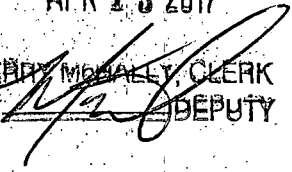


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County of Kern
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7 *of California.*

FILED
KERN COUNTY
SUPERIOR COURT

APR 13 2017

TERESA M. MALLORY, CLERK
BY:  DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF KERN - METROPOLITAN DIVISION**

10 * * * * *

11
12 **THE PEOPLE OF THE STATE OF**
13 **CALIFORNIA,**

14 **Plaintiff,**

15 **vs.**

16 **DOLGEN CALIFORNIA, LLC, a Tennessee**
17 **Limited Liability Company; DG STRATEGIC**
18 **II, LLC, a Tennessee Limited Liability**
19 **Company; and DG STRATEGIC VII, LLC, a**
Tennessee Limited Liability Company,

20 **Defendants.**

Case No.: **BCV-17-100804**
KCDA File No. **HM-4112**

UNLIMITED JURISDICTION

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION

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STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION

1 Plaintiff, The People of the State of California ("People"), generally appearing through its
2 attorneys: LISA S. GREEN, District Attorney of Kern County, by JOHN T. MITCHELL, Deputy
3 District Attorney; JEFF W. REISIG, District Attorney of Yolo County, by DAVID J. IREY,
4 Assistant Chief Deputy District Attorney; GREGORY D. TOTTEN, District Attorney of Ventura
5 County, by MITCHELL F. DISNEY, Senior Deputy District Attorney; TODD D. RIEBE, District
6 Attorney of Amador County, by ROBERT E. NICHOLS, Deputy District Attorney; MICHAEL
7 L. RAMSEY, District Attorney of Butte County, by ROBERT E. NICHOLS, Deputy District
8 Attorney; BARBARA M. YOOK, District Attorney of Calaveras County, by ROBERT E.
9 NICHOLS, Deputy District Attorney; MATTHEW R. BEAUCHAMP, District Attorney of
10 Colusa County, by ROBERT E. NICHOLS, Deputy District Attorney; MARK A. PETERSON,
11 District Attorney of Contra Costa County, by STACEY GRASSINI, Deputy District Attorney;
12 LISA A. SMITTCAMP, District Attorney of Fresno County, by SABRINA D. ASHJIAN,
13 Deputy District Attorney; DUANE STEWART, District Attorney of Glenn County, by ROBERT
14 E. NICHOLS, Deputy District Attorney; KEITH FAGUNDES, District Attorney of Kings
15 County, by ROBERT E. NICHOLS, Deputy District Attorney; DON A. ANDERSON, District
16 Attorney of Lake County, by ROBERT E. NICHOLS, Deputy District Attorney; STACEY L.
17 MONTGOMERY, District Attorney of Lassen County, by ROBERT E. NICHOLS, Deputy
18 District Attorney; JACKIE LACEY, District Attorney of Los Angeles County, by DANIEL J.
19 WRIGHT, Deputy District Attorney; DAVID LINN, District Attorney of Madera County, by
20 ROBERT E. NICHOLS, Deputy District Attorney; LARRY D. MORSE II, District Attorney of
21 Merced County, by ROBERT E. NICHOLS, Deputy District Attorney; DEAN D. FLIPPO,
22 District Attorney of Monterey County, by ANNE M. MICHAELS, Assistant District Attorney;
23 CLIFFORD NEWELL, District Attorney of Nevada County, by ROBERT E. NICHOLS, Deputy
24 District Attorney; TONY RACKAUCKAS, District Attorney of Orange County, by WILLIAM
25 G. FALLON, Deputy District Attorney; R. SCOTT OWENS, District Attorney of Placer County,
26 by JANE CRUE, Deputy District Attorney; DAVID HOLLISTER, District Attorney of Plumas
27 County; MIKE HESTRIN, District Attorney of Riverside County, by LAUREN MARTINEAU,
28 Deputy District Attorney; ANNE MARIE SCHUBERT, District Attorney of Sacramento County,

1 by DOUGLAS WHALEY, Supervising Deputy District Attorney; MICHAEL A. RAMOS,
2 District Attorney of San Bernardino County, by DOUGLAS POSTON, Deputy District Attorney;
3 TORI VERBER SALAZAR, District Attorney of San Joaquin County, by CELESTE KAISCH,
4 Deputy District Attorney; JOYCE E. DUDLEY, District Attorney of Santa Barbara County, by
5 ROBERT E. NICHOLS, Deputy District Attorney; STEPHANIE A. BRIDGETT, District
6 Attorney of Shasta County, by ANAND B. JESRANI, Deputy District Attorney; J. KIRK
7 ANDRUS, District Attorney of Siskiyou County; KRISHNA A. ABRAMS, District Attorney of
8 Solano County, by DIANE M. NEWMAN, Deputy District Attorney; JILL R. RAVITCH,
9 District Attorney of Sonoma County, by ANN GALLAGHER-WHITE, Deputy District Attorney;
10 BIRGIT A. FLADAGER, District Attorney of Stanislaus County, by RICHARD B. MURY III,
11 Deputy District Attorney; AMANDA HOPPER, District Attorney of Sutter County, by ROBERT
12 E. NICHOLS, Deputy District Attorney; GREGG COHEN, District Attorney of Tehama County,
13 by ROBERT E. NICHOLS, Deputy District Attorney; ERIC HERYFORD, District Attorney of
14 Trinity County; TIM WARD, District Attorney of Tulare County, by DARLA J. KAISER, Senior
15 Deputy District Attorney; LAURA L. KRIEG, District Attorney of Tuolumne County, by
16 ROBERT E. NICHOLS, Deputy District Attorney; PATRICK MCGRATH, District Attorney of
17 Yuba County, by ROBERT E. NICHOLS, Deputy District Attorney; MAGGIE FLEMING,
18 District Attorney of Humboldt County, by ROBERT E. NICHOLS, Deputy District Attorney; and
19 DOLGEN CALIFORNIA, LLC, DG STRATEGIC II, LLC, and DG STRATEGIC VII, LLC,
20 (hereafter "Defendants") generally appearing through its attorneys MORRISON & FOERSTER
21 LLP, by MICHAEL JACOB STEEL, ESQ., do hereby stipulate and agree that the following Final
22 Judgment and Permanent Injunction may be entered by the Court in the above entitled matter.

23 **NOW THEREFORE, UPON THE CONSENT OF THE PARTIES, IT IS HEREBY**
24 **ORDERED, ADJUDGED, AND DECREED:**

25 **FINAL JUDGMENT AND PERMANENT INJUNCTION**

26 **1. JURISDICTION**

27 The Parties are generally appearing before the Superior Court of California, County of
28 Kern.

1 **2. SETTLEMENT OF DISPUTED CLAIMS**

2 This Final Judgment and Permanent Injunction is not an admission by Defendants
3 regarding any issue of law or fact in the above-captioned matter or any violation of any law. All
4 parties have agreed that this Final Judgment and Permanent Injunction is a fair and reasonable
5 resolution of the Covered Matters (as defined in Paragraph 6 herein) and that this Judgment is in
6 the best interest of the public. All parties have stipulated and consented to the entry of this Final
7 Judgment and Permanent Injunction prior to the taking of any proof, and without trial or
8 adjudication of any fact or law herein. The Parties hereby also waive their right to appeal.

9 **3. DEFINITIONS**

10 Except where otherwise expressly defined in this Final Judgment and Permanent
11 Injunction, all terms shall be interpreted consistent with Chapters 6.5 and 6.95 of Division 20 of
12 the Health and Safety Code and the regulations promulgated under these Chapters and Sections.

13 “Certified Unified Program Agency” or “CUPA” is an agency certified by the California
14 Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of the Health and
15 Safety Code and California Code of Regulations, Title 27, to implement certain State
16 environmental programs within the local agency’s jurisdiction.

17 “Facilities” means the retail stores and distribution centers listed in **Exhibit A** currently
18 operated, or owned as well as any acquired subsequent to the effective date of this Final Judgment
19 and Permanent Injunction, by Defendants within the State of California.

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

22 **4. INJUNCTIVE RELIEF**

23 4.1 Applicability

24 The provisions of this injunction are applicable to Defendants, and all persons,
25 partnerships, corporations, and other entities acting under, by, through, on behalf of, or in concert
26 with Defendants with actual or constructive knowledge of this Injunction.

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1 4.2 **General Injunctive Provision**

2 Pursuant to the provisions of Health and Safety Code Sections 25181, 25515.6, and
3 25515.8 and Business and Professions Code Section 17203, Defendants are permanently
4 enjoined from violating Health and Safety Code Chapters 6.5 and 6.95 of Division 20 of the
5 California Health and Safety Code and the regulations promulgated under these chapters.
6 Notwithstanding any other provision in this Final Judgment and Permanent Injunction, nothing in
7 this Final Judgment and Permanent Injunction shall relieve Defendants from prospectively
8 complying with any and all applicable laws and regulations, nor shall any term of this Final
9 Judgment and Permanent Injunction extend to Defendants' facilities outside the state of
10 California.

