PATRICK McGRATH, District Attorney
County of Yuba, State of California

DATED: 4/13/15


ROBERT E. NICHOLS
Deputy District Attorney

FOR DEFENDANT:

DATED: _____

By: _____
WILLIAM A. OLD
Chief Legal Officer and Corporate Secretary
Dollar Tree, Inc.

REVIEWED AS TO FORM AND
CONTENT:

DATED: _____

By: _____
MATTHEW D. WILLIAMSON
Manatt, Phelps & Phillips
Attorneys for Dollar Tree, Inc.

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

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____

MITCHELL F. DISNEY
Senior Deputy District Attorney

PATRICK McGRATH, District Attorney
County of Yuba, State of California

DATED: _____

By: _____

ROBERT E. NICHOLS
Deputy District Attorney

FOR DEFENDANTS:

DOLLAR TREE STORES, INC.:

DATED: 4/23/15

By: William A Old

WILLIAM A. OLD
Chief Legal Officer, Dollar Tree Stores, Inc.

DOLLAR TREE DISTRIBUTION, INC.:

DATED: 4/23/15

By: William A Old

WILLIAM A. OLD
Chief Legal Officer, Dollar Tree Distribution,
Inc.

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REVIEWED AS TO FORM AND
CONTENT:

DATED: 4-22-15

By: 

MATTHEW D. WILLIAMSON
Manatt, Phelps & Phillips
Attorneys for Dollar Tree Stores, Inc. and
Dollar Tree Distribution Inc.

IT IS SO ORDERED.

DATED: APR 24 2015

By: MORRIS JACOBSON

HONORABLE
JUDGE OF THE SUPERIOR COURT

Exhibit A - California Dollar Tree Facilities

	FACILITY NO.	ADDRESS	CITY	COUNTY	ZIP	OPENED
1	5672	2317 BLANDING AVE	ALAMEDA	ALAMEDA	94501-7064	10/1/2014
2	3454	2440 SHATTUCK AVE	BERKELEY	ALAMEDA	94704-2023	10/21/2006
3	4885	1284 SAN PABLO AVENUE	BERKELEY	ALAMEDA	94706-2218	6/28/2012
4	3014	7775 AMADOR VALLEY BLVD.	DUBLIN	ALAMEDA	94568-2303	4/21/2006
5	1846	4949 STEVENSON BLVD, STE. G	FREMONT	ALAMEDA	94538-2572	2/9/2011
6	1846*	4949 STEVENSON BLVD, UNIT P	FREMONT	ALAMEDA	94538-2572	2/26/2001
7	1264	20800 HESPERIAN BLVD.	HAYWARD	ALAMEDA	94541-5805	5/30/1998
8	4118	31047 MISSION BLVD	HAYWARD	ALAMEDA	94544-7601	7/29/2009
9	5130	22487 FOOTHILL BLVD.	HAYWARD	ALAMEDA	94541-4024	5/23/2013
10	1250	1490 RAILROAD AVE.	LIVERMORE	ALAMEDA	94550-3017	11/11/1996
11	4492	35233 NEWARK BLVD, STE C	NEWARK	ALAMEDA	94560-1231	10/22/2010
12	1259	2445 INTERNATIONAL BLVD.	OAKLAND	ALAMEDA	94601-1020	10/31/1997
13	5128	4226 ROSEWOOD DR	PLEASANTON	ALAMEDA	94588-3000	1/11/2013
14	1387	15100 HESPERIAN BLVD., SUITE 114	SAN LEANDRO	ALAMEDA	94578-3600	2/18/2000
15	2515	14801 WASHINGTON AVE	SAN LEANDRO	ALAMEDA	94578-4221	6/29/2003
16	5364	1933 DAVIS STREET	SAN LEANDRO	ALAMEDA	94577-1256	11/15/2013
17	1233	1720 DECOTO RD.	UNION CITY	ALAMEDA	94587-3524	12/10/1994
18	1735	11986 STATE HWY 88, SUITE 2060	JACKSON	AMADOR	95642-9472	8/5/2000
19	1227	801 EAST AVE, SUITE 129	CHICO	BUTTE	95926-1250	9/15/2007
20	1265	2485 NOTRE DAME BV #480	CHICO	BUTTE	95928-7164	6/14/2014
21	2207	1560 STATE HIGHWAY 99	GRIDLEY	BUTTE	95948-3121	11/13/2002
22	1219	1911 ORO DAM BLVD EAST	OROVILLE	BUTTE	95966-5912	1/15/2002
23	2140	6626 CLARK RD	PARADISE	BUTTE	95969-3547	4/2/2011
24	1740	2710 DELTA FAIR BLVD	ANTIOCH	CONTRA COSTA	94509-4100	10/15/2000
25	4406	3305 DEER VALLEY RD.	ANTIOCH	CONTRA COSTA	94531-6664	8/17/2010
26	3494	51 W SAND CREEK RD	BRENTWOOD	CONTRA COSTA	94513-2025	10/28/2006
27	1536	5434 YGNACIO VALLEY ROAD, SUITE 200	CONCORD	CONTRA COSTA	94521-3840	3/28/2000
28	5355	1825 SALVIO STREET	CONCORD	CONTRA COSTA	94520-2572	10/13/2013
29	2824*	3517 CLAYTON RD	CONCORD	CONTRA COSTA	94519	6/10/2004
30	3058	11555 SAN PABLO AVE.	EL CERRITO	CONTRA COSTA	94530-1951	7/5/2005
31	4785	1047 ARNOLD DR	MARTINEZ	CONTRA COSTA	94553	8/25/2012
32	4472	542 CENTER ST.	MORAGA	CONTRA COSTA	94556-2207	6/5/2011
33	3178	1598 FITZGERALD DR.	PINOLE	CONTRA COSTA	94564-2229	9/29/2005
34	1556	2951 RAILROAD AVE	PITTSBURG	CONTRA COSTA	94565-5224	6/30/2000
35	4369	690 BAILEY RD	PITTSBURG	CONTRA COSTA	94565-4306	8/18/2010
36	1226	2318 MONUMENT BLVD.	PLEASANT HILL	CONTRA COSTA	94523-3950	6/30/1993
37	1214	2415 SAN PABLO DAM RD, STE 250	SAN PABLO	CONTRA COSTA	94806-3921	10/19/1994
38	1990	921 NORTHCREST DR	CRESCENT CITY	DEL NORTE	95531-2329	7/16/2010
39	1990*	1180 9TH STREET	CRESCENT CITY	DEL NORTE	95531-2810	6/30/2001
40	4242	3386 COACH LANE	CAMERON PARK	EL DORADO	95682-8454	9/19/2009
41	1244	1480 BROADWAY	PLACERVILLE	EL DORADO	95667-5904	6/14/1996
42	1234	50 WEST SHAW AVENUE	CLOVIS	FRESNO	93612-3723	7/28/1995
43	1358	930 HERNDON AVENUE	CLOVIS	FRESNO	93612-0408	9/7/1999
44	5404	625 W HERNDON AVE	CLOVIS	FRESNO	93612-0368	11/2/2013
45	4395	201 W POLK ST.	COALINGA	FRESNO	93210-2303	8/8/2010
46	1217	4982 E KINGS CANYON RD.	FRESNO	FRESNO	93727-3896	9/18/1997
47	1231	4474 WEST SHAW AVE	FRESNO	FRESNO	93710-6210	5/28/2005
48	1232	5265 NORTH BLACKSTONE AVE	FRESNO	FRESNO	93710-6703	6/9/1999
49	1239	5666 E KINGS CANYON RD	FRESNO	FRESNO	93727-4627	3/15/2002
50	1241	3300 EAST TULARE AVE	FRESNO	FRESNO	93702-2727	4/20/1996
51	1261	4021 EAST ASHLAN AVENUE	FRESNO	FRESNO	93726-3734	4/13/1998
52	1730	6728 NORTH CEDAR AVENUE	FRESNO	FRESNO	93710-4403	7/31/2000
53	1964	3730 NORTH BLACKSTONE AVE	FRESNO	FRESNO	93726-5306	6/29/2001
54	2093	3780 W SHIELDS AVE	FRESNO	FRESNO	93722-6702	2/17/2004
55	2600	917 E. OLIVE AVENUE	FRESNO	FRESNO	93728-3417	2/1/2004
56	3676	1544 E. CHAMPLAIN DR, SUITE 105	FRESNO	FRESNO	93720-5627	7/5/2007
57	2955	15156 W WHITESBRIDGE AVE	KERMAN	FRESNO	93630-1019	10/30/2004
58	2811	967 WEST MANNING AVE	REEDLEY	FRESNO	93654-2446	8/27/2005
59	4299	2656 JENSEN AVE	SANGER	FRESNO	93657-9777	1/31/2010
60	1517	3380 FLORAL AVE	SELMA	FRESNO	93662-9040	8/14/2000
61	5361	1028 SOUTH STREET	ORLAND	GLENN	95963-1672	10/15/2013

