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**FILED**  
**YOLO SUPERIOR COURT**  
**SEP 17 2018**  
BY N. PLOWMAN  
DEPUTY

7 *Attorneys for Plaintiff, People of the State of California*  
8 *[Additional Plaintiff's counsel listed as signatories]*

9 SUPERIOR COURT OF CALIFORNIA  
10 COUNTY OF YOLO

11 THE PEOPLE OF THE STATE OF CALIFORNIA, ) Case No. CV 18-1578  
12 )  
13 Plaintiff, ) STIPULATION FOR ENTRY OF FINAL  
14 ) JUDGMENT AND PERMANENT  
15 v. ) INJUNCTION  
16 )  
17 ) *Exempt from fees per Gov. Code, § 6103*  
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WHOLE FOODS MARKET CALIFORNIA, INC., a )  
California corporation; MRS. GOOCH'S NATURAL )  
FOOD MARKETS, INC., a California corporation; )  
and WFM-WO, INC., a Delaware corporation, )  
Defendants. )

21 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, generally appearing through its  
22 attorneys, Jeff W. Reisig, District Attorney of Yolo County; Nancy E. O'Malley, District Attorney of  
23 Alameda County; Diana Becton, District Attorney of Contra Costa County; Jackie Lacey, District  
24 Attorney of Los Angeles County; Allison Haley, District Attorney of Napa County; R. Scott Owens,  
25 District Attorney of Placer County; Michael A. Hestrin, District Attorney of Riverside County;  
26 Gregory D. Totten, District Attorney of Ventura County; Lisa A. Smittcamp, District Attorney of  
27 Fresno County; Michael N. Feuer, City Attorney of Los Angeles; Dean D. Flippo, District Attorney  
28 of Monterey County; Tony Rackauckas, District Attorney of Orange County; Anne Marie Schubert,

1 District Attorney of Sacramento County; Mara W. Elliott, City Attorney of San Diego; Summer  
2 Stephan, District Attorney of San Diego County; Joyce E. Dudley, District Attorney of Santa Barbara  
3 County; Jeffrey F. Rosen, District Attorney of Santa Clara County; Jill R. Ravitch, District Attorney  
4 of Sonoma County; George Gascón, District Attorney of San Francisco County; Dan Dow, District  
5 Attorney of San Luis Obispo County; Edward S. Berberian, Jr., District Attorney of Marin County;  
6 and Stephen M. Wagstaffe, District Attorney of San Mateo County (collectively, “the People”); and  
7 Defendants WHOLE FOODS MARKET CALIFORNIA, INC., MRS. GOOCH’S NATURAL  
8 FOOD MARKETS, INC., and WFM-WO, INC., generally appearing through their attorneys,  
9 Hartman King PC by Jennifer Hartman King, hereby stipulate and agree as follows:

10           1.       This Court may enter this Stipulation for Entry of Final Judgment and Permanent  
11 Injunction (“Final Judgment”) before the taking of any proof and without trial or adjudication of any  
12 fact or law;

13           2.       This Court has subject matter jurisdiction over the matters alleged in this action and  
14 personal jurisdiction over the parties to this Final Judgment;

15           3.       This Final Judgment is a fair and reasonable resolution of the matters alleged in the  
16 People’s Complaint;

17           4.       Entry of this Final Judgment is not an admission by Defendants regarding any issue of  
18 law or fact in the above-captioned matter or any violation of any law;

19           5.       This Final Judgment shall be binding upon the People and upon Defendants; this Final  
20 Judgment shall in no way bind, or be interpreted to bind, Amazon.com or any of its subsidiaries,  
21 affiliates or sister companies, except as otherwise provided herein pursuant to the terms set forth in  
22 Paragraph 4.1; and

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

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1 NOW THEREFORE, the People and Defendants having requested that this Court enter this  
2 Final Judgment, and the Court having considered the Final Judgment reached between the Parties, IT  
3 IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

4 **1. JURISDICTION**

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

7 **2. SETTLEMENT OF DISPUTED CLAIMS**

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

10 **3. DEFINITIONS**

11 Except where otherwise expressly defined in this Final Judgment, all terms shall be  
12 interpreted consistent with Health and Safety Code section 25100 et seq. (Hazardous Waste Control  
13 Law), section 25500 et seq. (Hazardous Materials Release Response Plans and Inventory Law), and  
14 the regulations promulgated under these sections.

