

1 JEFF W. REISIG
2 District Attorney of Yolo County
3 DAVID IREY, SBN 142864
4 Assistant Chief Deputy District Attorney
5 DAVID GREEN, SBN 287176
6 Deputy District Attorney
7 301 Second Street
8 Woodland, CA 95695
9 Telephone: (530) 666-8180

10 Additional Counsel listed as signatories

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

FILED
YOLO SUPERIOR COURT
JUN 23 2017
BY **O. WEISENBERG**
DEPUTY

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF YOLO

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

17 **Plaintiff,**

18 **v.**

19 **TRACTOR SUPPLY COMPANY, INC., a**
20 **Delaware Corporation; and**
21 **PETSENSE, INC., a Delaware Corporation,**

22 **Defendants.**

CASE NO.: CV 17- 815

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

Filing Fees Exempt (Govt. Code § 6103)

23 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA (“People”), generally appearing
24 through its attorneys: Jeff W. Reisig, District Attorney of Yolo County; Todd Riebe, District
25 Attorney of Amador County; Michael L. Ramsey, District Attorney of Butte County; Vern Pierson,
26 District Attorney of El Dorado County; Mark A. Peterson, District Attorney of Contra Costa County;
27 Lisa A. Smittcamp, District Attorney of Fresno County; Dwayne R. Stewart, District Attorney of
28 Glenn County; Maggie Fleming, District Attorney of Humboldt County; Gilbert G. Otero, District

1 Attorney of Imperial County; Lisa S. Green, District Attorney of Kern County; Keith Fagundes,
2 District Attorney of Kings County; Stacey L. Montgomery, District Attorney of Lassen County;
3 David Linn, District Attorney of Madera County; C. David Eyster, District Attorney of Mendocino
4 County; Larry D. Morse II, District Attorney of Merced County; Allison Haley, District Attorney of
5 Napa County; R. Scott Owens, District Attorney of Placer County; Michael A. Hestrin, District
6 Attorney of Riverside County; Anne Marie Schubert, District Attorney of Sacramento County;
7 Michael A. Ramos, District Attorney of San Bernardino County; Bonnie M. Dumanis, District
8 Attorney of San Diego County; Tori Verber Salazar, District Attorney of San Joaquin County; Dan
9 Dow, District Attorney of San Luis Obispo County; Joyce E. Dudley, District Attorney of Santa
10 Barbara County; Jeffrey F. Rosen, District Attorney of Santa Clara County; Jeffrey S. Rosell,
11 District Attorney of Santa Cruz County; Stephanie A. Bridgett, District Attorney of Shasta County;
12 J. Kirk Andrus, District Attorney of Siskiyou County; Krishna A. Abrams, District Attorney of
13 Solano County; Jill R. Ravitch, District Attorney of Sonoma County; Birgit A. Fladager, District
14 Attorney of Stanislaus County; Amanda Hopper, District Attorney of Sutter County; Gregg Cohen,
15 District Attorney of Tehama County; Tim Ward, District Attorney of Tulare County; and Gregory D.
16 Totten, District Attorney of Ventura County; and Laura L. Krieg, District Attorney of Tuolumne
17 County; and TRACTOR SUPPLY COMPANY, INC., a Delaware Corporation, and PETSENSE,
18 INC., a Delaware Corporation, (collectively, "Defendants") generally appearing through their
19 attorneys, Troutman Sanders by Jennifer Mathis;

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

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

23 This Final Judgment and Permanent Injunction is not an admission by Defendants of any fact
24 or any violation of law in the above-captioned matter.

25 This Final Judgment and Permanent Injunction is a fair and reasonable resolution of the
26 matters alleged in the Complaint.

27 The Parties hereby also waive their right to appeal.

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

1 **FINAL JUDGMENT AND PERMANENT INJUNCTION**

2 1. **JURISDICTION**

3 The Parties have generally appeared before the Superior Court of California, County of Yolo,
4 which by virtue of said general appearance has jurisdiction over the matters alleged in this action and
5 the Parties to this Final Judgment and Permanent Injunction.

6 2. **SETTLEMENT OF DISPUTED CLAIMS**

7 The Court finds that this Final Judgment is not an admission or a denial by Defendants
8 regarding any issue of law or fact in the above-captioned matter or any violation of any law; this
9 Final Judgment and Permanent Injunction is a fair and reasonable resolution of the matters alleged in
10 the Complaint; and pursuant to the agreement of the Parties, the right to appeal is ordered waived.

11 3. **DEFINITIONS**

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

17 “Unified Program Agency” or “UPA” is an agency certified by the California Environmental
18 Protection Agency pursuant to the requirements of Chapter 6.11 of the Health and Safety Code and
19 California Code of Regulations, Title 27, to implement certain State environmental programs within
20 the local agency’s jurisdiction.

21 “Included Facilities” means Defendants’ current and former retail stores. The specific list of
22 the locations of the California Tractor Supply facilities is attached as **Exhibit A-1**. The specific list
23 of the locations of the California Petsense facilities is attached as **Exhibit A-2**.

24 “Current California Facilities” means Defendants’ retail stores and other facilities currently
25 owned or acquired subsequent to the effective date of this Final Judgment and Permanent Injunction,
26 by Defendants within the State of California.

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

1 **4. INJUNCTIVE RELIEF**

2 **4.1 Applicability**

3 The provisions of this injunction are applicable to Defendants and all partnerships,
4 corporations, and other entities acting under, by, though, on behalf of, or in concert with Defendants
5 with actual or constructive knowledge of this Injunction.