11 4.3 **Specific Injunctive Provisions**

12 Pursuant to the provisions of Health and Safety Code Sections 25181, 25515.6, and
13 25515.8 and Business and Professions Code Section 17203, Defendants are enjoined,
14 restrained, and prohibited from doing any of the following:

15 4.3.a. Disposing, or causing the disposal of, any hazardous waste at any point not
16 authorized or permitted by the Department of Toxic Substances Control ("DTSC"), in violation
17 of Health & Safety Code Section 25189.

18 4.3.b. Failing, refusing, or neglecting to make hazardous waste determinations at any
19 Facility as required by California Code of Regulations, Title 22, Section 66262.11 [Hazardous
20 Waste Determination].

21 4.3.c. Failing to manage every item of hazardous waste as required by Chapter 6.5 of
22 the Health and Safety Code and its implementing regulations in the California Code of
23 Regulations, Title 22.

24 4.3.d. Transporting, transferring custody of, or causing to be transported in California any
25 hazardous waste unless the transporter is registered to transport hazardous waste, as required by
26 Health & Safety Code Section 25163.

27 4.3.e. Failing to lawfully and timely dispose of all accumulated hazardous waste at each
28 Facility as required by California Code of Regulations, Title 22, Section 66262.34 [Accumulation

1 Time;] failing to timely cause to be prepared and filed with the DTSC a hazardous waste manifest
2 for all hazardous waste that is transported, or submitted for transportation, for offsite handling,
3 treatment, storage, disposal, or any combination thereof, from any Facility as required by Health
4 & Safety Code Section 25160(b)(2) and California Code of Regulations, Title 22, Section
5 66262.23 [Use of the Manifest]; or failing to timely notify the DTSC by filing an exception report
6 concerning the treatment, storage, or disposal facility's failure to return any executed manifest, as
7 required by Health & Safety Code Section 25160(b)(3).

8 4.3.f. Failing to contact the transporter and/or the owner or operator of the designated
9 facility that was to receive any hazardous waste to determine the status of the hazardous waste in
10 the event of non-receipt of a copy of the manifest with the handwritten signature of the owner or
11 operator of the designated facility within thirty-five (35) days of the date the waste was accepted
12 by the initial transporter, as required by Title 22 of the California Code of Regulations, Section
13 66262.42.

14 4.3.g. Treating, storing, disposing of, transporting, or offering for transportation any
15 hazardous waste without having received and used a proper identification number from the U.S.
16 Environmental Protection Agency or DTSC for the originating facility, as required by Title 22 of
17 the California Code of Regulations Section 66262.12, subdivision (a) [Identification Numbers for
18 the Generator].

19 4.3.h. Failing to maintain hazardous waste storage at each Facility, as required by Health
20 & Safety Code Section 25123.3 and California Code of Regulations, Title 22, Sections 66262.34
21 [Accumulation Time], 66265.173 [Management of Containers] and 66265.177 [Special
22 Requirements for Incompatible Wastes].

23 4.3.i. Failing to conduct inspections of hazardous waste storage areas, at each Facility,
24 as required by California Code of Regulations, Title 22, Sections 66262.34 and 66265.174
25 [Inspections (weekly)].

26 4.3.j. Failing to comply with employee-training obligations required by California Code
27 of Regulations, Title 22, Section 66265.16 [Personnel Training], pertaining to the management of
28 hazardous waste.

1 4.3.k. Failing to immediately report any release or threatened release of a reportable
2 quantity of any hazardous material from any Facility into the environment, as required by Health
3 and Safety Code Sections 25501, 25507, and/or 25510.

4 4.3.l. Failing to continuously implement, maintain, and submit to the responsible CUPA
5 a complete hazardous materials business plan, for each Facility, as required by Health and Safety
6 Code Section 25507 and California Code of Regulations, Title 19, Section 2650 [Minimum
7 Standards for Business Plans].

8 4.3.m. Failing to properly manage, mark, store, and maintain records of universal waste at
9 each Facility in compliance with the standards for universal waste management found in
10 California Code of Regulations, Title 22, Sections 66273.33 through 66273.36 and 66273.39
11 [Universal Waste Management Requirements for Batteries, Lamps, and Mercury-Containing
12 Equipment;] or, in the alternative, failing to manage such waste as hazardous waste as required by
13 Chapter 6.5 of the Health and Safety Code and its implementing regulations in the California
14 Code of Regulations, Title 22, including, but not limited to, Section 66262.34.

15 4.3.n. Failing to comply with the requirements for the transportation of hazardous
16 materials in California as required under the Vehicle Code.

17 4.3.o. Failing to comply with the requirements of Health and Safety Code
18 Section 110286.

19 4.3.p. Failing to comply with the California Medical Waste Management Act, Health
20 and Safety Code Sections 117600, et seq.

21 4.4. **Compliance Assurance Program**

22 Pursuant to the provisions of Health and Safety Code Sections 25181, 25515.6, and
23 25515.8 and Business and Professions Code Section 17203, Defendants shall collectively
24 expend \$138,000.00 (One Hundred Thirty-Eight Thousand Dollars) on Compliance Assurance
25 Programs described in this paragraph to augment the injunctive provisions of this Final

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1 Judgment and Permanent Injunction. Each Defendant shall ensure the implementation of the
2 following Compliance Assurance Programs:

3 4.4.a. Distribution Center. DG Strategic VII, LLC, shall, on an annual basis for the
4 five years following approval of this Final Judgment and Permanent Injunction, conduct one
5 independent third-party audit of the compactor at its California Distribution Center to assure
6 ongoing compliance with the requirements of this Final Judgment and Permanent Injunction.

7 4.4.a.1. First Violation. In the event any independent third-party audit finds
8 any violation of California Health and Safety Code Chapter 6.5 of Division 20 of the
9 California Health and Safety Code, and the regulations promulgated under that chapter,
10 Defendant, DG Strategic VII, LLC, shall, within ninety (90) days of receiving such a
11 finding, deliver to every employee at its California Distribution Center whose
12 responsibilities include hazardous waste management a notice reminding each employee
13 not to improperly dispose of hazardous waste to a compactor.

14 4.4.a.2. Consecutive Violations. In the event an independent third-party audit
15 conducted in two consecutive years finds any violation of California Health and Safety
16 Code Chapter 6.5 of Division 20 of the California Health and Safety Code, at its
17 California Distribution Center, and the regulations promulgated under that chapter,
18 Defendant DG Strategic VII, LLC, shall, within ninety (90) days of receiving such a
19 finding, require every employee at the California Distribution Center whose
20 responsibilities include waste management to complete a refresher course on compliance
21 with hazardous waste and material law.

22 4.4.b. Retail Stores. Defendants Dolgen California, LLC, and DG Strategic II, LLC,
23 shall, on an annual basis for the five years following approval of this Final Judgment and
24 Permanent Injunction, conduct independent third-party audits of dumpsters at ten (10) randomly
25 selected retail locations operating in California, to assure ongoing compliance with the
26 requirements of this Final Judgment and Permanent Injunction.

27 4.4.b.1. First Violation. In the event any independent third-party audit finds any
28 violation of California Health and Safety Code Chapters 6.5 of Division 20 of the

1 California Health and Safety Code, and the regulations promulgated under that chapter,
2 Dolgen California, LLC, and DG Strategic II, LLC, shall, within ninety (90) days of
3 receiving such a finding, deliver to every store-level employee at their stores at which
4 the violation was observed a notice reminding each employee not to improperly dispose
5 of hazardous waste.

6 4.4.b.2. Violations at Fifty Percent of Facilities. In the event the independent
7 third-party audits conducted in any calendar year result in findings of one or more
8 violations of California Health and Safety Code Chapter 6.5 and the regulations
9 promulgated under that chapter at fifty percent (50%) of the stores audited, Dolgen
10 California, LLC, and DG Strategic II, LLC, shall, within ninety (90) days of receiving
11 such a finding, deliver to every store-level employee at every Dolgen California, LLC,
12 retail facility and every DG Strategic II, LLC, retail facility a notice reminding each such
13 employee not to improperly dispose of hazardous waste.

14 4.4.b.3. Violation at Seventy-Five Percent of Facilities. In the event the
15 independent third-party audits conducted in any calendar year result in findings of one or
16 more violations of California Health and Safety Code Chapter 6.5 and the regulations
17 promulgated under this chapter at seventy-five percent (75%) of the stores audited,
18 Dolgen California, LLC, and DG Strategic II, LLC, shall, within ninety (90) days of
19 receiving such a finding, require every store-level employee whose responsibilities
20 include hazardous waste management to complete a refresher course on the compliance
21 with California hazardous waste and material laws. Dolgen California, LLC, and DG
22 Strategic II, LLC, shall also, within ninety (90) days of the finding, deliver to each
23 Regional Manager, and District Manager, a notice stating that seventy-five percent
24 (75%) of the stores audited failed to properly dispose of hazardous waste.

25 4.4.b.4. In the event the independent third-party audits required by
26 Paragraph 4.4.b., conducted in the first two calendar years following the entry of this
27 Judgment, result in findings of no violations in more than fifty percent (50%) of the
28 audited stores (five (5) out of ten (10) or more), the required number of independent

1 third-party audited stores required under Paragraph 4.4.b shall be reduced to five (5)
2 stores per calendar year. However, if in any calendar year the violations are found in
3 two (2) or more stores, the number of stores audited per year shall return to the level set
4 forth in Paragraph 4.4.b. and remain at that level for the duration of the term set forth in
5 Paragraph 4.4.b.