Exhibit A - California Dollar Tree Facilities

	FACILITY NO.	ADDRESS	CITY	COUNTY	ZIP	OPENED
62	5496	460 N HUMBOLT AVE.	WILLOWS	GLENN	95988-2612	5/1/2014
63	1845	5000 VALLEY W BLVD, SPACE 10	ARCATA	HUMBOLDT	95521-4646	3/25/2001
64	1945	1111 MYRTLE AVE., SUITE 5	EUREKA	HUMBOLDT	95501-4000	10/25/2001
65	3770	800 W HARRIS ST, SUITE 5	EUREKA	HUMBOLDT	95503-3929	9/20/2007
66	1561*	3300 BROADWAY STE 804	EUREKA	HUMBOLDT	95501	5/2/2000
67	1878*	727 S. FORTUNA BLVD	FORTUNA	HUMBOLDT	95540-3034	4/26/2001
68	1878*	721 S. FORTUNA BLVD	FORTUNA	HUMBOLDT	95540-3040	7/17/2014
69	3061	283 MAIN ST., #C	BRAWLEY	IMPERIAL	92227-2350	6/12/2005
70	2850	2340 N. IMPERIAL AVE #1	CALEXICO	IMPERIAL	92231-2340	9/12/2004
71	3748	2300 N COTTONWOOD DR	EL CENTRO	IMPERIAL	92243-1600	11/2/2007
72	3752	3509 SOUTH DOGWOOD RD	EL CENTRO	IMPERIAL	92243-4605	2/3/2008
73	3870	904 BEAR MOUNTAIN BLVD	ARVIN	KERN	93203-1302	3/6/2009
74	1247	4456 MING AVENUE	BAKERSFIELD	KERN	93309-4800	9/21/1996
75	1255	731 AIRPORT DRIVE	BAKERSFIELD	KERN	93308-4129	7/25/1997
76	1262	2505 SOUTH H STREET	BAKERSFIELD	KERN	93304-5605	5/8/1998
77	1267	6151 NILES STREET	BAKERSFIELD	KERN	93306-4689	10/28/1998
78	2121	7890 WHITE LANE	BAKERSFIELD	KERN	93309-7670	2/28/2002
79	2287	1721 GOLDEN STATE AVENUE	BAKERSFIELD	KERN	93301-1009	9/30/2002
80	2759	2717 CALLOWAY DRIVE	BAKERSFIELD	KERN	93312-2618	3/1/2004
81	2964	5430 STOCKDALE HIGHWAY	BAKERSFIELD	KERN	93309-2502	11/24/2004
82	5793	1505 COLUMBUS ST	BAKERSFIELD	KERN	93305-2132	2/28/2015
83	5814	4725 PANAMA LANE, UNIT D6	BAKERSFIELD	KERN	93313-3408	1/15/2015
84	1484	625 CECIL AVE	DELANO	KERN	93215-2023	2/3/2000
85	5627	720 WOOLLOMES AVE.	DELANO	KERN	93215-9552	7/18/2014
86	2958	10212 MAIN STREET	LAMONT	KERN	93241-1705	10/30/2004
87	2177	100 NORTH CHINA LAKE BLV	RIDGECREST	KERN	93355-3916	6/30/2002
88	3774	305 GARDNER FIELD RD	TAFT	KERN	93268-9726	7/22/2008
89	2430	844 TUCKER ROAD	TEHACHAPI	KERN	93561-2530	4/30/2004
90	3296	2701 HIGHWAY 46	WASCO	KERN	93280-2912	2/4/2007
91	1246	1818 WEST LACEY BLVD.	HANFORD	KINGS	93230-7382	8/16/1996
92	2195	95 W. HANFORD ARMONA RD.	LEMOORE	KINGS	93245-2319	5/7/2003
93	4447	14804 OLYMPIC DR	CLEARLAKE	LAKE	95422-9521	8/12/2010
94	1242	1305 SOUTH MAIN ST.	LAKEPORT	LAKE	95453-5520	5/4/1996
95	1392	2545 MAIN STREET	SUSANVILLE	LASSEN	96130-4709	5/30/2009
96	1882	820 EAST VALLEY BLVD.	ALHAMBRA	LOS ANGELES	91801-5225	5/28/2001
97	4252	131 E FOOTHILL BLVD.	ARCADIA	LOS ANGELES	91006-2506	3/27/2010
98	4575	11837 ARTESIA BLVD	ARTESIA	LOS ANGELES	90701-4002	4/16/2011
99	4304	1642 PUENTE AVE.	BALDWIN PARK	LOS ANGELES	91706-5952	2/5/2010
100	4568	4259 MAINE AVE	BALDWIN PARK	LOS ANGELES	91706-3312	2/26/2011
101	4023	6207 ATLANTIC AVE	BELL	LOS ANGELES	90201-1225	11/21/2008
102	3977	6810 EASTERN AVE, STE F	BELL GARDENS	LOS ANGELES	90201-3928	10/13/2008
103	5780	10237 ROSECRANS BLVD.	BELLFLOWER	LOS ANGELES	90706-2601	1/5/2015
104	3826	20936 ROSCOE BLVD.	CANOGA PARK	LOS ANGELES	91304-4308	2/27/2008
105	5475	170 E. CARSON STREET	CARSON	LOS ANGELES	90745-2702	11/15/2014
106	4290	31876 CASTAIC RD.	CASTAIC	LOS ANGELES	91384-3943	2/8/2010
107	4814	11855 DEL AMO BLVD	CERRITOS	LOS ANGELES	90703-7605	4/4/2012
108	4886	17504 CARMENITA AVENUE.	CERRITOS	LOS ANGELES	90703-8635	8/17/2014
109	4956	1210 N. LONG BEACH BLVD	COMPTON	LOS ANGELES	90221-1600	8/4/2012
110	5484	1789 S. ALAMEDA STREET	COMPTON	LOS ANGELES	90220-4977	5/3/2014
111	1918	410 N. AZUSA AVE.	COVINA	LOS ANGELES	91722-3610	8/26/2006
112	4946	1045 N GRAND AVE	COVINA	LOS ANGELES	91724-2048	2/7/2013
113	4187	11455 JEFFERSON BLVD	CULVER CITY	LOS ANGELES	90230-6105	6/18/2009
114	4312	8330 FIRESTONE BLVD	DOWNEY	LOS ANGELES	90241-3842	5/8/2010
115	5758	10227 LAKEWOOD BLVD	DOWNEY	LOS ANGELES	90241-2741	10/4/2014
116	1747	1207 HUNTINGTON DRIVE	DUARTE	LOS ANGELES	91010-2485	10/15/2000
117	2017	11910 VALLEY BLVD	EL MONTE	LOS ANGELES	91732	10/31/2001
118	4846	14700 CRENSHAW BLVD.	GARDENA	LOS ANGELES	90249-3602	2/10/2012
119	5460	1310 W ROSECRANS AVE.	GARDENA	LOS ANGELES	90247-2420	4/5/2014
120	5695	13039 HAWTHORNE BLVD	HAWTHORNE	LOS ANGELES	90250-4415	10/4/2014
121	4584	5817 N FIGUEROA ST	HIGHLAND PARK	LOS ANGELES	90042-4227	4/4/2011
122	3763	7610 S ALAMEDA STREET	HUNTINGTON PARK	LOS ANGELES	90255-3744	4/5/2008
123	5379	2525 E GAGE AVE.	HUNTINGTON PARK	LOS ANGELES	90255-4017	3/1/2014