6 **4.2 General Injunctive Provision:**

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

14 **4.3 Specific Injunctive Provisions:**

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

18 4.3.a. Disposing, or causing the disposal, of Defendant's hazardous waste at a
19 point not authorized by law, in violation of Health & Safety Code Sections 25189 and 25189.2,
20 including, without limitation, to any trash, dumpster, compactor, drain, sink, or toilet at any of the
21 Current California Facilities, and onto the surface or subsurface of the ground at any unauthorized
22 location, or at a landfill or transfer station not authorized to receive hazardous waste;

23 4.3.b. Failing to determine if a generated waste, including but not limited to, items
24 returned by customers to Current California Facilities, items that become waste as a result of
25 container breakage and damage, and wastes generated at Current California Facilities, are
26 hazardous wastes, as required by Title 22 of the California Code of Regulations section 66262.11;
27
28

1 4.3.c. Failing to properly manage, identify the date of accumulation, and label
2 containers of hazardous waste at Current California Facilities, in violation of Title 22 of the
3 California Code of Regulations, section 66262.34;

4 4.3.d. Failing to prepare and maintain copies of hazardous waste manifests for
5 three (3) years, in violation of Title 22 of the California Code of Regulations, section 66262.40;
6 and failing to retain documentation demonstrating the applicability of claimed exemptions. As
7 used in this paragraph “manifest” means a shipping document originated and signed by a generator
8 of hazardous waste that contains all of the information required by law and that complies with all
9 applicable federal and state regulations, and includes but is not limited to, receipts;

10 4.3.e. Failing to timely cause to be prepared and filed with the Department of
11 Toxic Substances Control (DTSC) a hazardous waste manifest for all hazardous waste that is
12 transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or
13 any combination thereof, from any Current California Facility as required by Health & Safety
14 Code Section 25160(b)(3) and California Code of Regulations, Title 22, Section 66262.23 [Use of
15 the Manifest];

16 4.3.f. Failing to timely notify the DTSC by filing an exception report concerning
17 the treatment, storage, or disposal facility’s failure to return any executed manifest, as required by
18 Health & Safety Code Section 25160(b)(3);

19 4.3.g. Failing to comply with employee training obligations pertaining to handling
20 of hazardous waste at Current California Facilities, in violation of Title 22 of the California Code
21 of Regulations, section 66262.34(d) or 40 C.F.R. § 262.34(d)(5)(iii);

22 4.3.h. Failing to properly manage, mark, and store universal waste at each Current
23 California Facility in compliance with the standards for universal waste management found in
24 California Code of Regulations, Title 22, Sections 66273.33 [Universal Waste Management
25 Requirements for Batteries, Lamps, and Mercury-Containing Equipment] through 66273.36
26 [Personnel Training]; or in the alternative, failing to manage such waste as hazardous waste as
27 required by Chapter 6.5 of the Health and Safety Code and its implementing regulations in the
28 California Code of Regulations, Title 22, including, but not limited to, Section 66262.34;

1 4.3.i. Failing to keep a record of each shipment of universal waste sent from any
2 Current California Facility, as required by Title 22 of the California Code of Regulations Section
3 66273.39; or in the alternative, failing to manage such waste as hazardous waste as required by
4 Chapter 6.5 of the Health and Safety Code and its implementing regulations in the California Code
5 of Regulations, Title 22, including, but not limited to, Section 66262.34;

6 4.3.j. Failing to treat returned or discarded non-empty aerosol cans at Current
7 California Facilities as universal waste or hazardous waste, in violation of California Code of
8 Regulations, Title 22, Chapter 23, section 66273.1 et seq.;

9 4.3.k. Failing to implement, maintain or submit to the unified program agency (as
10 defined in Health and Safety Code sections 25501 and 25502), a complete hazardous materials
11 business plan for each of the Current California Facilities, in violation of Health and Safety Code
12 sections 25505 and 25508, and section 2650 of Title 19 of the California Code of Regulations
13 [Minimum Standards for Business Plans];

14 4.3.l. Failing to implement, maintain and comply with, an employee training
15 program meeting the requirements of Health and Safety Code section 25505, subdivision (a)(4),
16 and Title 19 of the California Code of Regulations section 2659, pertaining to hazardous materials,
17 and business and area plans, including but not limited to Hazardous Materials Business Plans;

18 4.3.m. Failing to properly manage, mark, store and dispose of damaged and expired
19 medications in violation of Health and Safety Code Sections 117600-118360 and the regulations
20 promulgated thereunder;

21 4.3.n. Failing to contact the transporter and/or the owner or operator of the
22 designated facility which was to receive any hazardous waste from Defendants, to determine the
23 status of the hazardous waste, in the event of non-receipt of a copy of the manifest with the
24 handwritten signature of the owner or operator of the designated facility within thirty-five (35)
25 days of the date the waste was accepted by the initial transporter, as required by Title 22 of the
26 California Code of Regulations, Section 66262.42; and

27 4.3.o. Transporting, or causing to be transported, any hazardous waste to an
28 unauthorized location in California, in violation of Health and Safety Code section 25189.5.

1 **4.4 Compliance Assurance Program**

2 Pursuant to the provisions of Health and Safety Code Sections 25181, 25515.6, 25515.8,
3 and Business and Professions Code Section 17203, Defendant Tractor Supply shall implement the
4 following Compliance Assurance Programs:

5 4.4.a. Defendants will, by July 1, 2017, begin the process for recruiting and hiring one or
6 more employees or consultants for a work schedule to include fifty percent (50%) or more of his or
7 her hours dedicated to Defendants' California Environmental, Health and Safety programs, and
8 will complete this hiring process within six (6) months of the effective date of this Final Judgment.

9 4.4.b. **Training Records** - Defendants shall maintain proof of the training required by
10 California Code of Regulations, Title 22, Section 66265.34(d) and 40 C.F.R. § 262.34(d)(5)(iii) for
11 each employee as follows:

12 4.4.b.1. For each "Hazardous Waste and Materials Training" and/or "Hazardous
13 Waste Handling Guidelines Training" and/or "Hazardous Waste Management Training,"
14 Defendant, Tractor Supply, shall maintain a "Training Roster" identifying the person or
15 electronic learning system providing the training, a listing of the name and employee
16 number of each employee participating in the training, the date of the training, and the
17 employee's signature acknowledging attendance at the training or other documentation from
18 the electronic learning system that the employee completed the electronic training.

19 4.4.b.2. A copy of the "Training Roster" evidencing each employee's training shall
20 be maintained at each facility location, either in hard copy or electronically, where the
21 employee provides any labor or services. (If an employee provides labor or services at more
22 than one location, a copy of the Training Roster shall be maintained at each facility).