6 4.4.c. Independent Auditor. Defendants shall identify and retain an independent third-
7 party auditor within sixty (60) days of the approval of this Final Judgment and Permanent
8 Injunction by the Court and shall serve each person listed in **Exhibit B** with a statement
9 identifying the name, address, and telephone number of the independent third-party auditor.
10 Defendants shall notify each person listed in **Exhibit B** within sixty (60) days of any change in
11 such third-party auditor. Defendants shall require that the independent third-party auditor
12 prepare a detailed annual audit statement by within thirty (30) days following completion of the
13 last required audit. The statement shall identify each facility location audited and the results of
14 that audit. Defendants shall provide a copy of the statement to each person identified in
15 **Exhibit B**. The service required by this paragraph may be by email with access to documents
16 through a cloud-based application.

17 4.4.d. Training. Each Defendant shall maintain proof of the training required by
18 California Code of Regulations, Title 22, Section 66265 for each employee employed at any of its
19 Facilities as follows:

20 4.4.d.1. For each "Hazardous Waste and Materials Training" and/or "Hazardous
21 Waste Handling Guidelines Training" and/or "Hazardous Waste Management Training,"
22 Defendants shall maintain a "Training Roster" identifying the person providing the
23 training, the location where the training was conducted, a listing of the name of each
24 employee attending the training, the employee identification number for each employee
25 attending the training, the date of the training, and the employee's signature
26 acknowledging attendance at the training.

27 4.4.d.2. A copy of the "Training Roster" evidencing each employee's training
28 shall be maintained at each facility location where the employee provides any labor or

1 services. Such records may be maintained electronically. In the event that such records
2 are not available during a governmental inspection, Defendant shall provide such records
3 to the inspector by the close of the following business day.

4 4.4.d.3. Each Defendant shall review the training records on a quarterly basis to
5 ensure each employee at the facility has received the training required pursuant to
6 Title 22, Section 66265.16 and that less than one year has elapsed since the employee last
7 received the required training.

8 4.4.d.4. Neither Defendant shall permit an employee to provide labor or services
9 relating to the storage or disposal of hazardous waste if the employee has not received the
10 required training or more than one year has elapsed since the employee was last trained
11 as required by Title 22, Section 66265.16

12 4.4.d.5. Each Defendant shall, at each Facility, maintain a copy of that Facility's
13 Training Roster for a period of five (5) years from the date the training was conducted,
14 regardless of the duration of the employee's employment.

15 4.4.d.6. Each Defendant shall promptly make available upon request by any
16 CUPA Inspector, peace officer, agent of the Department of Justice, California
17 Environmental Protection Agency, the Department of Toxic Substances Control, or
18 District Attorney all Training Rosters and Training records for each facility. In the event
19 that such records are not available during a governmental inspection, Defendant shall
20 provide such records to the inspector by the close of the following business day.

21 4.4.e. Scanners. Each Defendant shall maintain a system of electronic scanning devices
22 providing real-time guidance to employees regarding the proper management of hazardous waste
23 at the Facilities. Defendants shall continue the use of such electronic scanning devices for a
24 period of five (5) years after the effective date of this Final Judgment and Permanent Injunction.

25 4.4.f. Compliance Employee. Defendants collectively shall employ one (1) full-time
26 employee, or equivalent, responsible for environmental, health, regulatory, and safety compliance
27 assurance at the Current Facilities ("Full-Time Employee") for a period of five (5) years after the
28 effective date of this Final Judgment and Permanent Injunction. This Full-Time Employee may

1 be employed by Defendant or a Defendant affiliate, subsidiary, or parent and may be employed in
2 Defendant's locations within or outside of California. It is recognized that the Full-Time
3 Employee may also have other responsibilities, including, without limitation, environmental,
4 health, regulatory, and safety matters not related to hazardous waste. Defendant shall make good
5 faith efforts to continually staff this position, but it is recognized that there may be an occasional
6 vacancy due to staffing transitions or other staffing interruptions.

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

8 **5.1 Civil Penalties**

9 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall
10 collectively pay Five Hundred Thousand Dollars (\$500,000.00) as civil penalties pursuant to
11 Health and Safety Code Sections 25189 and 25515, and Business and Professions Code
12 Section 17206, in accordance with the terms of Exhibits C-1 and C-2, attached.

13 **5.2 Supplemental Environmental Projects**

14 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall
15 collectively pay One Hundred Twelve Thousand Dollars (\$112,000.00) for supplemental
16 environmental projects identified in, and in accordance with the terms of, Exhibit D, attached.

17 **5.3 Reimbursement of Costs of Investigation and Enforcement**

18 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall
19 collectively pay Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) for reimbursement
20 of attorney's fees, costs of investigation, and other costs of enforcement, to the entities identified
21 in, and in accordance with the terms of, Exhibits E-1 and E-2, attached.

22 **5.4 Payments and Expenditures**

23 The payment of all civil penalties, reimbursement of cost payments, and other
24 expenditures set forth in Paragraphs 5.1, 5.2, and 5.3, above, shall be made by checks and
25 delivered to the District Attorney's Office for the County of Kern, attention: John Mitchell, for
26 distribution pursuant to the terms of this Final Judgment and Permanent Injunction.

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1 **6. MATTERS COVERED BY THIS FINAL JUDGMENT AND PERMANENT**
2 **INJUNCTION**

3 6.1 As of the date this Final Judgment and Permanent Injunction is entered, it shall be
4 a final and binding resolution and settlement of all violations and causes of action arising from
5 the facts set forth in the Complaint as to Dollar General Corporation, Dolgen California, LLC,
6 DG Strategic II, LLC, and DG Strategic VII, LLC, including their successors in interest and their
7 officers and employees, which shall be known as "Covered Matters." Any claim, violation, or
8 cause of action that is not a Covered Matter is a "Reserved Claim." Reserved Claims include,
9 without limitation, any unknown violation, any violation that occurs after the filing of this Final
10 Judgment and Permanent Injunction, and any claim, violation, or cause of action against Dollar
11 General's independent contractors or subcontractors.

12 6.2 Reserved Claims also includes any claims or causes of action against Dollar
13 General Corporation, Dolgen California, LLC, DG Strategic II, LLC, and DG Strategic VII, LLC,
14 including their officers and employees, and each of them, for performance of cleanup, corrective
15 action, or response action for any actual past or future releases, spills, or disposals of hazardous
16 waste or hazardous substances that were caused or contributed to by any Defendant at or from
17 any of Defendants' Facilities and are not included as "Covered Matters."

18 6.3 In any subsequent action that may be brought by the People based on any
19 Reserved Claim, Dollar General Corporation, Dolgen California, LLC, DG Strategic II, LLC, and
20 DG Strategic VII, LLC, each agree that it will not assert that failing to pursue any Reserved
21 Claim as part of this action constitutes claim-splitting.

22 6.4 Any Claims by Dollar General Corporation, Dolgen California, LLC, DG Strategic
23 II, LLC, and DG Strategic VII, LLC, civil or administrative, against the People or against any
24 agency of the State of California, or any county or city in the State of California, or any CUPA,
25 Participating Agency, or local agency (collectively "Agencies"), or against any of their officers,
26 employees, representatives, agents, or attorneys, arising out of or related to any Covered Matter,
27 are hereby merged into and extinguished by this judgment; provided, however, that if any
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1 Agencies initiate claims against Dolgen California, LLC, DG Strategic II, LLC, and DG Strategic
2 VII, LLC, they shall retain any and all rights and defenses against such Agencies.

3 **7. EFFECT OF FINAL JUDGMENT AND PERMANENT INJUNCTION**

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

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

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

16 **9. INTERPRETATION**

17 This Final Judgment and Permanent Injunction was drafted equally by all Parties hereto.
18 Accordingly, any and all rules of construction holding that ambiguity is construed against the
19 drafting party shall not apply to the interpretation of this Final Judgment and Permanent
20 Injunction.

21 **10. INTEGRATION**

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

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1 **11. FUTURE REGULATORY CHANGES**

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

10 **12. TERMINATION OF COMPLIANCE PROGRAM**

11 The Defendants' obligations to engage in a compliance program pursuant to Paragraph 4.4
12 of this Final Judgment and Permanent Injunction shall terminate on the fifth anniversary of the
13 entry of this Final Judgment and Permanent Injunction.

14 **13. CONTINUING JURISDICTION**

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

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

19 Defendants shall permit any duly authorized representative of the People to inspect and
20 copy records and documents relevant to determine compliance with the terms of this Final
21 Judgment and Permanent Injunction. This paragraph shall not limit the People's authority access
22 or obtain information, records, and documents pursuant to any other statute or regulation.

23 **15. PAYMENT OF LITIGATION EXPENSES AND FEES**

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

26 **16. COUNTERPART SIGNATURES**

27 The stipulation for entry of this Final Judgment and Permanent Injunction may be
28 executed by the Parties in counterparts, each of which when executed, shall be deemed to be an

1 original and all of which together shall be deemed to be one and the same instrument binding
2 upon all of the parties hereto notwithstanding the fact that all parties are not signatory to the
3 original or the same counterpart. For purposes of this Stipulation, facsimile signatures shall be
4 deemed originals, and the parties agree to exchange original signatures as promptly as possible.