Exhibit A - California Dollar Tree Facilities

	FACILITY NO.	ADDRESS	CITY	COUNTY	ZIP	OPENED
124	4860	4747 W. CENTURY BLVD	INGLEWOOD	LOS ANGELES	90304-1441	5/25/2012
125	4896	11278 CRENSHAW BLVD.	INGLEWOOD	LOS ANGELES	90303-2805	3/20/2012
126	4995	811 N LA BREA AVE	INGLEWOOD	LOS ANGELES	90302-3641	3/18/2013
127	5426	13936 IMPERIAL HIGHWAY	LA MIRADA	LOS ANGELES	90638-1725	11/1/2013
128	4621	1381 N HACIENDA BLVD.	LA PUENTE	LOS ANGELES	91744-1611	4/23/2011
129	5257	1475 FOOTHILL BLVD	LA VERNE	LOS ANGELES	91750-3451	9/24/2013
130	4273	5825 BELLFLOWER BLVD	LAKESWOOD	LOS ANGELES	90713-1057	3/25/2010
131	1540	1061 E AVENUE J	LANCASTER	LOS ANGELES	93535-3849	2/24/2005
132	4509	1101 W AVENUE I, STE 105	LANCASTER	LOS ANGELES	93534-2245	2/22/2011
133	5445	2041 W. AVENUE K	LANCASTER	LOS ANGELES	93536-5217	4/3/2014
134	5298	4181 REDONDO BEACH BLVD.	LAWDALE	LOS ANGELES	90260-3340	5/3/2014
135	3885	6426 E. SPRING ST.	LONG BEACH	LOS ANGELES	90815-1553	5/3/2008
136	4129	8111 E WARDLOW ROAD	LONG BEACH	LOS ANGELES	90808-3204	4/23/2009
137	4671	1480 ALAMITOS AVE	LONG BEACH	LOS ANGELES	90813-2213	7/1/2011
138	4095	426 S ALVARADO ST.	LOS ANGELES	LOS ANGELES	90057-2902	7/30/2009
139	4201	4953 WHITTIER BLVD.	LOS ANGELES	LOS ANGELES	90022-3114	3/13/2010
140	4711	5710 CRENSHAW BOULEVARD	LOS ANGELES	LOS ANGELES	90043-2410	9/2/2011
141	4949	2850 E. OLYMPIC BLVD	LOS ANGELES	LOS ANGELES	90023-3412	6/15/2012
142	4993	3148 W PICO BLVD.	LOS ANGELES	LOS ANGELES	90019-4711	7/21/2014
143	5013	3710 S. LA BREA AVENUE, UNIT A	LOS ANGELES	LOS ANGELES	90016-5310	10/27/2012
144	5441	1007 CYPRESS AVE	LOS ANGELES	LOS ANGELES	90065-1136	11/16/2013
145	5489	2700 N. BROADWAY.	LOS ANGELES	LOS ANGELES	90031-2610	2/21/2014
146	5490	4617 HUNTINGTON DR. N	LOS ANGELES	LOS ANGELES	90032-1919	4/11/2014
147	5542	2035 -2055 VENICE BLVD.	LOS ANGELES	LOS ANGELES	90006-5222	11/15/2014
148	5595	5057 W WASHINGTON BLVD	LOS ANGELES	LOS ANGELES	90016-1450	1/17/2015
149	5810	4300 SOUTH CENTRAL AVE	LOS ANGELES	LOS ANGELES	90049	11/15/2014
150	4556	4160 LINCOLN BLVD.	MARINA DEL REY	LOS ANGELES	90292-5616	2/20/2011
151	1040	828 BEVERLY BOULEVARD	MONTEBELLO	LOS ANGELES	90640-4213	6/30/2000
152	3255	2305 S GARFIELD AVENUE	MONTEREY PARK	LOS ANGELES	91754-7219	1/29/2006
153	4775	720 S ATLANTIC BLVD.	MONTEREY PARK	LOS ANGELES	91754-3859	10/29/2011
154	3907	12809 SHERMAN WAY	N HOLLYWOOD	LOS ANGELES	91605-5034	4/18/2008
155	4959	23788 NEWHALL AVENUE	NEWHALL	LOS ANGELES	91321-3125	10/13/2012
156	4517	6120 LANKERSHIM BLVD.	NORTH HOLLYWOOD	LOS ANGELES	91606-4808	11/15/2010
157	4989	9040 TAMPA AVE.	NORTHRIDGE	LOS ANGELES	91324-3523	9/5/2012
158	5195	8254 WHITE OAK AVE, UNIT 1	NORTHRIDGE	LOS ANGELES	91325-4300	9/11/2013
159	2993	13913 PIONEER BLVD.	NORWALK	LOS ANGELES	90650-3921	2/26/2005
160	1535	222 EAST PALMDALE BLVD	PALMDALE	LOS ANGELES	93550-4515	7/17/2000
161	4235	4616 EAST AVENUE S	PALMDALE	LOS ANGELES	93552-4418	1/31/2010
162	3004	8418 VAN NUYS BLVD.	PANORAMA CITY	LOS ANGELES	91402-3610	4/1/2005
163	5302	181 S ROSEMEAD BLVD	PASADENA	LOS ANGELES	91107-3955	7/4/2013
164	4358	8790 WASHINGTON BLVD.	PICO RIVERA	LOS ANGELES	90660-3793	5/3/2010
165	5866	9425 TELEGRAPH ROAD, SUITE 116	PICO RIVERA	LOS ANGELES	90660-5553	2/10/2015
166	5392	305 E FOOTHILL BOULEVARD	POMONA	LOS ANGELES	91767-1405	1/20/2014
167	3676	1206 BERYL STREET	REDONDO BEACH	LOS ANGELES	90277-2427	5/6/2005
168	5187	2218 ARTESIA BLVD	REDONDO BEACH	LOS ANGELES	90278-3112	6/14/2013
169	1084	19337 VICTORY BOULEVARD	RESEDA	LOS ANGELES	91335-6302	9/17/2000
170	2951*	18225 SHERMAN WAY	RESEDA	LOS ANGELES	91335	10/30/2004
171	4362	3566 ROSEMEAD BLVD	ROSEMEAD	LOS ANGELES	91770-2053	7/31/2010
172	1968	17440 COLIMA ROAD	ROWLAND HEIGHTS	LOS ANGELES	91748-1632	6/30/2001
173	2883	156 E BONITA AVENUE, SUITE C-3	SAN DIMAS	LOS ANGELES	91773-3080	11/5/2004
174	2976	900 SAN FERNANDO RD.	SAN FERNANDO	LOS ANGELES	91340-3311	11/1/2004
175	4858	1505 SOUTH PACIFIC AVENUE	SAN PEDRO	LOS ANGELES	90731-4887	5/26/2012
176	5596	1505 SOUTH PACIFIC AVENUE	SAN PEDRO	LOS ANGELES	90731-4887	11/15/2014
177	1783	19339 SOLEDAD CANYON RD	SANTA CLARITA	LOS ANGELES	91351-2630	10/28/2000
178	4313	3075 CALIFORNIA AVE	SIGNAL HILL	LOS ANGELES	90755-5101	1/31/2010
179	4445	3638 TWEEDY BLVD.	SOUTH GATE	LOS ANGELES	90280-6044	11/23/2010
180	5689	8914 GLENOAKS BLVD	SUN VALLEY	LOS ANGELES	91352-2037	10/23/2014
181	2966	855 SEPULVEDA BLVD	TORRANCE	LOS ANGELES	90502-3003	11/24/2004
182	3791	1431 W. KNOX ST STE 400	TORRANCE	LOS ANGELES	90501-1360	3/6/2008
183	4644	23126 HAWTHORNE BLVD	TORRANCE	LOS ANGELES	90505-3705	6/30/2011
184	5132	22217 PALOS VERDES BLVD, STE 2	TORRANCE	LOS ANGELES	90505-2016	3/3/2013

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	FACILITY NO.	ADDRESS	CITY	COUNTY	ZIP	OPENED
185	4243	6540 FOOTHILL BLVD., UNIT 109 & 110	TUJUNGA	LOS ANGELES	91042-2764	9/13/2009
186	4042	23152 VALENCIA BLVD.	VALENCIA	LOS ANGELES	91355-1716	12/11/2008
187	4668	12144 MAGNOLIA BLVD.	VALLEY VILLAGE	LOS ANGELES	91607-2620	6/25/2011
188	5294	6108 N. SEPULVEDA BLVD.	VAN NUYS	LOS ANGELES	91411-2503	8/31/2013
189	2971*	6711 VAN NUYS BLVD	VAN NUYS	LOS ANGELES	91405-4620	11/1/2004
190	3707	20655 AMAR RD.	WALNUT	LOS ANGELES	91789-5037	8/1/2007
191	3186	501 S VINCENT AVE	WEST COVINA	LOS ANGELES	91790-6712	7/18/2006
192	4712	2851 E EASTLAND CENTER DR, STE 11	WEST COVINA	LOS ANGELES	91791-1671	9/22/2011
193	1973	6454 PLATT AVENUE	WEST HILLS	LOS ANGELES	91307-3216	8/7/2001
194	2956	8514 PAINTER AVENUE #J	WHITTIER	LOS ANGELES	90602-3335	10/30/2004
195	5087	11217 WHITTIER BLVD	WHITTIER	LOS ANGELES	90606-1433	4/19/2013
196	5299	1119 W PACIFIC COAST HWY	WILMINGTON	LOS ANGELES	90744-2425	10/17/2014
197	1220	2140 WEST CLEVELAND AVE, STE 116	MADERA	MADERA	93637-8757	11/6/2008
198	1220*	2121 WEST CLEVELAND AVE	MADERA	MADERA	93637-8721	8/25/1992
199	4566	40015 HIGHWAY 49, STE 301	OAKHURST	MADERA	93644-8804	7/1/2011
200	3480	455 ENTRADA RD	NOVATO	MARIN	94949-5518	7/20/2007
201	4393	928 DIABLO AVE	NOVATO	MARIN	94947-4025	7/1/2010
202	4724	825 FRANCISCO BLVD W	SAN RAFAEL	MARIN	94901-5307	11/23/2011
203	4080	120 DONAHUE ST	SAUSALITO	MARIN	94965-1250	2/1/2009
204	5853	189 BOATYARD DRIVE	FORT BRAGG	MENDOCINO	95437-5741	1/16/2015
205	4060	1395 N STATE ST, STE. A	UKIAH	MENDOCINO	95482-3476	3/25/2009
206	2939	1710 S MAIN ST.	WILLITS	MENDOCINO	95490-4405	11/19/2004
207	3259	500 EAST BELLEVUE ROAD	ATWATER	MERCED	95301-2339	4/13/2007
208	4770	1261 COMMERCE AVE, STE B	ATWATER	MERCED	95301-5223	9/27/2011
209	1256	1423 W PACHECO BLVD	LOS BANOS	MERCED	93635-7806	10/8/2009
210	1256*	1321 E PACHECO BLVD, STE B	LOS BANOS	MERCED	93635-4335	6/27/1997
211	1222	1115 W MAIN ST	MERCED	MERCED	95340-4522	7/25/2010
212	1222*	1218 WEST OLIVE AVENUE	MERCED	MERCED	95348-1662	5/29/2001
213	5491	239 HUERTA AVE.	GREENFIELD	MONTEREY	93927-5762	3/30/2014
214	2953	520 CANAL STREET, SUITE B	KING CITY	MONTEREY	93930-3446	10/30/2004
215	4202	215 RESERVATION RD, SUITE H	MARINA	MONTEREY	93933-3059	10/30/2009
216	1389	1441 N. MAIN ST	SALINAS	MONTEREY	93906-2403	11/19/1999
217	3632	1553 N. SANBORN RD	SALINAS	MONTEREY	93905-4717	10/2/2007
218	5852	1235 N DAVIS ROAD	SALINAS	MONTEREY	93907-1996	1/30/2015
219	2183	1816 FREMONT BLVD	SEASIDE	MONTEREY	93955-3611	4/27/2002
220	2260	762A FREEMAN LANE	GRASS VALLEY	NEVADA	95949-9622	7/3/2014
221	1924	1811 W LINCOLN AVE	ANAHEIM	ORANGE	92801-6731	6/30/2001
222	4725	1238 S MAGNOLIA AVE.	ANAHEIM	ORANGE	92804-5116	10/28/2011
223	5131	1021 N STATE COLLEGE BLV	ANAHEIM	ORANGE	92806-2774	8/1/2013
224	3262	8321 LA PALMA AVENUE	BUENA PARK	ORANGE	90620-3207	3/14/2006
225	4788	8930 VALLEY VIEW ST	BUENA PARK	ORANGE	90620-3531	10/31/2011
226	5864	7540 ORANGETHORPE AVE, SUITE A3	BUENA PARK	ORANGE	90621-3458	1/30/2015
227	4525	34077 DOHENY PARK RD	CAPISTRANO BEACH	ORANGE	92624-1106	3/8/2011
228	5335	2230 FAIRVIEW ROAD, UNIT D	COSTA MESA	ORANGE	92627-7808	9/20/2013
229	1823	6887 KATELLA AVENUE	CYPRESS	ORANGE	90630-5107	3/28/2001
230	1871	16141 HARBOR BLVD	FOUNTAIN VALLEY	ORANGE	92708-1305	6/28/2001
231	4370	17876 NEWHOPE ST.	FOUNTAIN VALLEY	ORANGE	92708-5431	7/20/2010
232	5010	17930 MAGNOLIA STREET	FOUNTAIN VALLEY	ORANGE	92708-5039	8/4/2012
233	2039	221 ORANGEFAIR MALL	FULLERTON	ORANGE	92832-3038	10/31/2001
234	4437	2465 E CHAPMAN AVE	FULLERTON	ORANGE	92831-3603	8/22/2010
235	2053	9679 CHAPMAN AVENUE	GARDEN GROVE	ORANGE	92841-2706	10/18/2001
236	4678	13171 HARBOR BLVD.	GARDEN GROVE	ORANGE	92843-1717	10/29/2011
237	5053	18595 BEACH BLVD.	HUNTINGTON BEACH	ORANGE	92648-2053	10/27/2012
238	1954	1230 WEST IMPERIAL HWY	LA HABRA	ORANGE	90631-6987	10/15/2001
239	4845	1279 EAST LA HABRA BLVD	LA HABRA	ORANGE	90631-5637	4/26/2012
240	4021	24401 ALICIA PKWY, SUITE D	MISSION VIEJO	ORANGE	92691-4537	11/26/2008
241	5706	23042 ALICIA PARKWAY	MISSION VIEJO	ORANGE	92692-1636	10/4/2014
242	2325	1421 W. CHAPMAN AVE.	ORANGE	ORANGE	92868-2703	6/10/2011
243	4933	784 N TUSTIN ST.	ORANGE	ORANGE	92867-7129	10/18/2012
244	5341	31878 DEL OBISPO ST., SUITE 125	SAN JUAN CAPISTRANO	ORANGE	92675-3253	8/3/2013
245	2981	1900 N GRAND AVENUE #B	SANTA ANA	ORANGE	92705-7038	11/24/2004
246	4530	3309 S BRISTOL ST, STE A	SANTA ANA	ORANGE	92704-7262	10/30/2010