23 4.4.b.3. On an annual basis, regardless of hire date, all employees will receive
24 updated training as outlined in paragraph 4.4.b.1. Prior to the end of the training period,
25 personnel at Tractor Supply's corporate office shall review the training records for all
26 current Included Facilities to assure each employee has received the training required
27 pursuant to Title 22, Section 66262.34(d) and 40 C.F.R. § 262.34(d)(5)(iii), and that less
28 than one year has elapsed since the employee last received the required training.

1 4.4.b.4. The facility manager or supervisor shall not permit an employee to provide
2 hazardous-waste related labor or services if the employee has not received hazardous-waste
3 related training appropriate for the employee's job description, or more than one year has
4 elapsed since the employee was last trained as required by Title 22, Section 66262.34(d).

5 4.4.b.5. Defendant Tractor Supply shall maintain a copy of each Training Roster at
6 each employing facility, either in hard copy or electronically, for a period of five (5) years
7 from the date the training was conducted, regardless of the duration of the employee's
8 employment.

9 4.4.b.6. Defendants shall make available within three (3) business days upon request
10 by any UPA Inspector, peace officer, agent of the Department of Justice, Cal EPA, the
11 Department of Toxic Substances Control or District Attorney, all Training Rosters for each
12 facility.

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

14 **5.1 Civil Penalties**

15 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall
16 pay ONE HUNDRED NINETY-FIVE THOUSAND, FOUR HUNDRED DOLLARS (\$195,400.00)
17 as civil penalties pursuant to Health and Safety Code Sections 25189 and 25515, and Business and
18 Professions Code Section 17206, in accordance with the terms of **Exhibits B-1 and B-2**, attached.

19 **5.2. Supplemental Environmental Projects**

20 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall
21 pay THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) for supplemental environmental projects
22 identified in, and in accordance with the terms of **Exhibit C**, attached.

23 **5.3 Hazardous Waste Minimization and Enhanced Compliance Projects**

24 On or before five years following entry of this Final Judgment, Defendants shall collectively
25 spend a minimum of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00) on projects to reduce
26 hazardous waste generation and enhance the performance of Defendants' hazardous waste
27 management in California, pursuant to **Exhibit D**, attached. Expenditures made for these projects
28 prior to the date of entry of this Final Judgment shall be included in any calculation to determine

1 compliance with this paragraph. These projects are not in mitigation of any penalties sought by the
2 People.

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

4 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall
5 pay ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00) for reimbursement of
6 attorney's fees, costs of investigation, and other costs of enforcement, to the entities identified in,
7 and in accordance with the terms of, **Exhibits E-1 and E-2**, attached.

8 **5.5 Payments and Expenditures**

9 The payment of all civil penalties, reimbursement of cost payments and other expenditures
10 set forth in paragraphs 5.1, 5.2, 5.3 and 5.4, above, shall be made by checks and delivered to the
11 District Attorney's Office for the County of Yolo, Attention: David J. Irey, Assistant Chief Deputy
12 District Attorney, for distribution pursuant to the terms of this Final Judgment.

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

14 6.1 This Final Judgment is a final and binding resolution and settlement of all violations
15 and causes of action arising from the facts set forth in the Complaint as to Defendants and
16 Defendants' successors in interests, directors, officers, and employees, and shall be known as
17 "Covered Matters." Any claim, violation, or cause of action that is not a Covered Matter is a
18 "Reserved Claim." Reserved Claims include, without limitation, any unknown violation, any
19 violation that occurs after the filing of this Final Judgment and Permanent Injunction, and any claim,
20 violation, or cause of action against Defendants' independent contractors or subcontractors.

21 6.2 Reserved Claims also include any claims or causes of action against Defendants for
22 performance of cleanup, corrective action, or response action for any actual past or future releases,
23 spills, or disposals of hazardous waste or hazardous substances that were caused or contributed to by
24 Defendants at or from any of Defendants' "Included Facilities" but are not included as "Covered
25 Matters."

26 6.3 In any subsequent action that may be brought by the People based on any Reserved
27 Claim, Defendants agree that they will not assert that failing to pursue any Reserved Claim as part of
28 this action constitutes claim-splitting.

1 6.4 Any Claims by Defendants, civil or administrative, against the People or against any
2 agency of the State of California, or any county or city in the State of California, or any UPA,
3 Participating Agency or local agency (collectively "Agencies"), or against any of their officers,
4 employees, representatives, agents or attorneys, arising out of or related to any Covered Matter are
5 hereby merged into and extinguished by this Final Judgment; provided, however, that if any
6 Agencies initiate claims against Defendants, Defendants retain any and all rights and defenses
7 against such Agencies, including but not limited to the defense of *res judicata*.

8 **7. EFFECT OF FINAL JUDGMENT**

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

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

13 The failure of the People to enforce any provision of this Final Judgment shall neither be
14 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The
15 failure of the People to enforce any such provision shall not preclude them from later enforcing the
16 same or any other provision of this Final Judgment. Except as expressly provided in this Final
17 Judgment, Defendants retain all defenses allowed by law to any such later enforcement.

18 **9. INTERPRETATION**

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

23 **10. INTEGRATION**

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

1 **11. FUTURE REGULATORY CHANGES**

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

8 **12. TERMINATION OF COMPLIANCE PROGRAM**

9 Defendant Tractor Supply's obligations to engage in a compliance program pursuant to
10 Paragraph 4.4 of this Final Judgment and Permanent Injunction shall terminate five years after the
11 Effective Date of this Final Judgment.

12 **13. CONTINUING JURISDICTION**

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

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

17 Defendants shall permit any duly authorized representative of the People to inspect and copy
18 records and documents relevant to determine compliance with the terms of this Final Judgment,
19 provided that the People may not request any internal or third-party audits the Defendants may
20 choose to conduct related to environmental compliance. This paragraph shall not limit the People's
21 authority to access or obtain information, records and documents pursuant to any other statute, or
22 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 fees
25 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 may be executed by the Parties in
28 counterparts.