5 **17. INCORPORATION OF EXHIBITS**

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

7 **18. TERMINATION OF PERMANENT INJUNCTION**

8 The injunctive provisions of this Final Judgment and Permanent Injunction may be
9 modified only on noticed motion by one of the Parties with approval of the court or upon written
10 consent by all of the Parties and the approval of the court. No motion to terminate (as opposed to
11 modify) all or some of the injunctive portions of this Final Judgment and Permanent Injunction
12 may be brought prior to the expiration of five (5) years from the date this Final Judgment and
13 Permanent Injunction is filed with the Superior Court. Any motion to terminate all or some of the
14 injunctive portions of this Final Injunction shall state the basis for termination and explain the
15 reasons and rationale why the injunction is no longer necessary. Each party may present evidence
16 establishing compliance and/or noncompliance with the injunctive portions of the Final Judgment
17 and Permanent Injunction. The moving party shall bear the burden of establishing that the
18 injunctive provision(s) in question are no longer necessary to assure compliance with California
19 law. The termination of any injunctive provisions of this Final Judgment and Permanent
20 Injunction shall have no effect on Defendants' obligation to comply with the requirements
21 imposed by applicable statute, regulation, ordinance, or law.

22 **19. EFFECTIVE DATE OF FINAL JUDGMENT AND PERMANENT INJUNCTION**

23 This Final Judgment and Permanent Injunction shall become effective upon entry and
24 Notice of Entry of Judgment is waived.

25
26 **IT IS SO STIPULATED.**

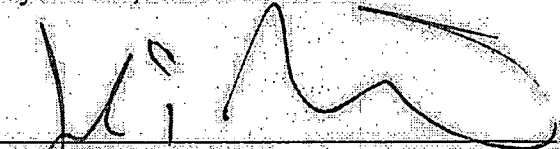
27 FOR THE PEOPLE:

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

DATED: 3-17-17

By: 
JOHN T. MITCHELL
Deputy District Attorney

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

DATED: _____

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

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

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

DATED: _____

By: _____ for
TODD D. RIEBE
District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy District Attorney

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

DATED: 3/8/17

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

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

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

DATED: _____

By: _____ for
TODD D. RIEBE
District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy District Attorney

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

DATED: _____

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

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

DATED: March 27, 2017

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

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

DATED: _____

By: _____ for
TODD D. RIEBE
District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy District Attorney

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

DATED: _____

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


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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

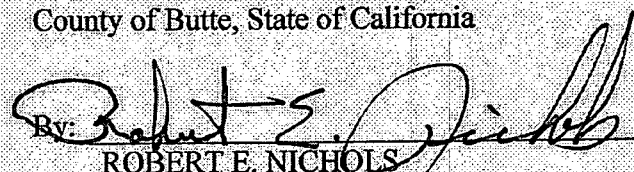
TODD D. RIEBE, District Attorney
County of Amador, State of California

DATED: 3/20/17

By:  for
TODD D. RIEBE
District Attorney

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

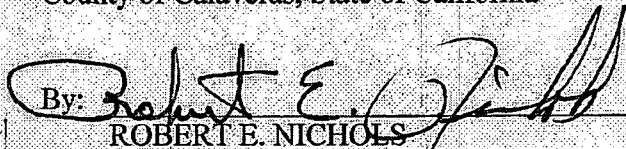
DATED: 3/20/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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BARBARA M. YOOK, District Attorney
County of Calaveras, State of California

DATED: 3/20/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

MATTHEW R. BEAUCHAMP, District Attorney
County of Colusa, State of California

DATED: 3/20/17

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

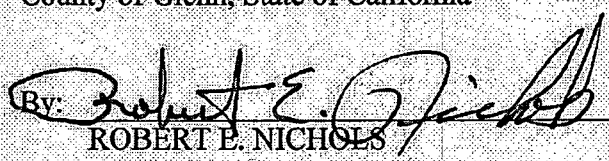
LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
SABRINA D. ASHJIAN
Deputy District Attorney

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

DATED: 3/20/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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BARBARA M. YOOK, District Attorney
County of Calaveras, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney


MATTHEW R. BEAUCHAMP, District Attorney
County of Colusa, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3-10-17

By: 
STACEY GRASSINI
Deputy District Attorney

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

DATED: _____

By: _____
SABRINA D. ASHJIAN
Deputy District Attorney

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

DATED: _____

By: _____
DUANE STEWART
District Attorney

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BARBARA M. YOOK, District Attorney
County of Calaveras, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

MATTHEW R. BEAUCHAMP, District Attorney
County of Colusa, 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

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

DATED: 3/23/17

By: Sabrina D. Ashjian
SABRINA D. ASHJIAN
Deputy District Attorney

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

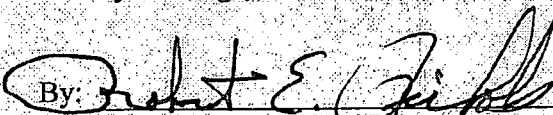
DATED: _____

By: _____
DUANE STEWART
District Attorney

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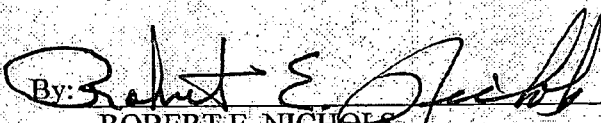
KEITH FAGUNDES, District Attorney
County of Kings, State of California

DATED: 3/20/17

By:  for
ROBERT E. NICHOLS
Deputy District Attorney

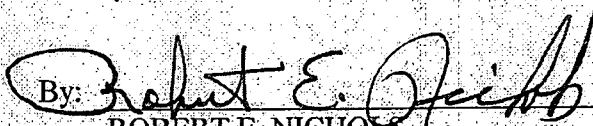
DON A. ANDERSON, District Attorney
County of Lake, State of California

DATED: 3/20/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/20/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

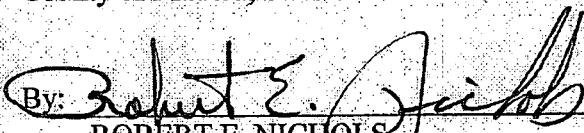
JACKIE LACEY, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

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

DATED: 3/20/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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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

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/23/17

By:  _____
DANIEL J. WRIGHT
Deputy District Attorney

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

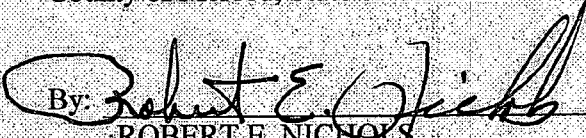
DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/20/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney


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

DATED: _____

By: _____
ANNE M. MICHAELS
Assistant District Attorney

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

DATED: 3/20/17

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

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: March 20, 2017

By: 
ANNE M. MICHAELS
Assistant District Attorney

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

DATED: _____

By: _____ for
CLIFFORD NEWELL
District Attorney

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

DATED: _____

By: _____
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ANNE M. MICHAELS
Assistant District Attorney

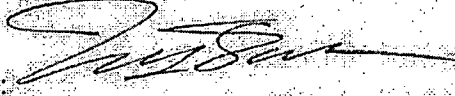
CLIFFORD NEWELL, District Attorney
County of Nevada, State of California

DATED: _____

By: _____ for
CLIFFORD NEWELL
District Attorney

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

DATED: 3/24/17

By: 
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: 3/23/2017

By: Jane Crue
JANE CRUE
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS for
DAVID HOLLISTER
District Attorney

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

DATED: _____

By: _____
LAUREN MARTINEAU
Deputy District Attorney

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

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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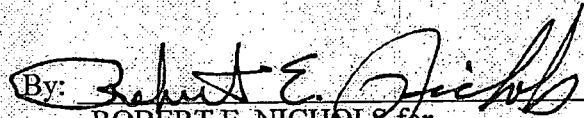
R. SCOTT OWENS, District Attorney
County of Placer, State of California

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

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

DATED: 3/20/17

By: 
ROBERT E. NICHOLS for
DAVID HOLLISTER
District Attorney

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

DATED: _____

By: _____
LAUREN MARTINEAU
Deputy District Attorney

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

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
DOUGLAS POSTON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney


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

DATED: _____

By: _____
ROBERT E. NICHOLS for
DAVID HOLLISTER
District Attorney

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

DATED: 3/29/17

By: 
LAUREN MARTINEAU
Deputy District Attorney

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

DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS for
DAVID HOLLISTER
District Attorney


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

DATED: _____

By: _____
LAUREN MARTINEAU
Deputy District Attorney

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

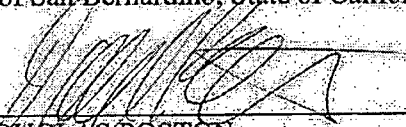
DATED: 3/27/17

By: 
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: 3/20/2017

By: 
DOUGLAS POSTON
Deputy District Attorney

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

DATED: _____

By: _____
CELESTE KAISCH
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

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

DATED: _____

By: _____
J. KIRK ANDRUS
District Attorney

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

DATED: _____

By: _____
DOUGLAS POSTON
Deputy District Attorney

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

DATED: 3/21/17

By: *Celeste Kaisch*
CELESTE KAISCH
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
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Deputy District Attorney

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

DATED: _____

By: _____
J. KIRK ANDRUS
District Attorney

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

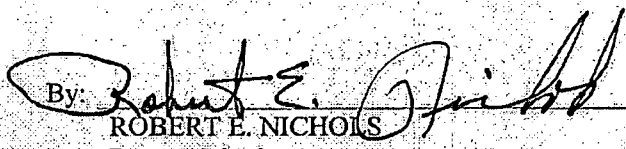
DATED: _____

By: _____

CELESTE KAISCH
Deputy District Attorney

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

DATED: 3/20/17

By: 