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	FACILITY NO.	ADDRESS	CITY	COUNTY	ZIP	OPENED
247	4714	631 S. MAIN ST, STE A	SANTA ANA	ORANGE	92701-5715	9/10/2011
248	5023	13960 SEAL BEACH BLVD	SEAL BEACH	ORANGE	90740-5301	9/8/2012
249	4758	17271 17TH STREET	TUSTIN	ORANGE	92780-1951	11/19/2011
250	2474	6741 WESTMINSTER BLVD	WESTMINSTER	ORANGE	92683-8060	5/3/2003
251	4307	15400 GOLDENWEST ST	WESTMINSTER	ORANGE	92683-6149	4/2/2010
252	1212	2136 GRASS VALLEY HWY	AUBURN	PLACER	95603-2522	2/4/2007
253	4415	6861 DOUGLAS BLVD.	GRANITE BAY	PLACER	95746-6259	9/25/2010
254	5422	53 LINCOLN BLVD.	LINCOLN	PLACER	95648-6313	11/1/2013
255	1848	6005 PACIFIC STREET	ROCKLIN	PLACER	95677-3423	5/26/2001
256	3960	6656 LONETREE BLVD #E	ROCKLIN	PLACER	95765-3735	7/13/2008
257	1248	108 B HARDING BLVD	ROSEVILLE	PLACER	95678-2805	10/18/1996
258	3223	5170 FOOTHILLS BLVD	ROSEVILLE	PLACER	95747-6583	1/29/2006
259	1521	50 EAST MAIN STREET	QUINCY	PLUMAS	95971-9701	9/16/2003
260	4690	3403 W RAMSEY ST., STE A	BANNING	RIVERSIDE	92220-3501	6/25/2011
261	3621	1486 E 2ND STREET	BEAUMONT	RIVERSIDE	92223-3160	8/31/2007
262	3552	661 W HOBSON WAY	BLYTHE	RIVERSIDE	92225-1512	11/8/2006
263	4216	68401 E. PALM CANYON DR.	CATHEDRAL CITY	RIVERSIDE	92234-5461	9/1/2009
264	2216	125 N MCKINLEY STREET	CORONA	RIVERSIDE	92879-6566	6/29/2002
265	2972	1220 MAGNOLIA AVE #101	CORONA	RIVERSIDE	92881-2067	11/1/2004
266	4545	281 S LINCOLN AVE	CORONA	RIVERSIDE	92882-1855	1/30/2011
267	4605	2751 GREEN RIVER RD, STE 101	CORONA	RIVERSIDE	92882-7425	4/21/2011
268	2954	1420 EAST FLORIDA AVENUE	HEMET	RIVERSIDE	92544-8624	10/30/2004
269	4120	1167 S SANDERSON AVE.	HEMET	RIVERSIDE	92545-9047	8/29/2009
270	5279	43372 STATE HWY. 74	HEMET	RIVERSIDE	92544-7200	8/3/2013
271	4121	82025 HWY 111 STE 101	INDIO	RIVERSIDE	92201-5686	4/18/2010
272	4209	42225 JACKSON ST, # A102	INDIO	RIVERSIDE	92203-9303	2/20/2010
273	5594	79700 HIGHWAY 111	LA QUINTA	RIVERSIDE	92253-4538	7/22/2014
274	3898	29229 CENTRAL AVE #C	LAKE ELSINORE	RIVERSIDE	92532-2248	3/7/2008
275	5401	32275 MISSION TRAIL	LAKE ELSINORE	RIVERSIDE	92530-4530	11/2/2013
276	4400	30133 ANTELOPE RD	MENIFEE	RIVERSIDE	92584-8067	7/2/2010
277	5415	26932 CHERRY HILLS BLVD.	MENIFEE	RIVERSIDE	92586-2574	1/13/2014
278	3135	12320 PERRIS BLVD., UNIT B	MORENO VALLEY	RIVERSIDE	92557-7423	10/7/2005
279	4073	12625 FREDERICK ST. D2	MORENO VALLEY	RIVERSIDE	92553-5216	2/1/2009
280	5061	26150 IRIS AVENUE STE 16	MORENO VALLEY	RIVERSIDE	92555-3010	11/12/2012
281	5497	25050 ALESSANDRO BLVD	MORENO VALLEY	RIVERSIDE	92553-4313	4/5/2014
282	2326	40565 CALIFORNIA OAKS RD	MURRIETA	RIVERSIDE	92562-5855	9/30/2002
283	4396	39865 ALTA MURRIETA DR	MURRIETA	RIVERSIDE	92563-5439	7/31/2010
284	4353	2748 HAMNER AVE, STE 107	NORCO	RIVERSIDE	92860-1994	4/30/2010
285	2022	42245 WASHINGTON STREET	PALM DESERT	RIVERSIDE	92211-8023	9/28/2001
286	4620	72630 DINAH SHORE DR., STE 100	PALM DESERT	RIVERSIDE	922110801	5/7/2011
287	3598	1717 E VISTA CHINO, SUITE J	PALM SPRINGS	RIVERSIDE	92262-3569	5/19/2008
288	2980	2560 N PERRIS BLVD.	PERRIS	RIVERSIDE	92571-3249	11/17/2004
289	1803	7790 LIMONITE AVE	RIVERSIDE	RIVERSIDE	92509-5314	6/26/2004
290	2244	4074 & 4076 MADISON ST	RIVERSIDE	RIVERSIDE	92504-2642	9/9/2002
291	2770	4033 CHICAGO AVENUE, #B	RIVERSIDE	RIVERSIDE	92507-5337	6/16/2004
292	2977	3590 TYLER STREET, STE B (105)	RIVERSIDE	RIVERSIDE	92503-4133	2/1/2009
293	5354	4712 LA SIERRA AVENUE	RIVERSIDE	RIVERSIDE	92505-2799	1/26/2014
294	2977*	5612 VAN BUREN	RIVERSIDE	RIVERSIDE	92503-8036	11/1/2004
295	4294	26455 YNEZ RD	TEMECULA	RIVERSIDE	92591-4654	11/9/2009
296	4730	31741 TEMECULA PKWY., SUITE A1	TEMECULA	RIVERSIDE	92592-6800	10/20/2011
297	1209	4005 MANZANITA AVE #32	CARMICHAEL	SACRAMENTO	95608-1783	10/30/2001
298	1202	7313 GREENBACK LANE	CITRUS HEIGHTS	SACRAMENTO	95621-5530	11/19/1990
299	2119	7840 MACY PLAZA DRIVE	CITRUS HEIGHTS	SACRAMENTO	95610-6802	3/25/2002
300	2236	7859 LICHEN DRIVE	CITRUS HEIGHTS	SACRAMENTO	95621-3074	5/30/2002
301	2922	7000 SUNRISE BLVD	CITRUS HEIGHTS	SACRAMENTO	95610-3102	1/30/2005
302	1213	8696 ELK GROVE BLVD., SUITE 11	ELK GROVE	SACRAMENTO	95624-3301	4/20/1999
303	3447	8126 SHELDON ROAD	ELK GROVE	SACRAMENTO	95758-5928	5/5/2007
304	1268	8852 MADISON AVENUE	FAIR OAKS	SACRAMENTO	95628-3908	11/20/1998
305	1228	627 E BIDWELL STREET	FOLSOM	SACRAMENTO	95630-3120	8/15/2007
306	5786	25000 BLUE RAVINE RD..	FOLSOM	SACRAMENTO	95630-5723	10/30/2014
307	2271	10410 TWIN CITIES RD	GALT	SACRAMENTO	95632-9032	1/11/2003