1 **17. INCORPORATION OF EXHIBITS**

2 Exhibits "A-1" through "E-2" are incorporated herein by reference.

3 **18. MODIFICATION**

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

7 **19. TERMINATION OF PERMANENT INJUNCTION**

8 Any motion to terminate (as opposed to modify) all or some of the injunctive portions of this
9 Final Judgment and Permanent Injunction may not be brought prior to the expiration of five (5) years
10 from the date this Final Judgment is filed with the Superior Court. Any motion to terminate all or
11 some of the injunctive portions of this Final Injunction shall state the basis for termination and
12 explain the reasons and rationale why the injunction is no longer necessary. Each party may present
13 evidence establishing compliance and/or noncompliance with the injunctive portions of the Final
14 Judgment. The moving party shall bear the burden of establishing that the injunctive provision(s) in
15 question are no longer necessary to assure compliance with California law. The termination of any
16 injunctive provisions of this Final Judgment shall have no effect on Defendants' obligation to
17 comply with the requirements imposed by applicable statute, regulation, ordinance, or law.

18 **20. EFFECTIVE DATE OF FINAL JUDGMENT**

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

21 **IT IS SO STIPULATED.**

22
23 **FOR THE PEOPLE:**

24
25 JEFF W. REISIG, District Attorney
County of Yolo, State of California

26
27 DATED: 6/7/17

28 By: 
P.P. DAVID J. IREY
Assistant Chief Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney


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: 5/9/17

By: 
STACEY GRASSINI
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

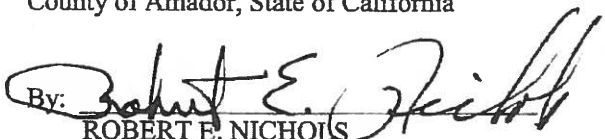
DATED: _____

By: _____
SABRINA D. ASHJIAN
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

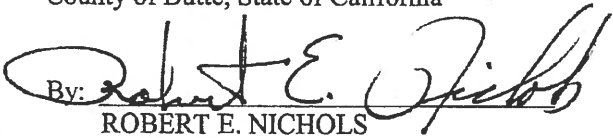
TODD RIEBE, District Attorney
County of Amador, State of California

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

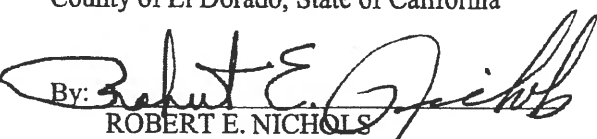
MARK A. PETERSON, District Attorney
County of Contra Costa, State of California

DATED: _____

By: _____
STACEY GRASSINI
Deputy District Attorney

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

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
SABRINA D. ASHJIAN
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

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

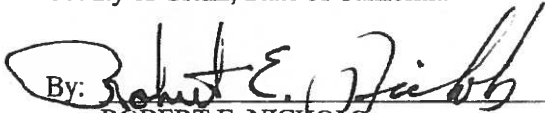
DATED: 5/10/17

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

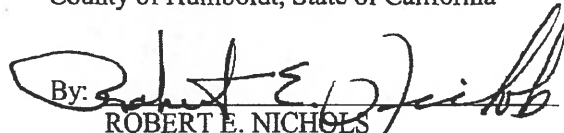
DWAYNE R. STEWART, District Attorney
County of Glenn, State of California

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

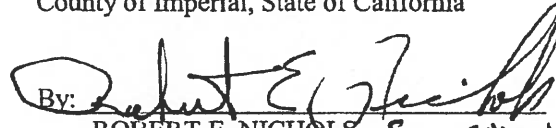
MAGGIE FLEMING, District Attorney
County of Humboldt, State of California

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 5/9/17

By: 
ROBERT E. NICHOLS *for Gilbert Otero*
~~Deputy~~ District Attorney

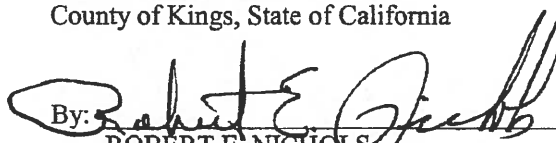
LISA S. GREEN, District Attorney
County of Kern, State of California

DATED: _____

By: _____
JEFFREY W. NOE
Deputy District Attorney

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

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DWAYNE R. 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

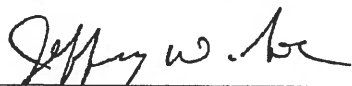
GILBERT G. OTERO, District Attorney
County of Imperial, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 5-12-17

By: 
JEFFREY W. NOE
Deputy District Attorney

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

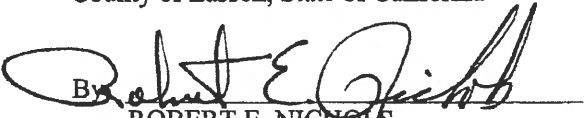
DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

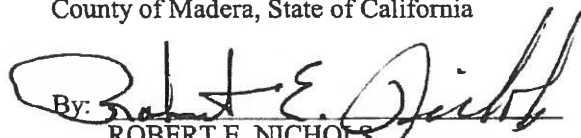
STACEY L. MONTGOMERY, District
Attorney
County of Lassen, State of California

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney


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

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

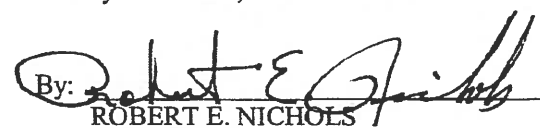
C. DAVID EYSTER, District Attorney
County of Mendocino, State of California

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
PATRICK COLLINS
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney


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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 5/9/17

By: 
PATRICK COLLINS
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: 5/10/17

By: Jane Crue
JANE CRUE
Deputy District Attorney

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

DATED: 5/9/17

By: Lauren R. Martineau
LAUREN R. MARTINEAU
Deputy District Attorney

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

DATED: 5/9/17

By: Douglas Whaley
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: 5/10/17

By: Rick C. Lal for
RICK C. LAL
Deputy District Attorney

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

DATED: 5/9/17

By: Elizabeth McClutchey
ELIZABETH MCCLUTCHEY
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: 5/11/17

By: 
CELESTE KAISCH
Deputy District Attorney

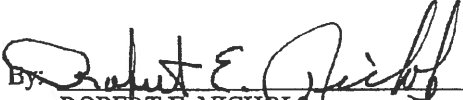
DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: _____

By: _____
ERIC J. DOBROTH
Deputy District Attorney

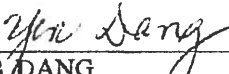
JOYCE E. DUDLEY, District Attorney
County of Santa Barbara, State of California