15 “Certified Unified Program Agency” or “CUPA” is defined in Health and Safety Code  
16 sections 25123.7(b) and 25404(a), and means the agency that, pursuant to Chapter 6.11 of Division  
17 20 of the Health and Safety Code, and Title 27 of the California Code of Regulations, is certified by  
18 the California Environmental Protection Agency with the jurisdictional responsibility and authority  
19 to implement and enforce certain state environmental program requirements specified in Health and  
20 Safety Code section 25404(c)(1).

21 “Facilities” means the stores and facilities listed in Exhibit A that Defendants formerly or  
22 currently own or operate, and all other Whole Foods Market stores and facilities within the State of  
23 California that Defendants, or any respective successor corporation or assignee, owns or operates  
24 subsequent to the effective date of this Final Judgment.

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

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1 **4. INJUNCTIVE RELIEF**

2 **4.1. Applicability**

3 The provisions of this injunction are applicable to Defendants and their respective successor  
4 corporations or assignees, and all persons, partnerships, corporations, and other entities that have  
5 Direct Operational Control over Defendants' hazardous waste program and that are subject to the  
6 jurisdiction of the courts in the State of California, acting under, on behalf of, or at the direction of  
7 Defendants, or their respective successor corporations or assigns, with notice of this injunction.  
8 "Direct Operational Control" shall be interpreted to mean any person, partnership, corporation, or  
9 other entity that actively participates in the operation of the hazardous waste programs in Facilities  
10 located in the State of California.

11 **4.2. General Injunctive Provision**

12 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, and 25515.8,  
13 and Business and Professions Code section 17203, Defendants are permanently enjoined from  
14 violating Chapters 6.5 and 6.95 of Division 20 of the Health and Safety Code and the regulations  
15 promulgated under these chapters. Notwithstanding any other provision in this Final Judgment,  
16 nothing in this Final Judgment shall relieve Defendants from prospectively complying with any and  
17 all applicable laws and regulations, nor shall any term of this Final Judgment extend to Defendants'  
18 facilities outside the State of California.

19 **4.3. Specific Injunctive Provisions**

20 Pursuant to Health and Safety Code sections 25181, 25515.6, and 25515.8, and Business and  
21 Professions Code section 17203, Defendants are enjoined, restrained, and prohibited from doing any  
22 of the following:

23 4.3.a. Disposing, or causing the disposal, of hazardous waste at a point not authorized by  
24 law, in violation of Health and Safety Code sections 25189 and 25189.2;

25 4.3.b. Transporting, or causing to be transported, any hazardous waste to an unauthorized  
26 location in California, in violation of Health and Safety Code section 25189.5;

27 4.3.c. Transporting, transferring custody of, or causing to be transported in California any  
28 hazardous waste unless the transporter is registered to transport hazardous waste, in violation of

1 Health and Safety Code section 25163;

2 4.3.d. Failing to determine if a waste generated at the Facilities is a hazardous waste, in  
3 violation of California Code of Regulations, title 22, sections 66262.11 and 66260.200(c);

4 4.3.e. Failing to properly manage, identify the date of accumulation, or label containers of  
5 hazardous waste at the Facilities, in violation of California Code of Regulations, title 22, section  
6 66262.34;

7 4.3.f. Failing to lawfully and timely dispose of all accumulated hazardous waste at each  
8 Facility, in violation of California Code of Regulations, title 22, section 66262.34;

9 4.3.g. Unlawfully storing, handling, and accumulating hazardous waste, in violation of  
10 Health and Safety Code section 25123.3 and California Code of Regulations, title 22, sections  
11 66262.34 and 66265.173;

12 4.3.h. Failing to conduct inspections of hazardous waste storage areas at each Facility, in  
13 violation of California Code of Regulations, title 22, sections 66262.34 and 66265.174;