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	FACILITY NO.	ADDRESS	CITY	COUNTY	ZIP	OPENED
308	1201	3661 ELKHORN BLVD	NORTH HIGHLANDS	SACRAMENTO	95660-3730	10/27/2003
309	5225	4720 WATT AVE.	NORTH HIGHLANDS	SACRAMENTO	95660-5516	8/11/2013
310	1223*	3222 WINONA WAY	NORTH HIGHLANDS	SACRAMENTO	95660-5523	10/30/1992
311	1205	10337 FOLSOM BOULEVARD	RANCHO CORDOVA	SACRAMENTO	95670-3518	8/6/1992
312	5316	2342 SUNRISE BLVD., STE 31	RANCHO CORDOVA	SACRAMENTO	95670-4372	9/23/2013
313	1203	5051 FRUITRIDGE RD.	SACRAMENTO	SACRAMENTO	95820-5433	7/26/2007
314	1204	6650 VALLEY HI DRIVE	SACRAMENTO	SACRAMENTO	95823-4602	12/1/1994
315	1229	7020 STOCKTON BLVD.	SACRAMENTO	SACRAMENTO	95823-2312	12/1/2006
316	1976	3308 ARDEN WAY	SACRAMENTO	SACRAMENTO	95825-2017	7/31/2001
317	2041	3615 NORTHGATE BLVD	SACRAMENTO	SACRAMENTO	95834-1600	5/31/2002
318	2545	1347 FLORIN ROAD	SACRAMENTO	SACRAMENTO	95831-3618	6/30/2003
319	3566	6710 FOLSOM BLVD.	SACRAMENTO	SACRAMENTO	95819-4626	2/14/2007
320	4481	1235 S STREET	SACRAMENTO	SACRAMENTO	95811-7111	7/15/2011
321	4670	4910 FREEPORT BLVD	SACRAMENTO	SACRAMENTO	95822-2153	11/10/2011
322	4726	1895 HOWE AVE.	SACRAMENTO	SACRAMENTO	95825-1025	9/22/2011
323	5211	2000 CLUB CENTER DRIVE, SUITE 100	SACRAMENTO	SACRAMENTO	95835-1423	8/12/2013
324	5580	2540 WATT AVENUE	SACRAMENTO	SACRAMENTO	95821-6312	5/31/2014
325	2048*	560 TRES PINOS RD	HOLLISTER	SAN BENITO	95023-5566	9/28/2001
326	4280	20346 HWY. 18, UNIT 400	APPLE VALLEY	SAN BERNARDINO	92307-2923	1/31/2010
327	3035	1264 E MAIN ST	BARSTOW	SAN BERNARDINO	92311-2409	5/28/2005
328	2959	42168 BIG BEAR BLVD.	BIG BEAR LAKE	SAN BERNARDINO	92315	3/16/2011
329	2518	11975 CENTRAL AVE.	CHINO	SAN BERNARDINO	91710-1906	7/20/2003
330	3134	4200 CHINO HILLS PKWY, STE 760	CHINO HILLS	SAN BERNARDINO	91709-3776	6/24/2006
331	4682	12949 PEYTON DR	CHINO HILLS	SAN BERNARDINO	91709-6015	6/20/2011
332	3078	1157 MT. VERNON AVENUE	COLTON	SAN BERNARDINO	92324-2577	2/26/2010
333	3078*	1250 E WASHINGTON STREET, STE B	COLTON	SAN BERNARDINO	92324-6434	4/30/2005
334	1808	9976 B SIERRA AVENUE	FONTANA	SAN BERNARDINO	92335-1715	11/14/2000
335	4014	16953 SIERRA LAKES PKWY, SUITE 104	FONTANA	SAN BERNARDINO	92336-1272	3/11/2009
336	5189	15232 SUMMIT AVENUE	FONTANA	SAN BERNARDINO	92336-0231	5/4/2013
337	4450	22455 BARTON RD.	GRAND TERRACE	SAN BERNARDINO	92313-5008	9/15/2010
338	2961	15759 MAIN STREET	HESPERIA	SAN BERNARDINO	92345-3410	11/17/2004
339	1899	4040 HIGHLAND AVE	HIGHLAND	SAN BERNARDINO	92346-2637	4/12/2001
340	5759	25670 REDLANDS BLVD	LOMA LINDA	SAN BERNARDINO	92354	10/5/2014
341	3648	1100 E. BROADWAY	NEEDLES	SAN BERNARDINO	92363-3809	2/13/2008
342	4506	131 E RIVERSIDE DR.	ONTARIO	SAN BERNARDINO	91761-6624	11/23/2010
343	4734	4468 ONTARIO MILLS PKWY.	ONTARIO	SAN BERNARDINO	91764-5107	8/15/2011
344	2445	9743 BASELINE ROAD	RANCHO CUCAMONGA	SAN BERNARDINO	91730-1408	3/17/2003
345	1773	1366 INDUSTRIAL PARK AVE	REDLANDS	SAN BERNARDINO	92374-2897	4/23/2011
346	1773*	811 TRI CITY CENTER DRIVE	REDLANDS	SAN BERNARDINO	92374-2859	10/1/2000
347	4929	182 E BASE LINE ROAD	RIALTO	SAN BERNARDINO	92375-3607	4/26/2012
348	5119	761 W 2ND ST, SUITE A	SAN BERNARDINO	SAN BERNARDINO	92410-3260	1/22/2013
349	5366	2084 E HIGHLAND AVENUE	SAN BERNARDINO	SAN BERNARDINO	92404-4626	2/15/2014
350	5855	1035 W HIGHLAND AVE	SAN BERNARDINO	SAN BERNARDINO	92405-3207	2/28/2015
351	99909A	1761 INTERCHANGE DRIVE	SAN BERNARDINO	SAN BERNARDINO	92407	4/1/2010
352	99909B	1651 INTERCHANGE DRIVE	SAN BERNARDINO	SAN BERNARDINO	92407	4/1/2013
353	4043	71737 29 PALMS HWY.	TWENTYNINE PALMS	SAN BERNARDINO	92277-2084	11/20/2008
354	3440	180 S MOUNTAIN AVE.	UPLAND	SAN BERNARDINO	91786-6256	11/19/2006
355	5754	1387 EAST FOOTHILL BLVD.	UPLAND	SAN BERNARDINO	91786	11/24/2014
356	1504	12160 HESPERIA RD, STE B	VICTORVILLE	SAN BERNARDINO	92395-5820	2/6/2005
357	1855	14792 LA PAZ DRIVE	VICTORVILLE	SAN BERNARDINO	92395-4006	10/31/2001
358	5519	14325 US HIGHWAY 395	VICTORVILLE	SAN BERNARDINO	92394-9591	10/1/2014
359	3241	58100 29 PALMS HWY	YUCCA VALLEY	SAN BERNARDINO	92284-5802	4/17/2008
360	4616	2754 ALPINE BLVD.	ALPINE	SAN DIEGO	91901-2225	6/28/2011
361	2521	1838 MARRON ROAD #E	CARLSBAD	SAN DIEGO	92008-1172	11/2/2003
362	4996	1218 BROADWAY	CHULA VISTA	SAN DIEGO	91911-2911	11/5/2012
363	5034	941 OTAY LAKES RD	CHULA VISTA	SAN DIEGO	91913-3002	10/22/2012
364	3207	796 FLETCHER PKWY	EL CAJON	SAN DIEGO	92020-1816	10/26/2005
365	5502	400 N SECOND ST.	EL CAJON	SAN DIEGO	92021-6446	8/30/2014
366	4162	218 N. EL CAMINO REAL	ENCINITAS	SAN DIEGO	92024-2847	4/30/2009
367	2324	628 N. ESCONDIDO BLVD.	ESCONDIDO	SAN DIEGO	92025-1702	9/29/2002
368	2982*	1349 EAST VALLEY PWY	ESCONDIDO	SAN DIEGO	92027-2311	11/17/2004
369	2982*	1229 E VALLEY PKWY	ESCONDIDO	SAN DIEGO	92027-2309	2/27/2014