ROBERT E. NICHOLS
Deputy District Attorney

STEPHANIE BRIDGETT
Chief Assistant 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: 

J. KIRK ANDRUS
District Attorney

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MICHAEL A. RAMOS, District Attorney
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DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 03/20/2017

By: 
ANAND B. JESRANI
Deputy District Attorney

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

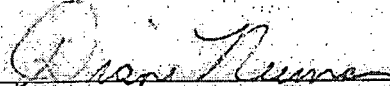
DATED: _____

By: _____
J. KIRK ANDRUS
District Attorney

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

DATED: 3/21/17

By: 
DIANE M. NEWMAN
Deputy District Attorney

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

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

DATED: _____

By: _____
DIANE M. NEWMAN
Deputy District Attorney

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

DATED: 3/23/17

By: M. T. O. for
ANN GALLAGHER-WHITE
Deputy District Attorney

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

DATED: _____

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DATED: _____

By: _____
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DATED: _____

By: _____
DIANE M. NEWMAN
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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: 3-7-17

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

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

DATED: _____

By: _____
DIANE M. NEWMAN
Deputy District Attorney

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

DATED: _____

By: _____
ANN GALLAGHER-WHITE
Deputy District Attorney

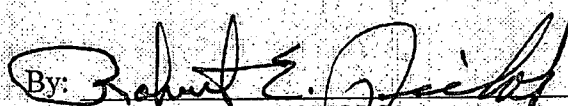
BIRGIT A. FLADAGER, District Attorney
County of Stanislaus, State of California

DATED: _____

By: _____
RICHARD B. MURY III
Deputy District Attorney

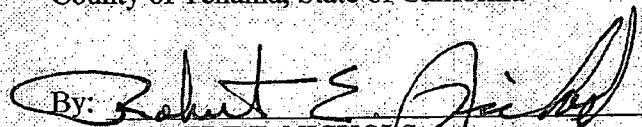
AMANDA HOPPER, District Attorney
County of Sutter, State of California

DATED: 3/20/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

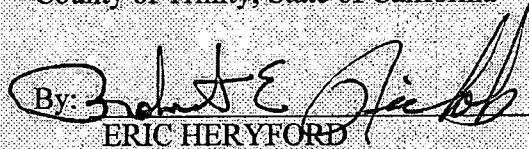
DATED: 3/20/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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ERIC HERYFORD, District Attorney
County of Trinity, State of California

DATED: 3/20/17

By:  for
ERIC HERYFORD
District Attorney


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

DATED: _____

By: _____
DARLA J. KAISER
Senior Deputy District Attorney

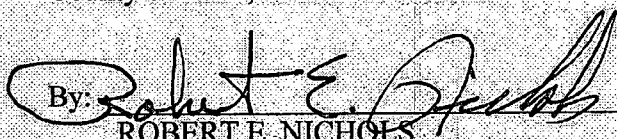
LAURA L. KRIEG, District Attorney
County of Tuolumne, State of California

DATED: 3/20/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

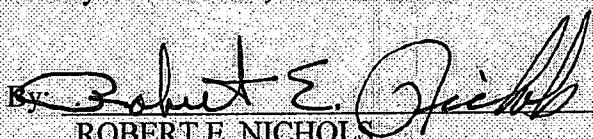
PATRICK MCGRATH, District Attorney
County of Yuba, State of California

DATED: 3/20/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/20/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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ERIC HERYFORD, District Attorney
County of Trinity, State of California

DATED: _____

By: _____ for
ERIC HERYFORD
District Attorney

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

DATED: 3-13-17

By:  _____
DARLA J. KAISER
Senior Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

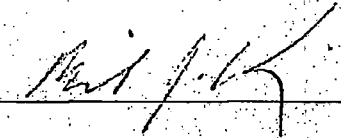
By: _____
ROBERT E. NICHOLS
Deputy District Attorney

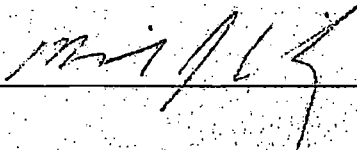
MAGGIE FLEMING, District Attorney
County of Humboldt, State of California

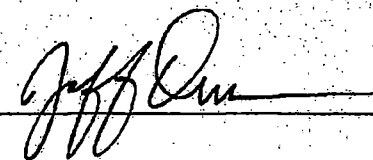
DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

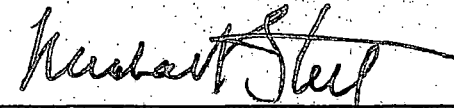
1 FOR DOLGEN CALIFORNIA, LLC, DG STRATEGIC II, LLC and DG STRATEGIC
2 VII, LLC:

3 DATED: 4-7-2017 By: 

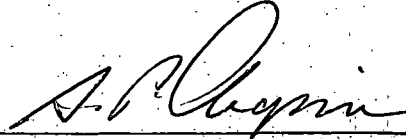
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9 DATED: 4/11/2017 By: 

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14 REVIEWED AND APPROVED AS TO FORM AND CONTENT:

15
16 DATED: 4/11/17 MORRISON & FOERSTER LLP
17
18 By: 
19 MICHAEL JACOB STEEL
20 Attorneys for Dolgen California, LLC,
21 DG Strategic II, LLC and
22 DG Strategic VII, LLC

23 IT IS SO ORDERED.

24
25 DATED: 4/13/17
26 
27 JUDGE OF THE SUPERIOR COURT
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DOLLAR GENERAL EXHIBITS

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EXHIBIT A
Dollar General Facilities

Exhibit A -- California Dollar General Facilities

0.1	Store Number	Address	City	State	County	DG Open Date
1	15506	19310 Ridge Road	Pine Grove	CA	Amador	7/3/2015
2	16170	9386 Midway	Durham	CA	Butte	5/22/2016
3	14791	1480 Highway 99	Gridley	CA	Butte	4/14/2014
4	15351	14004 Lakeridge Circle	Magalia	CA	Butte	2/7/2015
5	15300	2084 3Rd Street	Oroville	CA	Butte	7/12/2014
6	14506	2626 Lincoln Blvd	Oroville	CA	Butte	3/30/2014
7	15507	5240 Olive Hwy	Oroville	CA	Butte	3/14/2015
8	14865	6574 Clark Road	Paradise	CA	Butte	11/8/2014
9	14477	6625 Skyway Rd	Paradise	CA	Butte	9/29/2013
10	16311	1799 Hwy 4	Arnold	CA	Calaveras	1/10/2016
11	14972	695 Hillgate Road	Arbuckle	CA	Colusa	7/14/2014
12	14864	819 Bridge Street	Colusa	CA	Colusa	7/27/2014
13	14729	20 W 10Th St	Antioch	CA	Contra Costa	4/27/2014
14	13586	7820 Brentwood Blvd	Brentwood	CA	Contra Costa	7/16/2012
15	14724	2150 Solano Way	Concord	CA	Contra Costa	8/11/2013
16	13518	80 West Bullard #101	Clovis	CA	Fresno	7/6/2012
17	13673	550 E. Elm	Coalinga	CA	Fresno	6/15/2013
18	15299	130 N. 8Th Street	Fowler	CA	Fresno	3/28/2015
19	13756	1625 N. Fruit Avenue	Fresno	CA	Fresno	11/2/2012
20	14604	2626 E. Ashlan Ave.	Fresno	CA	Fresno	7/13/2013
21	14297	5166 E. Olive Ave.	Fresno	CA	Fresno	7/14/2013
22	15320	5385 S. Elm	Fresno	CA	Fresno	7/9/2016
23	15336	6459 N. Blackstone Ave.	Fresno	CA	Fresno	7/26/2014
24	16266	21135 S. Fowler Ave	Laton	CA	Fresno	6/25/2016
25	14278	720 Oller Street	Mendota	CA	Fresno	2/10/2013
26	15412	1602 10Th Street	Reedley	CA	Fresno	4/13/2014
27	16004	3497 W. Mount Whitney	Riverdale	CA	Fresno	1/30/2016
28	16487	13428 S. Henderson Rd.	Ruthers	CA	Fresno	12/12/2016
29	15680	400 Sixth Street	Hamilton City	CA	Glenn	1/30/2016
30	14707	851 Newville Rd	Orland	CA	Glenn	3/17/2014
31	15232	650 S Fortuna Blvd	Fortuna	CA	Humboldt	10/11/2014
32	14839	44 Davis St.	Rio Dell	CA	Humboldt	7/28/2014
33	14455	550 N. Imperial Ave.	El Centro	CA	Imperial	10/4/2013
34	17010	162 E. Delta St.	Lipatria	CA	Imperial	12/10/2016
35	15414	1500 Bear Mountain Blvd	Arvin	CA	Kern	1/10/2015
36	13240	111 Roberts Lane	Bakersfield	CA	Kern	11/16/2012
37	13344	1616 Niles Street	Bakersfield	CA	Kern	4/1/2012
38	13142	2317 N. Chester Ave	Bakersfield	CA	Kern	2/26/2012
39	14287	258 Bernard Street	Bakersfield	CA	Kern	7/4/2013
40	13226	2900 Niles Street	Bakersfield	CA	Kern	3/2/2012
41	14019	3030 Brundage Lane	Bakersfield	CA	Kern	11/16/2012
42	13045	3101 Wilson Road	Bakersfield	CA	Kern	2/26/2012
43	13539	401 Union Avenue	Bakersfield	CA	Kern	5/3/2013
44	14299	5101 White Lane	Bakersfield	CA	Kern	1/13/2013