14 4.3.i. Failing to timely cause to be prepared and filed with the Department of Toxic  
15 Substance Control ("DTSC") a hazardous waste manifest for all hazardous waste that is transported,  
16 or submitted for transportation, for offsite handling, treatment, storage, disposal, or any combination  
17 thereof, from any Facility, in violation of Health and Safety Code section 25160(b)(3) and California  
18 Code of Regulations, title 22, section 66262.23;

19 4.3.j. Failing to contact the owner or operator of a designated facility that was to receive  
20 hazardous waste from Defendants to determine the status of the hazardous waste, in the event  
21 Defendants have not received a copy of the manifest signed by all transporters and the facility  
22 operator within thirty-five (35) days of the date the waste was accepted by the initial transporter, in  
23 violation of Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22,  
24 section 66262.42;

25 4.3.k. Failing to timely notify the DTSC by filing an exception report concerning a  
26 treatment, storage, or disposal facility's failure to return any executed manifest, in violation of Health  
27 and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section 66262.42;

28 4.3.l. Failing to maintain copies of hazardous waste manifests for three (3) years, in

1 violation of California Code of Regulations, title 22, section 66262.40;

2 4.3.m. Unlawfully failing to segregate incompatible hazardous waste items, in violation of  
3 California Code of Regulations, title 22, section 66265.177;

4 4.3.n. Failing to comply with employee training obligations pertaining to the handling of  
5 hazardous waste at the Facilities, in violation of California Code of Regulations, title 22, section  
6 66262.34(d) and 40 C.F.R. section 262.16(b)(9)(iii);

7 4.3.o. Failing to properly manage, mark, and store universal waste at each Facility in  
8 violation of the standards for universal waste management found in California Code of Regulations,  
9 title 22, sections 66273.33 through 66273.36; or in the alternative, failing to manage such waste as  
10 hazardous waste as required by Chapter 6.5 and its implementing regulations in California Code of  
11 Regulations, title 22, including, but not limited to, section 66262.34;

12 4.3.p. Failing to keep a record of each shipment of universal waste sent from any Facility, in  
13 violation of California Code of Regulations, title 22, section 66273.39; or in the alternative, failing to  
14 manage such waste as hazardous waste in violation of Chapter 6.5 and its implementing regulations  
15 in California Code of Regulations, title 22, including, but not limited to, section 66262.34;

16 4.3.q. Failing to treat returned or discarded non-empty aerosol cans at the Facilities as  
17 universal waste or hazardous waste, in violation of California Code of Regulations, title 22, section  
18 66273.1 et seq.;

19 4.3.r. Failing to establish, implement or submit to the responsible CUPA, a hazardous  
20 materials business plan for each of the Facilities, in violation of Health and Safety Code sections  
21 25505, 25507, and 25508, and California Code of Regulations, title 19, section 2650;

22 4.3.s. Failing to implement, maintain, and comply with an employee training program on  
23 hazardous materials in violation of Health and Safety Code section 25505(a)(4), and California Code  
24 of Regulations, title 19, section 2659; and

25 4.3.t. Failing to immediately report any release or threatened release of a reportable quantity  
26 of any hazardous material from any Facility into the environment, in violation of Health and Safety  
27 Code section 25510.

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1           **4.4. Compliance Assurance Program**

2           Pursuant to the provisions of Health and Safety Code section 25181 and Business and  
3 Professions Code section 17203, Defendants shall implement the following compliance assurance  
4 programs to augment the injunctive provisions of this Final Judgment:

5           4.4.a. Training. Defendants shall ensure that all employees at any of their Facilities are  
6 thoroughly familiar with proper waste handling and emergency procedures, relevant to  
7 their responsibilities during normal facility operation and emergencies.

8           4.4.a.1. For any training conducted in accordance with 4.4.a., Defendants shall  
9 maintain documentation sufficient to identify which employees received training  
10 and on what dates. Such records may be maintained electronically. Defendants  
11 shall maintain any documentation for a period of five (5) years from the date the  
12 training was conducted, in a manner that allows retrieval of the records upon  
13 request by governmental inspection within five (5) business days.

14           4.4.a.2. Defendants shall require employees to participate in a training program to  
15 familiarize them with hazardous waste handling and emergency procedures,  
16 relevant to the employee's responsibilities during normal operations and  
17 emergencies, within six (6) months of hire. Employees shall not work in  
18 unsupervised positions until they have completed such training program.  
19 Defendants shall review records quarterly to ensure that this requirement is met.