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 5/11/17

By: 
YEN B. DANG
Deputy District Attorney

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

DATED: _____

By: _____
EDWARD T. BROWNE
Assistant District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: 5/19/17

By: _____
ERIC L. DOBROTH
Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: _____

By: _____
YEN B. DANG
Deputy District Attorney

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

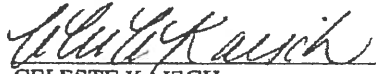
DATED: _____

By: _____
EDWARD T. BROWNE
Assistant District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: 5/11/17

By: 
CELESTE KAISCH
Deputy District Attorney


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

DATED: _____

By: _____
ERIC J. DOBROTH
Deputy District Attorney

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

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney


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

DATED: _____

By: _____
YEN B. DANG
Deputy District Attorney

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


DATED: 5/11/2017

By: 
EDWARD T. BROWNE
Assistant District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: 05/09/2017

By: 
ANAND B. JESRANI
Deputy District Attorney

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

DATED: _____

By: _____ for
J. KIRK ANDRUS
Deputy District Attorney

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: _____
MATTHEW T. CHEEVER
Deputy District Attorney

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

DATED: _____

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

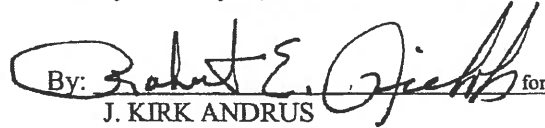
STEPHANIE A. BRIDGETT, District Attorney
County of Shasta, State of California

DATED: _____

By: _____
ANAND B. JESRANI
Deputy District Attorney

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

DATED: 5/9/17

By:  for
J. KIRK ANDRUS
Deputy District Attorney

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: _____
MATTHEW T. CHEEVER
Deputy District Attorney

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

DATED: _____

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: _____ for
J. KIRK ANDRUS
Deputy District Attorney

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

DATED: May 9, 2017

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

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

DATED: _____

By: _____
MATTHEW T. CHEEVER
Deputy District Attorney

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

DATED: _____

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: _____ for
J. KIRK ANDRUS
Deputy District Attorney

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: 5/22/17

By: Matthew T. Cheever
MATTHEW T. CHEEVER
Deputy District Attorney

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

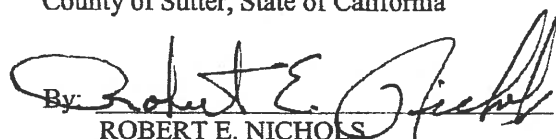
DATED: 5-12-17

By: Richard B. Mury III
RICHARD B. MURY, III
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

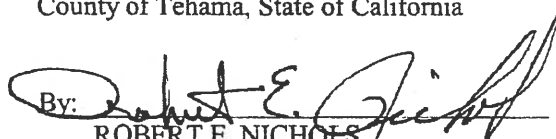
AMANDA HOPPER, District Attorney
County of Sutter, State of California

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 5/9/17

By: 
ROBERT E. NICHOLS
Deputy District Attorney

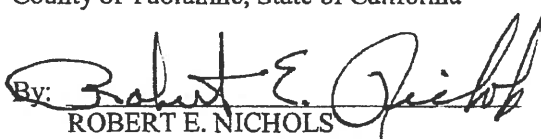
TIM WARD, District Attorney
County of Tulare, State of California

DATED: _____

By: _____
DARLA J. KAISER
Senior Deputy District Attorney

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

DATED: 5/9/17

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: 5-10-17

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

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: _____
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

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

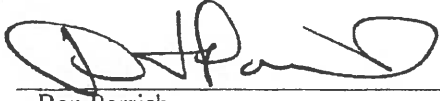
DATED: May 9, 2017

By: 
MITCHELL F. DISNEY
Senior Deputy District Attorney

1 FOR TRACTOR SUPPLY COMPANY, INC.:

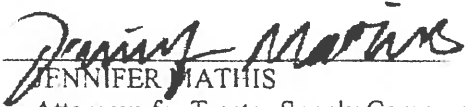
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: May 18, 2017

By: 
Ben Parrish
Executive Vice President, General
Counsel and Corporate Secretary
Tractor Supply Company, Inc.

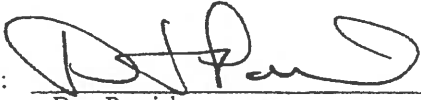
REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: May 15, 2017

TROUTMAN SANDERS LLP
By: 
JENNIFER MATHIS
Attorneys for Tractor Supply Company,
Inc.

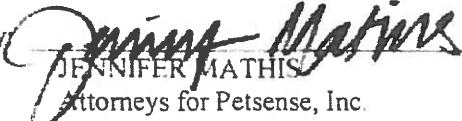
FOR PETSENSE, INC.:

DATED: May 18, 2017

By: 
Ben Parrish
Executive Vice President, General
Counsel and Corporate Secretary
Petsense, Inc.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

DATED: May 15, 2017

TROUTMAN SANDERS LLP
By: 
JENNIFER MATHIS
Attorneys for Petsense, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