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0.1	Store Number	Address	City	State	County	DG Open Date
45	14147	9800 California City Blvd.	California City	CA	Kern	8/2/2013
46	16438	3521 Mt. Pinos Way	Frazier Park	CA	Kern	7/25/2016
47	15007	6764 Mountain View Ave	Inyokern	CA	Kern	4/13/2014
48	15451	12006 Highway 178	Lake Isabella	CA	Kern	11/23/2014
49	DC	4193 Industrial Parkway Dr	Lebec	CA	Kern	2/1/2012
50	13243	520 W. Perkins Ave	Mcfarland	CA	Kern	7/29/2012
51	14155	500 W. Drummond Ave.	Ridgecrest	CA	Kern	7/27/2013
52	16540	3546 Rosamond Blvd	Rosamond	CA	Kern	6/28/2016
53	14107	337 E. Lerdo Hwy.	Shafter	CA	Kern	5/10/2013
54	14138	846 Tucker Rd	Tehachapi	CA	Kern	11/15/2013
55	13573	1850 Highway 46	Wasco	CA	Kern	1/27/2013
56	15296	5885 Wofford Blvd.	Wofford Heights	CA	Kern	9/28/2014
57	13577	1802 Dairy Avenue	Corcoran	CA	Kings	1/13/2013
58	15401	13090 E. Highway 20	Clearlake Oaks	CA	Lake	3/28/2015
59	15238	3577 E. State Highway 20	Nice	CA	Lake	1/31/2015
60	14816	2450 Main Street	Susanville	CA	Lassen	4/14/2014
61	14002	40360 170Th Street East	Lake Los Angeles	CA	Los Angeles	10/26/2014
62	13696	7724 Pearlblossom Hwy E	Littlerock	CA	Los Angeles	6/29/2014
63	13594	244 E. Palmdale Blvd.	Palmdale	CA	Los Angeles	7/1/2012
64	14095	2277 N Garey Ave.	Pomona	CA	Los Angeles	11/2/2012
65	14298	1750 Robertson Blvd.	Chowchilla	CA	Madera	2/15/2013
66	13620	1200 S. Madera Avenue	Madera	CA	Madera	2/25/2013
67	14907	201 S. Gateway Dr #101	Madera	CA	Madera	4/27/2014
68	15374	37303 Avenue 12	Madera	CA	Madera	2/22/2015
69	14670	9840 N Stephens Street	Delhi	CA	Merced	2/23/2014
70	13437	1111 Elgin Ave	Dos Palos	CA	Merced	1/18/2013
71	14723	1520 Meredith Ave	Gustine	CA	Merced	8/25/2013
72	13400	7970 Landar Ave #N	Hilmar	CA	Merced	4/6/2012
73	14684	323 N. Main Street	Livingston	CA	Merced	10/13/2013
74	14768	1989 E. Pacheco Blvd	Los Banos	CA	Merced	11/24/2013
75	13697	485 N Mercey Springs Road	Los Banos	CA	Merced	6/21/2013
76	13358	1729 West Highway 140	Merced	CA	Merced	3/2/2012
77	15268	490 N. Plainsburg Rd	Planada	CA	Merced	1/31/2015
78	13121	6810 Winton Way	Winton	CA	Merced	7/3/2012
79	14747	114 West 12Th Street	Alturas	CA	Modoc	2/24/2014
80	14263	1045 North Main St	Salinas	CA	Monterey	1/27/2013
81	15010	2033 Nevada City Highway	Grass Valley	CA	Nevada	10/26/2014
82	14500	1445 S. Main Street	Santa Ana	CA	Orange	5/2/2014
83	16185	951 S Auburn St	Colfax	CA	Placer	1/9/2016
84	16086	5830 Sunset Dr	Foresthill	CA	Placer	11/21/2015
85	14490	376 Main Street	Chester	CA	Plumas	6/16/2013
86	16097	543 W. Sierra Avenue	Portola	CA	Plumas	12/13/2015
87	14401	1905 E. Main Street	Quincy	CA	Plumas	6/29/2013
88	13066	1323 W. Ramsey St.	Banning	CA	Riverside	7/15/2012
89	14003	1101 E Hobsonway	Blythe	CA	Riverside	9/15/2013
90	14279	1065 Calimesa Blvd.	Calimesa	CA	Riverside	2/22/2014

0.1	Store Number	Address	City	State	County	DG Open Date
91	13379	13721 Palm Drive	Desert Hot Springs	CA	Riverside	1/27/2013
92	14023	205 E. Stetson Ave.	Hemet	CA	Riverside	2/15/2013
93	13575	25720 Fairview Avenue	Hemet	CA	Riverside	10/31/2014
94	13764	43-423 Monroe St.	Indio	CA	Riverside	12/15/2013
95	13739	13473 Perris Blvd	Moreno Valley	CA	Riverside	7/1/2012
96	14322	2980 N. Perris Blvd	Perris	CA	Riverside	5/11/2014
97	13576	525 W. 4Th St.	Perris	CA	Riverside	8/13/2013
98	14203	4103 Tyler St.	Riverside	CA	Riverside	1/13/2013
99	13805	700 S. San Jacinto Ave.	San Jacinto	CA	Riverside	8/3/2012
100	13682	7963 Auburn Blvd	Citrus Heights	CA	Sacramento	8/26/2012
101	14572	3701 Willow Street	Sacramento	CA	Sacramento	4/27/2014
102	14306	400 Harris Avenue	Sacramento	CA	Sacramento	8/29/2013
103	14301	5245 Elkhorn Blvd.	Sacramento	CA	Sacramento	7/13/2013
104	14727	5705 Hillsdale Blvd	Sacramento	CA	Sacramento	9/15/2013
105	15199	11746 Air Expressway	Adelanto	CA	San Bernardino	2/8/2015
106	12997	13540 Navajo Road	Apple Valley	CA	San Bernardino	5/27/2012
107	14805	20834 Bear Valley Rd	Apple Valley	CA	San Bernardino	6/15/2014
108	13578	300 W Main Street	Barstow	CA	San Bernardino	2/10/2013
109	12942	471 Rimrock Rd	Barstow	CA	San Bernardino	4/29/2012
110	14074	12524 Central Ave	Chino	CA	San Bernardino	12/21/2012
111	13460	869 N Rancho Ave.	Colton	CA	San Bernardino	8/2/2012
112	14472	17200 Main Street	Hesperia	CA	San Bernardino	12/16/2013
113	14280	32510 N. Hwy 18	Lucerne Valley	CA	San Bernardino	10/12/2015
114	13405	9860 Central Ave	Montclair	CA	San Bernardino	2/26/2012
115	16860	1500 Hospitality Lane	Needles	CA	San Bernardino	10/22/2016
116	14136	844 East Holt Blvd	Ontario	CA	San Bernardino	9/29/2013
117	16788	771 Highway 138	Pinon Hills	CA	San Bernardino	11/21/2016
118	13638	180 N. Waterman	San Bernardino	CA	San Bernardino	9/29/2013
119	14087	1890 W. Highland Avenue	San Bernardino	CA	San Bernardino	2/23/2015
120	13285	803 E. Baseline	San Bernardino	CA	San Bernardino	9/29/2013
121	13337	72650 Twentynine Palms Hwy	Twentynine Palms	CA	San Bernardino	8/2/2013
122	13343	14532 7Th Street	Victorville	CA	San Bernardino	3/18/2012
123	12939	14723 Palmdale Rd	Victorville	CA	San Bernardino	12/19/2012
124	13656	1058 Old Woman Springs Road	Yucca Valley	CA	San Bernardino	4/25/2015
125	13178	55556 29 Palms Highway	Yucca Valley	CA	San Bernardino	10/28/2012
126	14661	1940 Mchenry Avenue	Escalon	CA	San Joaquin	2/23/2014
127	15928	12984 E. Blossom Court	Lockeford	CA	San Joaquin	10/11/2015
128	13568	560 North Main Street	Manteca	CA	San Joaquin	7/17/2012
129	14353	915 E Yosemite Ave	Manteca	CA	San Joaquin	3/31/2013
130	13357	1201 West Main Street	Ripon	CA	San Joaquin	3/23/2012
131	13585	2150 W Alpine Ave	Stockton	CA	San Joaquin	9/21/2012
132	13632	2907 E. Waterloo Road	Stockton	CA	San Joaquin	7/6/2012
133	13592	310 W Dr Martin Luther King Jr	Stockton	CA	San Joaquin	7/20/2012
134	14130	4115 N El Dorado St	Stockton	CA	San Joaquin	11/11/2012