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	FACILITY NO.	ADDRESS	CITY	COUNTY	ZIP	OPENED
370	3958	1071 S MAIN AVENUE	FALLBROOK	SAN DIEGO	92028-3338	6/26/2008
371	3757	5500 GROSSMONT CENTER DR, STE 428	LA MESA	SAN DIEGO	91942-3016	8/10/2007
372	5543	12340 WOODSIDE AVENUE	LAKESIDE	SAN DIEGO	92040-3016	6/14/2014
373	2889	6 NORTH EUCLID AVENUE	NATIONAL CITY	SAN DIEGO	91950-1934	9/30/2004
374	2507	4161 OCEANSIDE BLVD, SUITE C	OCEANSIDE	SAN DIEGO	92056-6035	5/30/2003
375	3883	3825 PLAZA DRIVE #501	OCEANSIDE	SAN DIEGO	92056-4624	4/4/2008
376	4941	1810 OCEANSIDE BLVD	OCEANSIDE	SAN DIEGO	92054-3474	1/4/2013
377	4988	3861 MISSION AVE, SUITE B-13	OCEANSIDE	SAN DIEGO	92058-1877	8/11/2012
378	5041	12624 POWAY RD. #2	POWAY	SAN DIEGO	92064-4440	9/22/2012
379	5003	1853 MAIN STREET, STE J	RAMONA	SAN DIEGO	92065-2512	7/28/2012
380	2965	3398 MURPHY CANYON RD	SAN DIEGO	SAN DIEGO	92123-2654	11/24/2004
381	3821	6503 UNIVERSITY AVE	SAN DIEGO	SAN DIEGO	92115-5810	11/3/2007
382	4271	8230 MIRA MESA BLVD., SUITE E	SAN DIEGO	SAN DIEGO	92126-2625	10/23/2009
383	5274	4240 KEARNY MESA RD, SUITE 109	SAN DIEGO	SAN DIEGO	92111-3769	7/3/2013
384	5716	3337 ROSECRANS STREET	SAN DIEGO	SAN DIEGO	92110-4223	10/30/2014
385	5733	2483 IMPERIAL AVENUE	SAN DIEGO	SAN DIEGO	92102-3916	1/4/2015
386	5854	4792 CLAIREMONT MESA BLVD	SAN DIEGO	SAN DIEGO	92117-2006	3/20/2015
387	5182	4520 CAMINO DE LA PLAZA	SAN YSIDRO	SAN DIEGO	92173-3104	3/2/2013
388	3194	262 TOWN CENTER PKWY	SANTEE	SAN DIEGO	92071-5803	10/26/2005
389	3195	9805 CAMPO RD, STE 197	SPRING VALLEY	SAN DIEGO	91977-1410	11/15/2005
390	4939	651 SWEETWATER ROAD	SPRING VALLEY	SAN DIEGO	91977-5628	4/24/2012
391	2575	1090 E VISTA WAY	VISTA	SAN DIEGO	92084-4602	11/8/2003
392	4552	1611 S MELROSE DR, STE G	VISTA	SAN DIEGO	92081-5407	6/15/2011
393	5531	2400 MCHENRY AVENUE	ESCALON	SAN JOAQUIN	95320-9602	6/23/2014
394	4403	125 LAKEWOOD MALL	LODI	SAN JOAQUIN	95242-2924	5/24/2010
395	1238	1259 WEST YOSEMITE AVE.	MANTECA	SAN JOAQUIN	95337-5125	11/11/1995
396	2189	1389 E. YOSEMITE AVE.	MANTECA	SAN JOAQUIN	95336-5003	6/29/2002
397	1240	678 N WILSON WAY, STE 37	STOCKTON	SAN JOAQUIN	95205-4269	2/24/1996
398	1260	3728 E. HAMMER LANE #1	STOCKTON	SAN JOAQUIN	95212-2811	11/1/2003
399	1263	4555 NORTH PERSHING AVE. #17	STOCKTON	SAN JOAQUIN	95207-6740	7/17/1998
400	3771	7528 PACIFIC AVE	STOCKTON	SAN JOAQUIN	95207-1929	9/13/2007
401	5193	10408 TRINITY PKWY STE A	STOCKTON	SAN JOAQUIN	95219-7225	7/25/2013
402	5403	1209 E MARCH LANE	STOCKTON	SAN JOAQUIN	95210-3546	10/25/2013
403	5525	3538 MANTHEY RD.	STOCKTON	SAN JOAQUIN	95206-5304	11/10/2014
404	99004	1122 RUNWAY DRIVE	STOCKTON	SAN JOAQUIN	92506	1/1/2000
405	2983	2691 N TRACY BLVD.	TRACY	SAN JOAQUIN	95376-1716	11/24/2004
406	1943	1400 E GRAND AVE, STE A	ARROYO GRANDE	SAN LUIS OBISPO	93420-2424	3/30/2004
407	3631	2040 EL CAMINO REAL	ATASCADERO	SAN LUIS OBISPO	93422-1542	5/9/2007
408	3246	710 QUINTANA RD	MORRO BAY	SAN LUIS OBISPO	93442-1940	1/29/2006
409	2293	2173 THEATER DR	PASO ROBLES	SAN LUIS OBISPO	93446	8/31/2002
410	1485	3870 BROAD STREET, BOX 12	SAN LUIS OBISPO	SAN LUIS OBISPO	93401-7172	2/28/2000
411	4409	491 MADONNA RD., STE 3	SAN LUIS OBISPO	SAN LUIS OBISPO	93405-6541	5/28/2010
412	2782	516 EL CAMINO REAL	BELMONT	SAN MATEO	94002-2121	6/30/2004
413	4429	735 SERRAMONTE BLVD.	COLMA	SAN MATEO	94014-3221	8/19/2010
414	4735	2840 GENEVA AVE.	DALY CITY	SAN MATEO	94014-1523	9/23/2011
415	3847	787 HICKEY BLVD	PACIFICA	SAN MATEO	94044-1214	3/3/2008
416	5544	312 WALNUT STREET	REDWOOD CITY	SAN MATEO	94063-1718	5/3/2014
417	3275	555 EL CAMINO REAL	S SAN FRANCISCO	SAN MATEO	94080-4402	12/2/2006
418	4505	1121 OLD COUNTY RD	SAN CARLOS	SAN MATEO	94070-4009	10/1/2010
419	1502	1009 NORTH H STREET, STE. S	LOMPOC	SANTA BARBARA	93436-3304	8/21/2007
420	1827	1647 NORTH BROADWAY	SANTA MARIA	SANTA BARBARA	93454-1925	1/18/2001
421	5806	525 S BLOSSER RD	SANTA MARIA	SANTA BARBARA	93458-4909	2/28/2015
422	3203	150 N SAN TOMAS AQUINO ROAD	CAMPBELL	SANTA CLARA	95008-1620	11/5/2005
423	3238	2425 S WINCHESTER BLVD	CAMPBELL	SANTA CLARA	95008-4801	4/15/2006
424	2274	1260 1ST STREET	GILROY	SANTA CLARA	95020-4734	8/30/2002
425	1236	1350 S PARK VICTORIA DR #10	MILPITAS	SANTA CLARA	95035-6941	10/24/1995
426	4293	251 RANCH DRIVE	MILPITAS	SANTA CLARA	95035-5106	11/4/2009
427	2785	16975 MONTEREY RD	MORGAN HILL	SANTA CLARA	95037-5134	4/30/2004
428	4978	199 E MIDDLEFIELD RD, STE 200	MOUNTAIN VIEW	SANTA CLARA	94043-3806	9/26/2012
429	1254	331 N CAPITOL AVENUE	SAN JOSE	SANTA CLARA	95133	4/19/1997
430	1270	5546 MONTEREY RD.	SAN JOSE	SANTA CLARA	95138-1529	1/19/2000

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431	2083	5540 SNELL AVE	SAN JOSE	SANTA CLARA	95123-1651	11/14/2001
432	3185	5041 ALMADEN EXPY	SAN JOSE	SANTA CLARA	95118-2008	11/16/2005
433	3764	1178 N. CAPITOL AVE	SAN JOSE	SANTA CLARA	95132-2522	10/17/2007
434	3823	14406 UNION ROAD	SAN JOSE	SANTA CLARA	95124-2815	5/10/2008
435	3853	916 STORY RD	SAN JOSE	SANTA CLARA	95122-2629	3/21/2008
436	4681	2155 TULLY RD.	SAN JOSE	SANTA CLARA	95122-1346	8/26/2011
437	5212	2585 ALMADEN RD	SAN JOSE	SANTA CLARA	95125-3603	5/20/2013
438	5488	3065 MERIDIAN AVE.	SAN JOSE	SANTA CLARA	95124-2455	7/25/2014
439	5522	2222 BUSINESS CIRCLE	SAN JOSE	SANTA CLARA	95128-1619	3/27/2014
440	4547	3024 EL CAMINO REAL	SANTA CLARA	SANTA CLARA	95051-2909	1/30/2011
441	3725	588 E. EL CAMINO REAL	SUNNYVALE	SANTA CLARA	94087-1940	11/8/2007
442	5081	1950 41ST AVE.	CAPITOLA	SANTA CRUZ	95010-2507	9/17/2012
443	3689	2-1515 EAST CLIFF DR	SANTA CRUZ	SANTA CRUZ	95062-4844	11/9/2007
444	3759	266-B MT. HERMON RD	SCOTTS VALLEY	SANTA CRUZ	95066-4010	9/30/2007
445	1519	1075 S GREEN VALLEY ROAD	WATSONVILLE	SANTA CRUZ	95076-4164	4/29/2000
446	5233	1010 MAIN STREET	WATSONVILLE	SANTA CRUZ	95076-3732	5/16/2014
447	1857	2611 BALLS FERRY ROAD	ANDERSON	SHASTA	96007-3507	3/8/2001
448	5903	1725 STATE HWY 273	ANDERSON	SHASTA	96007-4233	2/28/2015
449	4797	9384 DESCHUTES RD, STE F	PALO CEDRO	SHASTA	96073-7703	10/16/2011
450	1221	2385 ATHENS AVENUE	REDDING	SHASTA	96001-2818	8/14/1992
451	1252	40 LAKE BOULEVARD	REDDING	SHASTA	96003-2512	1/30/1997
452	5256	2991 CHURN CREEK RD	REDDING	SHASTA	96002-1120	7/9/2013
453	5400	6478 WESTSIDE RD.	REDDING	SHASTA	96001-4867	11/15/2013
454	1251	1828 FORT JONES ROAD	YREKA	SISKIYOU	96097-9531	11/22/1996
455	5179	856 SOUTHAMPTON RD.	BENICIA	SOLANO	94510-1907	5/4/2013
456	4943	1700 N 1ST STREET	DIXON	SOLANO	95620-9766	6/29/2012
457	2341	2425 N. TEXAS STREET	FAIRFIELD	SOLANO	94533-1603	11/1/2002
458	3973	250 SUNSET AVENUE, STE. A	SUISUN CITY	SOLANO	94585-1766	9/24/2008
459	1235	230 PEABODY RD.	VACAVILLE	SOLANO	95687-4733	9/27/2013
460	1235*	991 ALAMO DRIVE	VACAVILLE	SOLANO	95687-5601	8/19/1995
461	1210	3475 SONOMA BLVD.	VALLEJO	SOLANO	94590-2921	9/25/1992
462	4131	938 ADMIRAL CALLAGHAN LN	VALLEJO	SOLANO	94591-3680	8/19/2009
463	5290	640 EAST COTATI AVENUE	COTATI	SONOMA	94931-4026	11/9/2013
464	2262	1041 VINE ST.	HEALDSBURG	SONOMA	95448-4829	7/31/2002
465	5022	40 E. WASHINGTON STREET	PETALUMA	SONOMA	94952-3115	8/19/2012
466	1868	4675 REDWOOD DRIVE	ROHNERT PARK	SONOMA	94928-7941	3/15/2001
467	2162	777 SEBASTOPOL RD	SANTA ROSA	SONOMA	95407-6827	9/27/2002
468	2168	2747 YULUPA AVE	SANTA ROSA	SONOMA	95405-8534	6/13/2002
469	4593	3589 INDUSTRIAL DR.	SANTA ROSA	SONOMA	95403-2012	4/13/2011
470	5851	3080 Marlow Rd, Suite A-11	SANTA ROSA	SONOMA	95403-7950	1/31/2015
471	3827	18615 SONOMA HWY #103	SONOMA	SONOMA	95476-4400	3/1/2008
472	5269	6748 E WHITMORE AVE	HUGHSON	STANISLAUS	95326-8903	7/14/2013
473	1216	2225 PLAZA PKWY # H	MODESTO	STANISLAUS	95350-6220	9/8/2006
474	1258	1330 E HATCH RD	MODESTO	STANISLAUS	95351-5011	8/14/1997
475	1266	2425 B MCHENRY AVENUE	MODESTO	STANISLAUS	95350-3217	8/13/1998
476	2351	2601 OAKDALE RD.	MODESTO	STANISLAUS	95355-2256	4/20/2008
477	2459	1620 STANDIFORD AVENUE	MODESTO	STANISLAUS	95350-0578	11/18/2004
478	1574	111 S. MAAG AVENUE, SUITE E	OAKDALE	STANISLAUS	95361-7604	2/1/2009
479	3737	1065 SPERRY AVE, STE A	PATTERSON	STANISLAUS	95363-9266	2/3/2008
480	2840	2250 PATTERSON ROAD	RIVERBANK	STANISLAUS	95367-9647	11/18/2004
481	3953	3045 N TEGNER ROAD	TURLOCK	STANISLAUS	95380-9447	4/24/2009
482	4832	2094 E. CANAL DR	TURLOCK	STANISLAUS	95380-4302	3/10/2012
483	4613	12118 YOSEMITE BLVD, STE. 7	WATERFORD	STANISLAUS	95386-9534	4/11/2011
484	1218	1460 BRIDGE STREET	YUBA CITY	SUTTER	95993-3506	10/10/1991
485	2486	1936 SOLANO STREET	CORNING	TEHAMA	96021-2831	5/3/2003
486	1230	398 SOUTH MAIN STREET	RED BLUFF	TEHAMA	96080-4314	11/13/1993
487	3184	1401 W EL MONTE WAY, STE. 130	DINUBA	TULARE	93618-9165	7/29/2006
488	5237	424 N KAWEAH AVE	EXETER	TULARE	93221-1224	9/10/2013
489	3493	1555 N FARMERSVILLE BLVD, SUITE 201	FARMERSVILLE	TULARE	93223-1175	3/15/2007
490	5234	258 N HWY 65	LINDSAY	TULARE	93247	8/31/2013
491	1245	1373 WEST HENDERSON AVE.	PORTERVILLE	TULARE	93257-1456	7/5/1996