DATED: JUN 23 2017

By: SAMUEL T. McADAM

JUDGE OF THE SUPERIOR COURT

Exhibit A-1

Exhibit A-1 - California Tractor Supply Facilities

Store Name	Store #	Facility Type	Address	City	County	ZIP	Open Date	Closed Date
Tractor Supply Company	1618	Retail Store	773 SOUTH STATE HWY 49	Jackson	Amador	95642	8/3/2012	N/A
Tractor Supply Company	793	Retail Store	2475 MARTIN LUTHER KING JR PKWY	Chico	Butte	95928	1/3/2006	N/A
Tractor Supply Company	734	Retail Store	2000 FEATHER RIVER BLVD	Oroville	Butte	95965	8/19/2004	N/A
Tractor Supply Company	2145	Retail Store	8800 BRENTWOOD BLVD	Brentwood	Costra Costa	94513	1/24/2017	N/A
Tractor Supply Company	1642	Retail Store	1360 BROADWAY	Placerville	El Dorado	95667	7/24/2013	N/A
Tractor Supply Company	1325	Retail Store	1630 HERNDON AVE	Clovis	Fresno	93611	3/4/2009	N/A
Tractor Supply Company	1960	Retail Store	811 NORTH HUMBOLDT AVE	Willows	Glenn	95988	9/9/2015	N/A
Tractor Supply Company	1795	Retail Store	1000 RIVER RANCH	Fortuna	Humboldt	95540	2/13/2014	N/A
Tractor Supply Company	1859	Retail Store	1850 BRADSHAW DR	El Centro	Imperial	92243	6/27/2014	N/A
Tractor Supply Company	112	Retail Store	2749 CALLOWAY DR STE 560	Bakersfield	Kern	93312	1/10/2006	N/A
Tractor Supply Company	2128	Retail Store	911 SOUTH CHINA LAKE BLVD	Ridgecrest	Kern	93555	5/20/2017	N/A
Tractor Supply Company	1785	Retail Store	480 NORTH MILL ST	Tehachapi	Kern	93561	3/18/2014	N/A
Tractor Supply Company	1882	Retail Store	1625 WEST HAYDEN AVE	Hanford	Kings	93230	5/19/2015	N/A
Tractor Supply Company	1905	Retail Store	142 ROBS WAY	Susanville	Lassen	96130	12/30/2014	N/A
Tractor Supply Company	1848	Retail Store	1565 COUNTRY CLUB DR	Madera	Madera	93638	12/30/2014	N/A
Tractor Supply Company	162	Retail Store	1248 AIRPORT PARK BLVD	Ukiah	Mendocino	95482	7/11/2006	N/A
Tractor Supply Company	1280	Retail Store	1700 BELL LN	Atwater	Merced	95301	10/28/2008	N/A
Tractor Supply Company	1293	Retail Store	1131 WEST PACHECO BLVD	Los Banos	Merced	93635	6/22/2009	N/A
Tractor Supply Company	2079	Retail Store	418 NAPA JUNCTION RD	American Canyon	Napa	94503-1281	1/10/2017	N/A
Tractor Supply Company	1584	Retail Store	3950 GRASS VALLEY HWY	Auburn	Placer	95602	10/26/2012	N/A
Tractor Supply Company	2134	Retail Store	1060 CALIMESA BLVD	Calimesa	Riverside	92320	1/27/2017	N/A
Tractor Supply Company	1836	Retail Store	3741 WEST FLORIDA AVE	Hemet	Riverside	92545	8/5/2014	N/A
Tractor Supply Company	1991	Retail Store	18123 COLLIER AVE	Lake Elsinore	Riverside	92530	9/25/2015	N/A
Tractor Supply Company	1889	Retail Store	27826 CLINTON KEITH RD	Murrieta	Riverside	92562	1/9/2015	N/A
Tractor Supply Company	1750	Retail Store	2195 HAMNER AVE	Norco	Riverside	92860	3/28/2014	N/A
Tractor Supply Company	1817	Retail Store	8139 WATT AVE	Antelope	Sacramento	95843	7/2/2014	N/A
Tractor Supply Company	1315	Retail Store	10520 TWIN CITIES RD	Galt	Sacramento	95632	2/27/2009	N/A
Tractor Supply Company	2189	Retail Store	2420 WEST MAIN STREET	Barstow	San Bernardino	92311	6/3/2017	N/A

Exhibit A-1 - California Tractor Supply Facilities

Store Name	Store #	Facility Type	Address	City	County	ZIP	Open Date	Closed Date
Tractor Supply Company	2046	Retail Store	12543 MAIN ST	Hesperia	San Bernardino	92345	12/30/2015	N/A
Tractor Supply Company	1768	Retail Store	57980 29 PALMS HWY STE A	Yucca Valley	San Bernardino	92284	2/13/2014	N/A
Tractor Supply Company	2010	Retail Store	14140 OLDE HWY 80	El Cajon	San Diego	92021	8/11/2016	N/A
Tractor Supply Company	1862	Retail Store	203 HUNTER ST	Ramona	San Diego	92065	8/15/2014	N/A
Tractor Supply Company	1857	Retail Store	360 SOUTH CHEROKEE LN	Lodi	San Joaquin	95240	8/15/2014	N/A
Tractor Supply Company	1303	Retail Store	860 NORTH JACK TONE RD	Ripon	San Joaquin	95366	11/11/2008	N/A
Tractor Supply Company	1609	Retail Store	2800 RIVERSIDE AVE UNIT 103	Paso Robles	San Luis Obispo	93446	10/22/2012	N/A
Tractor Supply Company	1834	Retail Store	120 TANK FARM RD	San Luis Obispo	San Luis Obispo	93401	9/30/2016	N/A
Tractor Supply Company	1730	Retail Store	221 EAST HWY 246 UNIT 103	Buellton	Santa Barbara	93427	4/19/2016	N/A
Tractor Supply Company	1171	Retail Store	6881 CAMERON RD	Gilroy	Santa Clara	95020	11/2/2007	N/A
Tractor Supply Company	1955	Retail Store	580 AUTO CENTER DR	Watsonville	Santa Cruz	95076	6/23/2015	N/A
Tractor Supply Company	1915	Retail Store	1945 MARX WAY	Anderson	Shasta	96007	5/12/2015	N/A
Tractor Supply Company	1167	Retail Store	5450 MOUNTAIN VIEW DR	Redding	Shasta	96003	10/9/2007	N/A
Tractor Supply Company	1874	Retail Store	1455 SOUTH MAIN ST	Yreka	Siskiyou	96097	10/1/2014	N/A
Tractor Supply Company	1180	Retail Store	2000 NORTH 1ST ST	Dixon	Solano	95620	7/31/2007	N/A
Tractor Supply Company	1588	Retail Store	2000 LAKEVILLE HWY STE A	Petaluma	Sonoma	94954	1/24/2012	N/A
Tractor Supply Company	1333	Retail Store	1000 AMERICAN WAY	Windsor	Sonoma	95492	11/19/2009	N/A
Tractor Supply Company	1145	Retail Store	1580 EAST F ST	Oakdale	Stanislaus	95361	9/18/2007	N/A
Tractor Supply Company	789	Retail Store	201 NORTH WALNUT RD	Turlock	Stanislaus	95380	1/10/2006	N/A
Tractor Supply Company	726	Retail Store	990 THARP RD	Yuba City	Sutter	95993	6/15/2004	N/A
Tractor Supply Company	744	Retail Store	249 SOUTH MAIN ST	Red Bluff	Tehama	96080	7/26/2004	N/A
Tractor Supply Company	1883	Retail Store	1120 WEST EL MONTE WAY	Dinuba	Tulare	93618	7/12/2014	N/A
Tractor Supply Company	2185	Retail Store	1755 WEST HENDERSON AVE	Porterville	Tulare	93257	2/3/2017	N/A
Tractor Supply Company	1269	Retail Store	1949 EAST PROSPERITY AVE	Tulare	Tulare	93274	6/27/2008	N/A
Tractor Supply Company	1350	Retail Store	14879 MONO WAY	Sonora	Tuolumne	95370	3/10/2010	N/A
Tractor Supply Company	2127	Retail Store	397 WEST LOS ANGELES AVE	Moorpark	Ventura	93021	8/30/2016	N/A
Tractor Supply Company	797	Retail Store	1390 EAST MAIN ST	Woodland	Yolo	95776	9/28/2005	N/A