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0.1	Store Number	Address	City	State	County	DG Open Date
135	13593	4232 E Main	Stockton	CA	San Joaquin	8/3/2012
136	14204	1124 W. Ocean Avenue	Lompoc	CA	Santa Barbara	3/1/2013
137	15943	37288 Hwy. 299E	Burney	CA	Shasta	10/12/2015
138	16240	43700 State Hwy 299 E	Fall River Mills	CA	Shasta	1/30/2016
139	15959	9494 Deschutes Road	Palo Cedro	CA	Shasta	11/8/2015
140	16699	5130 Florence Loop	Dunsmuir	CA	Siskiyou	12/10/2016
141	16154	15 Telco Way	Etna	CA	Siskiyou	1/30/2016
142	16124	185 Boles Street	Weed	CA	Siskiyou	11/22/2015
143	14812	920 Tuolumne Street	Vallejo	CA	Solano	4/27/2014
144	16271	465 S Cloverdale Blvd	Cloverdale	CA	Sonoma	8/25/2016
145	14876	2025 Sebastopol Road	Santa Rosa	CA	Sonoma	10/14/2013
146	14363	2531 E Whitmore Ave	Ceres	CA	Stanislaus	5/3/2013
147	14766	940 E. Whitmore Ave.	Ceres	CA	Stanislaus	4/27/2014
148	15230	3401 Fresno Ave.	Denair	CA	Stanislaus	6/30/2015
149	16169	7100 Hughson Avenue	Hughson	CA	Stanislaus	1/30/2016
150	15845	5521 7Th Street	Keyes	CA	Stanislaus	8/8/2015
151	14683	1100 Carver Road	Modesto	CA	Stanislaus	10/27/2013
152	13964	1539 Yosemite Blvd.	Modesto	CA	Stanislaus	9/15/2013
153	13479	2003-B Tully Road	Modesto	CA	Stanislaus	4/6/2012
154	13804	1930 N Street	Newman	CA	Stanislaus	3/30/2014
155	15674	921 West F Street	Oakdale	CA	Stanislaus	8/9/2015
156	15028	2641 Geer Road	Turlock	CA	Stanislaus	11/26/2013
157	14686	965 Lander Road	Turlock	CA	Stanislaus	9/20/2013
158	13241	12000 Yosemite Blvd	Waterford	CA	Stanislaus	7/30/2012
159	14170	10246 Live Oak Blvd	Live Oak	CA	Sutter	10/4/2013
160	15653	530 Solano Street	Corning	CA	Tehama	6/28/2015
161	14507	7921 Highway 99E	Los Molinos	CA	Tehama	1/26/2014
162	14292	460 Antelope Blvd	Red Bluff	CA	Tehama	4/19/2013
163	14473	755 Walnut Street	Red Bluff	CA	Tehama	6/16/2013
164	14504	1100 Main Street	Weaverville	CA	Trinity	12/15/2013
165	14536	536 East Sierra Avenue	Earlimart	CA	Tulare	2/7/2014
166	15329	1210 W. Visalia Rd	Exeter	CA	Tulare	1/31/2015
167	16711	504 E. Howard Avenue	Pixley	CA	Tulare	6/27/2016
168	13759	1316 W Olive	Porterville	CA	Tulare	7/30/2012
169	16842	14351 Road 192	Porterville	CA	Tulare	11/6/2016
170	15469	22825 Ave 196	Strathmore	CA	Tulare	3/28/2015
171	16052	836 N. Burnett Rd	Tipton	CA	Tulare	12/13/2015
172	14749	1231 W. Inyo Avenue	Tulare	CA	Tulare	6/29/2014
173	13623	1258 North 'J' St	Tulare	CA	Tulare	4/28/2013
174	15162	1847 S Mooney Blvd	Visalia	CA	Tulare	1/25/2014
175	14188	301 West Naranjo Blvd	Woodlake	CA	Tulare	9/15/2013
176	14538	18300 State Highway 108	Jamestown	CA	Tuolumne	9/13/2014
177	15467	20670 Soulsbyville Road	Sonora	CA	Tuolumne	8/27/2015
178	15435	1154 Ventura Street	Fillmore	CA	Ventura	11/22/2015
179	16171	26875 State Highway 16	Esparto	CA	Yolo	1/30/2016
180	14552	176 E. Grant Avenue	Winters	CA	Yolo	1/31/2015

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0.1	Store Number	Address	City	State	County	DG Open Date
181	14271	9 Main Street	Woodland	CA	Yolo	12/17/2012
182	14982	921 B Street	Marysville	CA	Yuba	2/9/2014
183	14976	1990 McGowan Parkway	Olivehurst	CA	Yuba	4/14/2014
184	15086	1920 Highway 65	Wheatland	CA	Yuba	2/23/2014

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EXHIBIT B
Notices

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1. District Attorney of Kern County
c/o JOHN T. MITCHELL,
Deputy District Attorney
1215 Truxtun Avenue
Bakersfield, CA 93301
Email Address: JMitchell@co.kern.ca.us

2. District Attorney of Yolo County
c/o David Irely
Assistant Chief Deputy District Attorney
301 Second Street
Woodland, CA 95695
Email Address: David.Irely@yolocounty.org

3. District Attorney of San Joaquin County
c/o Celeste Kaisch
Deputy District Attorney
222 E. Weber Avenue, Room 202
Stockton, CA 95202
Email Address: celeste.kaisch@sjcda.org

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EXHIBIT C-1
Prosecutor Penalty Payments

Exhibit C-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
Amador Co. District Attorney's Office	\$ 500.00	\$ -	\$ -	\$ 500.00
Butte Co. District Attorney's Office	\$ 4,300.00	\$ -	\$ -	\$ 4,300.00
Calaveras Co. District Attorney's Office	\$ 500.00	\$ -	\$ -	\$ 500.00
Colusa Co. District Attorney's Office	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00
Contra Costa Co. District Attorney's Office	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Fresno Co. District Attorney's Office	\$ 25,000.00	\$ 10,000.00	\$ -	\$ 35,000.00
Glenn Co. District Attorney's Office	\$ 900.00	\$ -	\$ -	\$ 900.00
Humboldt Co. District Attorney's Office	\$ 800.00	\$ -	\$ -	\$ 800.00
Kern Co. District Attorney's Office	\$ 59,800.00	\$ 40,300.00	\$ 4,900.00	\$ 105,000.00
Kings Co. District Attorney's Office	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00
Lake Co. District Attorney's Office	\$ 550.00	\$ -	\$ -	\$ 550.00
Lassen Co. District Attorney's Office	\$ 900.00	\$ -	\$ -	\$ 900.00
Los Angeles Co. District Attorney's Office	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00
Madera Co. District Attorney's Office	\$ 4,950.00	\$ -	\$ -	\$ 4,950.00
Merced Co. District Attorney's Office	\$ 17,750.00	\$ -	\$ -	\$ 17,750.00
Monterey Co. District Attorney's Office	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00
Nevada Co. District Attorney's Office	\$ 500.00	\$ -	\$ -	\$ 500.00
Orange Co. District Attorney's Office	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00
Placer Co. District Attorney's Office* (see below)	\$ 500.00	\$ -	\$ -	\$ 500.00
Plumas Co. District Attorney's Office	\$ 3,600.00	\$ -	\$ -	\$ 3,600.00
Riverside Co. District Attorney's Office** (see below)	\$ 15,500.00	\$ -	\$ -	\$ 15,500.00
Sacramento Co. District Attorney's Office*** (see below)	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00
San Joaquin Co. District Attorney's Office**** (see below)	\$ 25,000.00	\$ 10,000.00	\$ -	\$ 35,000.00
Santa Barbara Co. District Attorney's Office	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00
Shasta Co. District Attorney's Office	\$ 1,175.00	\$ -	\$ -	\$ 1,175.00
Siskiyou Co. District Attorney's Office	\$ 750.00	\$ -	\$ -	\$ 750.00
Solano Co. District Attorney's Office***** (see below)	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
Sonoma Co. District Attorney's Office	\$ 1,650.00	\$ -	\$ -	\$ 1,650.00
Stanislaus Co. District Attorney's Office	\$ 25,000.00	\$ 10,000.00	\$ -	\$ 35,000.00

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
Sutter Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Tehama Co. District Attorney's Office	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
Trinity Co. District Attorney's Office	\$ 1,300.00	\$ -	\$ -	\$ 1,300.00
Tulare Co. District Attorney's Office	\$ 25,000.00	\$ 10,000.00	\$ -	\$ 35,000.00
Tuolumne Co. District Attorney's Office	\$ 500.00	\$ -	\$ -	\$ 500.00
Ventura Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Yolo Co. District Attorney's Office	\$ 40,875.00	\$ 11,625.00	\$ -	\$ 52,500.00
Yuba Co. District Attorney's Office	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Totals - Prosecutor Civil Penalties	\$ 296,550.00	\$ 91,925.00	\$ 4,900.00	\$ 393,375.00

*PLACER: Court further orders that these proceeds are designated as non-supplanting funds to be used by the Placer 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.

** RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$15,500.00 to the Riverside County District Attorney's Office as civil penalties in settlement of alleged 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: Court further orders that these proceeds are designated as non-supplanting funds to be used by the Sacramento 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.

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

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

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."