Exhibit A - California Dollar Tree Facilities

	FACILITY NO.	ADDRESS	CITY	COUNTY	ZIP	OPENED
492	1207	130 EAST CROSS AVE.	TULARE	TULARE	93274-2850	10/9/1997
493	1253	2333 SOUTH MOONEY BLVD	VISALIA	TULARE	93277-6228	2/28/1997
494	4142	1927 N DINUBA BLVD	VISALIA	TULARE	93291-3011	10/16/2009
495	2122	13771 MONO WAY, SUITE D	SONORA	TUOLUMNE	95370-2820	2/21/2002
496	5599	2291 PICKWICK DRIVE	CAMARILLO	VENTURA	93010-6409	7/2/2014
497	3753	745 VENTURA RD	FILLMORE	VENTURA	93015-1834	2/29/2008
498	5464	543-B W LOS ANGELES AVE.	MOORPARK	VENTURA	93021-1707	5/3/2014
499	4223	737 N. WENDY DRIVE	NEWBURY PARK	VENTURA	91320-3066	10/16/2009
500	2237	838 NORTH VENTURA ROAD	OXNARD	VENTURA	93030-4414	3/31/2003
501	4687	150 W LAUREL ST.	OXNARD	VENTURA	93033-4561	10/1/2011
502	3874	729 W CHANNEL ISLAND BOULEVARD	PORT HUENEME	VENTURA	93041-2130	2/3/2008
503	2963	588 WEST MAIN STREET, BLDG A	SANTA PAULA	VENTURA	93060-3209	11/23/2004
504	2585	2970 COCHRAN ST.	SIMI VALLEY	VENTURA	93065-2784	11/1/2003
505	3999	1760 N MOORPARK RD	THOUSAND OAKS	VENTURA	91360-5133	1/29/2012
506	4315	4738 TELEPHONE RD, STE 2	VENTURA	VENTURA	93003-5245	3/12/2010
507	3475	1800 E. 8TH STREET	DAVIS	YOLO	95616-2502	9/3/2006
508	1215	3015 WEST CAPITAL AVENUE	WEST SACRAMENTO	YOLO	95691-2912	4/7/2003
509	5241	2105 TOWN CENTER PLAZA, STE F120	WEST SACRAMENTO	YOLO	95691-4991	6/24/2013
510	1206	18 WEST COURT STREET	WOODLAND	YOLO	95695-3012	3/18/1994
511	4760	441 PIONEER AVE, STE. 110	WOODLAND	YOLO	95776-5189	9/16/2011
512	1211	1409 B STREET	MARYSVILLE	YUBA	95901-4211	4/26/1997

*These stores were either closed or relocated by Dollar Tree Stores, Inc. prior to the date of this Judgment.

EXHIBIT B-1 -- CIVIL PENALTIES

Agency	Civil Penalties - Business and Professions §17200 Penalties	Civil Penalties - Health and Safety §25500 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	\$ 133,500.00	\$ 79,000.00	\$ -	\$ 212,500.00
Amador Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Butte Co. District Attorney's Office	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Contra Costa Co. District Attorney's Office	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
Del Norte Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
El Dorado Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Fresno Co. District Attorney's Office	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
Glenn Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Humboldt Co. District Attorney's Office	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Kern Co. District Attorney's Office	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Kings Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Lake Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Lassen Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Los Angeles City Attorney's Office	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
Los Angeles Co. District Attorney's Office	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
Madera Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Marin Co. District Attorney's Office	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Mendocino Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Merced Co. District Attorney's Office	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Monterey Co. District Attorney's Office	\$ 133,500.00	\$ 79,000.00	\$ -	\$ 212,500.00
Nevada Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Orange Co. District Attorney's Office	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
Placer Co. District Attorney's Office* (see below)	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Plumas Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Riverside Co. District Attorney's Office** (see below)	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
Sacramento Co. District Attorney's Office*** (see below)	\$ 32,500.00	\$ -	\$ -	\$ 32,500.00
San Benito Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
San Bernardino Co. District Attorney's Office (SWCPP Penalties)****(see below)	\$ 95,000.00	\$ -	\$ -	\$ 95,000.00
San Diego City Attorney's Office	\$ 128,624.50	\$ 78,875.50	\$ -	\$ 207,500.00
San Diego Co. District Attorney's Office	\$ 52,500.00	\$ -	\$ -	\$ 52,500.00
San Joaquin Co. District Attorney's Office***** (see below)	\$ 132,500.00	\$ -	\$ -	\$ 132,500.00
San Luis Obispo Co. District Attorney's Office	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
San Mateo Co. District Attorney's Office	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Santa Barbara Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Santa Clara Co. District Attorney's Office	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
Santa Cruz Co. District Attorney's Office	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Shasta Co. District Attorney's Office	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Siskiyou Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Solano Co. District Attorney's Office***** (see below)	\$ 52,500.00	\$ -	\$ -	\$ 52,500.00
Sonoma Co. District Attorney's Office	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Stanislaus Co. District Attorney's Office	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Sutter Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Tehama Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Tulare Co. District Attorney's Office	\$ 17,500.00	\$ -	\$ -	\$ 17,500.00
Tuolumne Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Ventura Co. District Attorney's Office	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
Yolo Co. District Attorney's Office	\$ -	\$ 105,937.75	\$ 11,562.25	\$ 117,500.00
Yuba Co. District Attorney's Office	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
Totals - Prosecutor Civil Penalties	\$ 1,163,124.50	\$ 342,813.25	\$ 11,562.25	\$ 1,517,500.00

EXHIBIT B-1 -- CIVIL PENALTIES

* PLACER: The money paid to the Placer District Attorney as costs and penalties, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the investigation and 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 \$45,000.00 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.

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

**** SAN BERNARDINO: \$40,000.00 is to be allocated for SWCPP penalties and distributed as such.

***** SAN JOAQUIN: Business and Professions Code § 17200 Penalties shall be paid to the "Treasurer of San Joaquin County".