Exhibit A-2

Exhibit A-2 - California Petsense Facilities

Store Name	Store #	Facility Type	Address	City	County	ZIP	Open Date	Closed Date
Petsense, Inc.	104	Retail Store	1777 RETHERFORD STREET	Tulare	Tulare	75801	11/25/2005	N/A

Exhibit B-1

EXHIBIT B-1 -- CIVIL PENALTIES

Agency	Civil Penalties - Business and Professions \$17200 Penalties	Civil Penalties - Health and Safety \$25500 Penalties	Total of Civil Penalties Paid to Agency
Amador Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Butte Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ 1,500.00
Contra Costa Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
El Dorado County District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Fresno Co. District Attorney's Office	\$ 10,000.00	\$ 8,000.00	\$ 18,000.00
Glenn Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Humboldt Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Imperial Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Kern Co. District Attorney's Office	\$ 1,750.00	\$ -	\$ 1,750.00
Kings Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Lassen Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Madera Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Mendocino Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Merced Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ 1,500.00
Napa Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Placer Co. District Attorney's Office ¹	\$ 5,000.00	\$ -	\$ 5,000.00
Riverside Co. District Attorney's Office ²	\$ 10,000.00	\$ 8,000.00	\$ 18,000.00
Sacramento Co. District Attorney's Office ³	\$ 1,750.00	\$ -	\$ 1,750.00
San Bernardino Co. District Attorney's Office	\$ 5,000.00	\$ -	\$ 5,000.00
San Diego Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
San Joaquin Co. District Attorney's Office ⁴	\$ 10,000.00	\$ 8,000.00	\$ 18,000.00
San Luis Obispo District Attorney's Office	\$ 1,500.00	\$ -	\$ 1,500.00
Santa Barbara Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Santa Clara Co. District Attorney's Office	\$ 1,500.00	\$ -	\$ 1,500.00
Santa Cruz Co. District Attorney's Office	\$ 5,000.00	\$ -	\$ 5,000.00
Shasta Co. District Attorney's Office	\$ 10,000.00	\$ 8,000.00	\$ 18,000.00
Siskiyou Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Solano Co. District Attorney's Office ⁵	\$ 5,000.00	\$ -	\$ 5,000.00
Sonoma Co. District Attorney's Office	\$ 1,750.00	\$ -	\$ 1,750.00
Stanislaus Co. District Attorney's Office	\$ 1,750.00	\$ -	\$ 1,750.00
Sutter Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Tehama Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Tulare Co. District Attorney's Office ⁶	\$ 5,000.00	\$ -	\$ 5,000.00
Tuolumne Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Ventura Co. District Attorney's Office	\$ 1,000.00	\$ -	\$ 1,000.00
Yolo Co. District Attorney's Office	\$ 16,800.00	\$ 9,300.00	\$ 26,100.00
Totals - Prosecutor Civil Penalties	\$ 112,800.00	\$ 41,300.00	\$ 154,100.00

EXHIBIT B-1 -- CIVIL PENALTIES

<p>1 - 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.</p>
<p>2 - RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$10,000.00 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.</p> <p>Health and Safety Code § 25515.2: "Defendant" shall pay \$8,000.00 as civil penalties pursuant to section 25515.2 of the Health and Safety Code to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.</p>
<p>3 - 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>4 - 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".</p>
<p>5 - 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.</p>
<p>6 - TULARE: Includes Petsense</p>
<p>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."</p>

Exhibit B-2

EXHIBIT B-2 -- CIVIL PENALTIES

Agency	Civil Penalties - Health and Safety Code §25515.2	Total of Civil Penalties Paid To Regulatory Agencies
Amador Co. - Environmental Health Dept.	\$ 500.00	\$ 500.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 250.00	\$ 250.00
El Dorado Co. - Environmental Mgmt. Dept.	\$ 500.00	\$ 500.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 4,000.00	\$ 4,000.00
Glenn Co. - Air Pollution Control District	\$ 500.00	\$ 500.00
Humboldt Co. - Div. of Environmental Health	\$ 1,500.00	\$ 1,500.00
Imperial Co. - CUPA - DTSC	\$ 500.00	\$ 500.00
Kern Co. - Bakersfield City Fire Department	\$ 200.00	\$ 200.00
Kern Co. - Environmental Health Services Department	\$ 300.00	\$ 300.00
Kings Co. - Environmental Health Services	\$ 500.00	\$ 500.00
Lassen Co. - Dept. of Environmental Health	\$ 500.00	\$ 500.00
Madera Co. - Dept. of Environmental Health	\$ 500.00	\$ 500.00
Mendocino Co. - Environmental Health Division	\$ 500.00	\$ 500.00
Merced Co. - Division of Environmental Health	\$ 500.00	\$ 500.00
Napa Co. - Dept. of Env. Mngt.	\$ 250.00	\$ 250.00
Placer Co. - Environmental Health Division	\$ 750.00	\$ 750.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 4,000.00	\$ 4,000.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 1,500.00	\$ 1,500.00
San Bernardino Co. - Fire Haz Mat	\$ 750.00	\$ 750.00
San Diego Co. - Dept. of Environmental Health	\$ 250.00	\$ 250.00
San Joaquin Co. - Environmental Health Department	\$ 5,000.00	\$ 5,000.00
San Luis Obispo Co. - Environmental Health Services	\$ 500.00	\$ 500.00
Santa Barbara Co. - Environmental Health Services	\$ 250.00	\$ 250.00
Santa Clara Co. - City of Gilroy Fire Dept.	\$ 500.00	\$ 500.00
Santa Cruz Co. - Environmental Health	\$ 1,500.00	\$ 1,500.00
Shasta Co. - Environmental Health Division	\$ 4,000.00	\$ 4,000.00
Siskiyou Co. - Environmental Health Division	\$ 500.00	\$ 500.00
Solano Co. - Environmental Health Services	\$ 750.00	\$ 750.00
Sonoma Co. - Fire & Emergency Services Dept.	\$ 250.00	\$ 250.00
Sonoma Co. - Petaluma City Fire Department	\$ 250.00	\$ 250.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 500.00	\$ 500.00
Sutter Co. - Environmental Health Services	\$ 500.00	\$ 500.00
Tehama Co. - Environmental Health Dept.	\$ 500.00	\$ 500.00
Tulare Co. - Environmental Health*	\$ 750.00	\$ 750.00
Tuolumne Co. - Environmental Health	\$ 500.00	\$ 500.00
Ventura Co. - Environmental Health Division	\$ 250.00	\$ 250.00
Yolo Co. - Environmental Health	\$ 6,550.00	\$ 6,550.00
Total - Agency Civil Penalties	\$ 41,300.00	\$ 41,300.00
*TULARE: Includes Petsense		