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EXHIBIT C-2
CUPA Penalty Payments

Exhibit C-2 – Civil Penalties

Agency	Civil Penalties - Health and Safety §25500 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Regulatory Agencies
Amador Co. - Environmental Health Department	\$ 100.00	\$ -	\$ 100.00
Calaveras Co. - Environmental Health	\$ 100.00	\$ -	\$ 100.00
Colusa Co. - Health and Human Services	\$ 400.00	\$ -	\$ 400.00
State of CA - Department of Toxic Substances Control	\$ -	\$ 9,800.00	\$ 9,800.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 825.00	\$ -	\$ 825.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 5,000.00	\$ -	\$ 5,000.00
Glenn Co. - Air Pollution Control District	\$ 300.00	\$ -	\$ 300.00
Humboldt Co. - Div. of Environmental Health	\$ 300.00	\$ -	\$ 300.00
Imperial Co. - CUPA - DTSC *	\$ 200.00	\$ -	\$ 200.00
Kern Co. - Bakersfield City Fire Department	\$ 2,000.00	\$ -	\$ 2,000.00
Kern Co. - Environmental Health Services Department	\$ 30,600.00	\$ 4,900.00	\$ 35,500.00
Kings Co. - Environmental Health Services	\$ 550.00	\$ -	\$ 550.00
Lake Co. - Division of Environmental Health	\$ 100.00	\$ -	\$ 100.00
Lassen Co. - Department of Environmental Health	\$ 250.00	\$ -	\$ 250.00
Los Angeles Co. - Fire Health Hazmat	\$ 975.00	\$ -	\$ 975.00
Madera Co. - Dept. of Environmental Health	\$ 1,250.00	\$ -	\$ 1,250.00
Merced Co. - Division of Environmental Health	\$ 4,350.00	\$ -	\$ 4,350.00
Modoc Co. - Environmental Health	\$ 300.00	\$ -	\$ 300.00
Monterey Co. - Environmental Health Division	\$ 325.00	\$ -	\$ 325.00
Nevada Co. - CUPA Env. Health	\$ 100.00	\$ -	\$ 100.00
Orange Co. - Environmental Health **	\$ 125.00	\$ -	\$ 125.00
Placer Co. - Environmental Health Division	\$ 75.00	\$ -	\$ 75.00
Plumas Co. - Environmental Health	\$ 900.00	\$ -	\$ 900.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 3,350.00	\$ -	\$ 3,350.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 1,300.00	\$ -	\$ 1,300.00
San Bernardino Co. - Fire Haz Mat	\$ 24,100.00	\$ -	\$ 24,100.00
San Joaquin Co. - Environmental Health Department	\$ 2,250.00	\$ -	\$ 2,250.00
Santa Barbara Co. - Environmental Health Services	\$ 500.00	\$ -	\$ 500.00
Shasta Co. - Environmental Health Divison	\$ 100.00	\$ -	\$ 100.00

Agency	Civil Penalties - Health and Safety §25500 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Regulatory Agencies
Siskiyou Co. - Environmental Health Division	\$ 100.00	\$ -	\$ 100.00
Solano Co. - Environmental Health Services	\$ 150.00	\$ -	\$ 150.00
Sonoma Co. - Fire & Emergency Services Dept.	\$ 125.00	\$ -	\$ 125.00
Sonoma Co. - Santa Rosa City Fire	\$ 100.00	\$ -	\$ 100.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 2,250.00	\$ -	\$ 2,250.00
Sutter Co. - Environmental Health Services	\$ 400.00	\$ -	\$ 400.00
Tehama Co. - Environmental Health Dept.	\$ 1,200.00	\$ -	\$ 1,200.00
Trinity Co. - CUPA - DTSC ***	\$ 350.00	\$ -	\$ 350.00
Tulare Co. - Environmental Health	\$ 5,000.00	\$ -	\$ 5,000.00
Tuolumne Co. - Environmental Health	\$ 200.00	\$ -	\$ 200.00
Ventura Co. - Environmental Health Division	\$ 75.00	\$ -	\$ 75.00
Yolo Co. - Environmental Health	\$ 500.00	\$ -	\$ 500.00
Yuba Co. - Environmental Health Dept.	\$ 750.00	\$ -	\$ 750.00
Total Civil Penalties	\$ 91,925.00	\$14,700.00	\$106,625.00
<p>* Two Hundred Dollars (\$200.00) of these §25550 penalties are for the CUPA of Imperial County (DTSC) to pay the CUPA civil penalties in settlement of alleged Dollar General's Hazardous Materials violations at the Imperial County Dollar General locations.</p>			
<p>** One Hundred Twenty-Five Dollars (\$125.00) 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 payments shall be made in the form of a check made payable to the "County of Orange/Auditor-Controller."</p>			
<p>*** Three Hundred Fifty Dollars (\$350.00) of these §25500 penalties are for the CUPA of Trinity County (DTSC) to pay the CUPA civil penalties in settlement of alleged Dollar General's Hazardous Materials violations at the Trinity County Dollar General locations.</p>			

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EXHIBIT D

Supplemental Environmental Project

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EXHIBIT D

Supplemental Environmental Projects

Exhibit D – Supplemental Environmental Projects

1. **Environmental Protection Prosecution Fund.** Defendants shall collectively pay the amount of Thirty Thousand Dollars (\$30,000.00) to be used by the Craig Thompson Environmental Protection Prosecution Fund (“CTEPP Fund”) for purposes consistent with the mission of the CTEPP Fund.
2. **CUPA Forum Environmental Protection Trust Fund.** Defendants shall collectively pay the amount of Twenty Thousand Dollars (\$20,000.00) to fund scholarships for attendance and participation at the annual CUPA Conference. Each of these scholarships shall cover conference registration, transportation, meals, and hotel at the training conference rate. Travel and per diem expenses will be reimbursed in accordance with the reimbursement policies of the “California CUPA Forum Board Training Conference Expense Reimbursement Policies”, and any subsequent modifications thereto.
3. **California Specialized Training Institute – Environmental Crimes Course in conjunction with the California Hazardous Material Investigators Association (CHMIA).** Defendants shall collectively pay the amount of Twenty Thousand Dollars (\$20,000.00) to fund basic investigator courses scholarships. Each of these scholarships shall cover conference registration, travel, food, lodging, and incidentals. Additionally, it is anticipated that this proposed training program element would include the necessary funding in order to assist in the upgrading of the training facilities used by the California Environmental Enforcement Prosecutorial Community at the California Specialized Training Institute.

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4. California District Attorneys Association Statewide Circuit Prosecutor Project.

Defendants shall collectively pay the amount of Twenty Thousand Dollars (\$20,000.00) to be used by the California District Attorneys Association Statewide Circuit Prosecutor Project for the purposes of providing training consistent with the objectives of the Statewide Circuit Prosecutor Project.

5. California District Attorneys Association Circuit Prosecutor Project. Defendants shall

collectively pay the amount of Twenty-Two Thousand Dollars (\$22,000.00) to be used by the California District Attorneys Association Circuit Prosecutor Project for the purposes of providing training consistent with the objectives of the Circuit Prosecutor Project.

Paragraph # from Exhibit C Language	Employer ID Numbers (FEIN)	Agency	Total Amount to Agency
1	94-6003786	Craig Thompson Environmental Protection Prosecution Fund	\$ 30,000.00
2	95-4720243	CUPA Forum Environmental Protection Trust Fund	\$ 20,000.00
3	77-0115910	California Specialized Training Institute (w/CHMIA)	\$ 20,000.00
4	94-2293805	CDAA - Statewide Circuit Prosecutor Project	\$ 20,000.00
5	94-2293805	CDAA - Circuit Prosecutor Project	\$ 22,000.00
Total SEPs			\$ 112,000.00

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EXHIBIT E-1
Prosecutor Costs

EXHIBIT E-1 – COSTS

Agency	Total Costs to Agency
California District Attorneys Association	\$ 56,000.00
Contra Costa Co. District Attorney's Office	\$ 1,200.00
Fresno Co. District Attorney's Office	\$ 25,000.00
Kern Co. District Attorney's Office	\$ 82,032.50
Los Angeles Co. District Attorney's Office	\$ 900.00
Monterey Co. District Attorney's Office	\$ 1,500.00
Orange Co. District Attorney's Office	\$ 1,350.00
Placer Co. District Attorney's Office* (see below)	\$ 900.00
Riverside Co. District Attorney's Office** (see below)	\$ 900.00
Sacramento Co. District Attorney's Office*** (see below)	\$ 900.00
San Bernardino Co. District Attorney's Office	\$ 900.00
San Joaquin Co. District Attorney's Office	\$ 38,000.00
Shasta Co. District Attorney's Office	\$ 900.00
Solano Co. District Attorney's Office	\$ 1,200.00
Sonoma Co. District Attorney's Office	\$ 900.00
Stanislaus Co. District Attorney's Office	\$ 28,000.00
Tulare Co. District Attorney's Office	\$ 25,000.00
Ventura Co. District Attorney's Office	\$ 900.00
Yolo Co. District Attorney's Office	\$ 51,000.00
Total - Prosecutor Costs	\$ 317,482.50

* PLACER: The money paid to the Placer District Attorney as costs, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs 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: "Defendant" shall pay \$900.00 as costs to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.

*** SACRAMENTO: The money paid to the Sacramento District Attorney as costs, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs 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.

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EXHIBIT E-2
CUPA Costs

EXHIBIT E-2 – COSTS

Agency	Total Costs to Agency
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 150.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 3,825.00
Kern Co. - Environmental Health Services Department	\$ 47,550.00
Orange Co. - Environmental Health	\$ 150.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 450.00
San Joaquin Co. - Environmental Health Department	\$ 150.00
Tulare Co. - Environmental Health	\$ 3,817.50
Yolo Co. - Environmental Health	\$ 1,425.00
Total - Agency Costs	\$ 57,517.50

sf-3746832