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

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

EXHIBIT B-2 -- CIVIL PENALTIES

Agency	Civil Penalties - Health and Safety §25515.2 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Regulatory Agencies
Alameda Co. - Berkeley City Toxics Management Division	\$ 625.00	\$ -	\$ 625.00
Alameda Co. - City of San Leandro Environmental Services	\$ 1,562.50	\$ -	\$ 1,562.50
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	\$ 500.00	\$ -	\$ 500.00
Alameda Co. - Hayward City Fire Dept.	\$ 1,062.50	\$ -	\$ 1,062.50
Alameda Co. - Livermore/Pleasanton Fire Dept. Haz Mat Unit*(see below)	\$ 562.50	\$ -	\$ 562.50
Alameda Co. - Union City Economic & Community Development Dept., Environmental Programs Division	\$ 500.00	\$ -	\$ 500.00
Alameda Co. -Environmental Health Services	\$ 1,375.00	\$ -	\$ 1,375.00
Amador Co. - Environmental Health Department	\$ 500.00	\$ -	\$ 500.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 4,937.50	\$ -	\$ 4,937.50
Department of Toxic Substances Control	\$ -	\$ 23,124.50	\$ 23,124.50
El Dorado Co. - Environmental Mgmt. Dept.	\$ 1,000.00	\$ -	\$ 1,000.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 8,812.50	\$ -	\$ 8,812.50
Glenn Co. - Air Pollution Control District	\$ 500.00	\$ -	\$ 500.00
Humboldt Co. - Div. of Environmental Health	\$ 1,625.00	\$ -	\$ 1,625.00
Kern Co. - Bakersfield City Fire Department	\$ 3,000.00	\$ -	\$ 3,000.00
Kern Co. - Environmental Health Services Department	\$ 4,500.00	\$ -	\$ 4,500.00
Kings Co. - Environmental Health Services	\$ 1,000.00	\$ -	\$ 1,000.00
Lake Co. - Division of Environmental Health	\$ 875.00	\$ -	\$ 875.00
Lassen Co. - Department of Environmental Health	\$ 500.00	\$ -	\$ 500.00
Los Angeles Co. - Long Beach Environmental Health	\$ 1,250.00	\$ -	\$ 1,250.00
Los Angeles Co. - Fire Health Hazmat	\$ 24,750.00	\$ -	\$ 24,750.00
Madera Co. - Dept. of Environmental Health	\$ 750.00	\$ -	\$ 750.00
Marin Co. - Dept. of Public Works, Waste Mngt. Div.	\$ 1,625.00	\$ -	\$ 1,625.00
Mendocino Co. - Environmental Health Division	\$ 1,000.00	\$ -	\$ 1,000.00
Merced Co. - Division of Environmental Health	\$ 1,625.00	\$ -	\$ 1,625.00
Monterey Co. - Environmental Health Division	\$ 22,500.00	\$ -	\$ 22,500.00
Orange Co. - City of Anaheim Fire Department	\$ 812.50	\$ -	\$ 812.50
Orange Co. - Environmental Health**(see below)	\$ 8,250.00	\$ -	\$ 8,250.00
Placer Co. - Environmental Health Division	\$ 1,562.50	\$ -	\$ 1,562.50
Placer Co. - Roseville City Fire Dept.	\$ 1,000.00	\$ -	\$ 1,000.00
Plumas Co. - Environmental Health	\$ 500.00	\$ -	\$ 500.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 12,875.00	\$ -	\$ 12,875.00
Sacramento Co. -Environmental Mgmt. Dept.	\$ 26,062.50	\$ -	\$ 26,062.50
San Benito Co. - Health Dept.	\$ 500.00	\$ -	\$ 500.00
San Bernardino Co. - Fire Haz Mat	\$ 47,750.00	\$ -	\$ 47,750.00
San Diego Co. - Dept. of Environmental Health	\$ 28,937.50	\$ -	\$ 28,937.50
San Joaquin Co. - Environmental Health Department	\$ 64,000.00	\$ -	\$ 64,000.00
San Luis Obispo Co. - Environmental Health Services	\$ 2,875.00	\$ -	\$ 2,875.00
San Mateo Co. - Environmental Health Division	\$ 2,500.00	\$ -	\$ 2,500.00
Santa Barbara Co. - Environmental Health Services	\$ 1,125.00	\$ -	\$ 1,125.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 7,687.50	\$ -	\$ 7,687.50
Santa Clara Co. - Gilroy Building, Life and Environmental Safety	\$ 1,625.00	\$ -	\$ 1,625.00
Santa Clara Co. - City of Santa Clara Fire Department	\$ 1,875.50	\$ -	\$ 1,875.50
Santa Clara Co. - Sunnyvale Department of Public Safety/HMD	\$ 500.00	\$ -	\$ 500.00
Santa Cruz Co. - Environmental Health	\$ 2,250.00	\$ -	\$ 2,250.00
Shasta Co. - Environmental Health Division	\$ 1,875.00	\$ -	\$ 1,875.00
Siskiyou Co. - Environmental Health Division	\$ 500.00	\$ -	\$ 500.00
Solano Co. - Environmental Health Services	\$ 12,937.50	\$ -	\$ 12,937.50
Sonoma Co. - City of Healdsburg/City of Sebastopol JPA	\$ 500.00	\$ -	\$ 500.00
Sonoma Co. - Fire & Emergency Services Dept.	\$ 1,062.50	\$ -	\$ 1,062.50
Sonoma Co. - Petaluma City Fire Department	\$ 500.00	\$ -	\$ 500.00
Sonoma Co. - Santa Rosa City Fire	\$ 1,250.00	\$ -	\$ 1,250.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 4,937.50	\$ -	\$ 4,937.50
Sutter Co. - Environmental Health Services	\$ 500.00	\$ -	\$ 500.00

EXHIBIT B-2 -- CIVIL PENALTIES

Agency	Civil Penalties - Health and Safety §25515.2 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Regulatory Agencies
Tehama Co. - Environmental Health Dept	\$ 1,000.00	\$ -	\$ 1,000.00
Tulare Co. - Environmental Health	\$ 13,125.00	\$ -	\$ 13,125.00
Tuolumne Co. - Environmental Health	\$ 500.00	\$ -	\$ 500.00
Ventura Co. - City of Oxnard Fire Dept.	\$ 750.00	\$ -	\$ 750.00
Ventura Co. - Environmental Health Division	\$ 3,000.00	\$ -	\$ 3,000.00
Yolo Co. - Environmental Health	\$ 11,812.50	\$ -	\$ 11,812.50
Yuba Co. - Environmental Health Dept.	\$ 500.00	\$ -	\$ 500.00
Total - Agency Civil Penalties	\$ 354,375.50	\$ 23,124.50	\$ 377,500.00
* ALAMEDA: The agency requested that the check be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account".			
**ORANGE: \$8,250.00 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 – SUPPLEMENTAL ENVIRONMENTAL PROJECTS*

- 1. Environmental Protection Prosecution Fund.** DEFENDANT shall provide the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) to be used by the Craig Thompson Environmental Protection Prosecution Fund (“CTEPP Fund”) for purposes consistent with the mission of the CTEPP Fund.
- 2. California CUPA Environmental Protection Trust Fund.** DEFENDANT shall provide the amount of Fifty Thousand Dollars (\$50,000.00) to the 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.
- 3. California District Attorneys Association Environmental Project.*** DEFENDANT shall provide the amount of Fifty Thousand Dollars (\$50,000.00) to be used by the California District Attorneys Association Environmental Project for the purposes of providing training consistent with the objectives of the Environmental Project.
- 4. California District Attorneys Association Environmental Circuit Prosecutor Project.*** DEFENDANT shall provide the amount of Fifty Thousand Dollars (\$50,000.00) to be used by the California District Attorneys Association Environmental Circuit Prosecutor Project for the purposes of providing training consistent with the objectives of the Environmental Circuit Prosecutor Project.
- 5. Western States Project.*** DEFENDANT shall provide the amount of Twenty-Five Thousand Dollars (\$25,000.00) to be used by the Western States Project for the purposes of providing training consistent with the objectives of the Western States Project.

6. California Hazardous Materials Investigators Association (CHMIA).*

DEFENDANT shall provide the amount of Twenty-Five Thousand Dollars (\$25,000.00) to be used by CHMIA to fund partial scholarships for attendance and participation at their annual training conference presented by CHMIA.

7. California Advanced Environmental Crimes Training Program (Cal-AECTP) in Conjunction with the California Hazardous Material Investigators Association (CHMIA).

DEFENDANT shall provide Twenty-Five Thousand Dollars (\$25,000.00) to be used to help fully fund scholarships for this training. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals.

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

EXHIBIT D-1 -- COSTS

Agency	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 52,260.00
Fresno Co. District Attorney's Office	\$ 12,600.00
Kern Co. District Attorney's Office	\$ 560.00
Los Angeles City Attorney's Office	\$ 4,760.00
Los Angeles Co. District Attorney's Office	\$ 5,320.00
Marin Co. District Attorney's Office	\$ 560.00
Monterey Co. District Attorney's Office	\$ 69,480.00
Orange Co. District Attorney's Office	\$ 2,520.00
Riverside Co. District Attorney's Office*(see below)	\$ 5,880.00
Sacramento Co. District Attorney's Office**(see below)	\$ 2,800.00
San Bernardino Co. District Attorney's Office***(see below)	\$ 29,694.80
San Diego City Attorney's Office	\$ 54,500.00
San Diego Co. District Attorney's Office	\$ 29,828.87
San Francisco Co. District Attorney's Office	\$ 560.00
San Joaquin Co. District Attorney's Office	\$ 52,640.00
San Luis Obispo Co. District Attorney's Office	\$ 560.00
San Mateo Co. District Attorney's Office	\$ 560.00
Santa Cruz Co. District Attorney's Office	\$ 560.00
Solano Co. District Attorney's Office	\$ 2,800.00
Tulare Co. District Attorney's Office	\$ 7,980.00
Ventura Co. District Attorney's Office	\$ 11,200.00
Yolo Co. District Attorney's Office	\$ 34,200.00
Total - Prosecutor Costs	\$ 381,823.67
<p>*RIVERSIDE Costs: "Defendant" shall pay \$5,880.00 as costs to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.</p>	
<p>**SACRAMENTO: The money paid to the Sacramento District Attorney as costs and penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the investigation and 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.</p>	
<p>***SAN BERNARDINO: \$3,000.00 is to be allocated for SWCPP costs and distributed as such.</p>	

EXHIBIT D-2 -- COSTS

Agency	Total Costs to Agency
Department of Toxic Substances Control	\$ 2,590.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 1,400.00
Los Angeles Co. - Fire Health Hazmat	\$ 7,560.00
Orange Co. - Environmental Health *	\$ 280.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 3,360.00
San Bernardino Co. - Fire Haz Mat	\$ 3,080.00
San Diego Co. - Dept. of Environmental Health	\$ 1,960.00
San Joaquin Co. - Environmental Health Department	\$ 15,820.00
Tulare Co. - Environmental Health	\$ 2,709.00
Tulare Co. - City of Visalia Public Works	\$ 777.33
Ventura Co. - City of Oxnard Fire Dept	\$ 1,120.00
Ventura Co. - Environmental Health Division	\$ 1,680.00
Yolo Co. - Environmental Health	\$ 840.00
Total - Agency Costs	\$ 43,176.33

*ORANGE: \$280.00 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