Exhibit C

Exhibit C – Supplemental Environmental Projects

1. Environmental Protection Prosecution Fund.

TRACTOR SUPPLY COMPANY, INC., and PETSENSE, INC., shall provide the amount of TEN THOUSAND DOLLARS (\$10,000.00) to be used by the Craig Thompson Environmental Protection Prosecution Fund (“CTEPP Fund”) for purposes consistent with the mission of the CTEPP Fund.

2. Department of Toxic Substances Control Training Fund.

TRACTOR SUPPLY COMPANY, INC., and PETSENSE, INC., shall provide the amount of TEN THOUSAND DOLLARS (\$10,000.00) for Department of Toxic Substances Control staff to attend the California Hazardous Materials Investigators Association Annual Conference, Cal CUPA Forum Annual Training Conference, The Continuing Challenge Conference, McCoy’s RCRA Seminar, California Specialized Training Institute Haz Mat Technician and Specialist Training Courses, and the Western States Project Trainings and Conference. This money can include registration, travel, and per diem.

3. California District Attorneys Association Statewide Circuit Prosecutor Project.

TRACTOR SUPPLY COMPANY, INC., and PETSENSE, INC., shall provide the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) 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.

Exhibit D

Exhibit D

**Tractor Supply's Hazardous Waste Minimization
and Enhanced Compliance Projects**

Tractor Supply has implemented, or will implement, the below programs designed to reduce hazardous waste generation and enhance the performance of Tractor Supply's hazardous waste management in California to comply with Paragraph 5.3. To implement these programs, on or before five years following entry of this Final Judgment, Tractor Supply will collectively spend a minimum of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000), in accordance with Paragraph 5.3.

Enhanced Waste Characterization Data. Tractor Supply has contracted with The Wercs to provide hazardous waste determinations of products sold by Tractor Supply. Between expenditures to date as well as future expenditures planned, Tractor Supply currently estimates spending approximately FIFTY-NINE THOUSAND DOLLARS (\$59,000) on or before five years following entry of this Final Judgment.

California-Based Colleague. As detailed in Paragraph 4.4.a, Tractor Supply will, by July 1, 2017, begin the process for recruiting and hiring one or more employees or consultants for a work schedule to include fifty percent (50%) or more of his or her hours dedicated to Tractor Supply's California Environmental, Health and Safety programs, and will complete this hiring process within six (6) months of the effective date of this Final Judgment.

Exhibit E-1

EXHIBIT E-1 - COSTS

Agency	Total Costs to Agency
California District Attorney's Association - Statewide Circuit Prosecutor Project	\$ 20,965.39
El Dorado County District Attorney's Office	\$ 187.50
Fresno Co. District Attorney's Office	\$ 7,500.00
Kern Co. District Attorney's Office	\$ 600.00
Placer Co. District Attorney's Office ¹	\$ 2,012.50
Riverside Co. District Attorney's Office	\$ 11,500.00
Sacramento Co. District Attorney's Office ²	\$ 600.00
San Bernardino Co. District Attorney's Office	\$ 6,918.75
San Diego Co. District Attorney's Office	\$ 600.00
San Joaquin Co. District Attorney's Office	\$ 23,775.00
San Luis Obispo District Attorney's Office	\$ 600.00
Santa Barbara Co. District Attorney's Office	\$ 600.00
Santa Clara Co. District Attorney's Office	\$ 600.00
Santa Cruz Co. District Attorney's Office	\$ 3,240.00
Shasta Co. District Attorney's Office	\$ 13,448.41
Solano Co. District Attorney's Office	\$ 3,000.00
Sonoma Co. District Attorney's Office	\$ 600.00
Stanislaus Co. District Attorney's Office	\$ 600.00
Tulare Co. District Attorney's Office	\$ 1,200.00
Yolo Co. District Attorney's Office ³	\$ 54,119.95
Total - Prosecutor Costs	\$ 152,667.50
<p>1 - 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.</p>	
<p>2 - 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>3 - YOLO: This money shall be paid in two separate checks: (1) one check addressed to the Yolo County District Attorney's Office in the amount of \$29,119.95, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$25,000.</p>	

Exhibit E-2

EXHIBIT E-2 - COSTS

Agency	Total Costs to Agency
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 2,895.00
Humboldt Co. - Div. of Environmental Health	\$ 2,775.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 150.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 975.00
San Bernardino Co. - Fire Haz Mat	\$ 3,750.00
San Joaquin Co. - Environmental Health Department	\$ 3,450.00
Santa Cruz Co. - Environmental Health	\$ 900.00
Shasta Co. - Environmental Health Division	\$ 1,500.00
Yolo Co. - Environmental Health	\$ 937.50
Total - Agency Costs	\$ 17,332.50