20           4.4.a.3. Defendants shall promptly make available upon request by any CUPA  
21 Inspector, peace officer, agent of the Department of Justice, California  
22 Environmental Protection Agency, the DTSC, or District Attorney all training  
23 records maintained for each Facility. In the event that such records are not  
24 available during a governmental inspection, Defendants shall provide such  
25 records to the requesting body within five (5) business days.

26           4.4.a.4. To the extent any one of Defendants' Facilities generates more than  
27 1,000 kg/month of hazardous waste, or 1 kg/month of acute hazardous waste, or  
28 100 kg/month of acute spill residue or soil, then Defendants shall additionally

1                   comply with the personnel training requirements contained in 22 CCR §  
2                   66265.16, to the extent applicable, for that particular Facility's employees.

3                   4.4.b. California-Based Compliance Team.

4                   4.4.b.1. Defendants shall expend a minimum of FOUR HUNDRED AND FIVE  
5                   THOUSAND SIX HUNDRED DOLLARS (\$405,600.00), at least EIGHTY ONE  
6                   THOUSAND ONE HUNDRED TWENTY DOLLARS (\$81,120.00) of which shall  
7                   be spent per year on hazardous materials and hazardous waste compliance services  
8                   provided by a California-based business with cumulatively at least five (5) years of  
9                   experience with the applicable requirements of Chapters 6.5 and 6.95 of Division 20  
10                  of the Health and Safety Code (the "California-Based Colleague"). Defendants shall  
11                  engage the California-Based Colleague for at least five (5) years after the effective  
12                  date of this Final Judgment for regulatory compliance counseling, advice and  
13                  assistance on matters pertaining to Defendants' hazardous waste and hazardous  
14                  materials compliance program and ensuring compliance with the injunctive terms of  
15                  this Final Judgment. No funds expended under the terms of this provision shall be  
16                  used for services related to litigation or enforcement defense-related matters. Within  
17                  30 days of entry of this Final Judgment, Defendants shall serve each person listed in  
18                  Exhibit B with a statement identifying the name, address, and telephone number of  
19                  the designated California-Based Colleague. Defendants shall notify each person  
20                  listed in Exhibit B within 30 days of any subsequent change to the previously  
21                  identified and designated California-Based Colleague.

22                  4.4.b.2. Defendants shall also collectively employ, for at least five (5) years after  
23                  the effective date of this Final Judgment, at least one half-time employee, or  
24                  equivalent, responsible for supporting environmental compliance at the Facilities  
25                  (the "California Compliance Employee"). The California Compliance Employee  
26                  shall be familiar with the requirements of this Final Judgment, and shall work  
27                  pursuant to the advice of the California-Based Colleague in assisting to oversee  
28                  Defendants' hazardous waste and hazardous materials compliance program. The



1 California Compliance Employee's responsibilities shall include, among other  
2 things, reviewing the Facilities' training records on a quarterly basis to ensure that  
3 each employee at each Facility has received the training required under California  
4 law and the terms of this Final Judgment, and contacting Facilities to obtain copies  
5 of all hazardous materials business plan and hazardous waste inspection reports,  
6 notices of violation, notices to comply, and return to compliance statements, if any,  
7 issued to or created for the Facilities during the prior calendar year. Defendants may  
8 employ the California Compliance Employee beyond half-time for any other  
9 purposes, in their sole discretion.

10 4.4.b.3. Compliance Certification. Within 60 days after the end of each year of the  
11 five (5) year period set forth in Paragraph 4.4.b.1., Defendants shall provide the  
12 persons listed in Exhibit B with a statement regarding Defendants' compliance with  
13 Paragraphs 4.4.b.1 and 4.4.b.2. of this Final Judgment. The statement shall include a  
14 summary description of the actions taken by the California-Based Colleague in the  
15 previous calendar year, and a copy of all hazardous materials business plan and  
16 hazardous waste inspection reports, notices of violation, notices to comply, and return  
17 to compliance statements, if any, issued to the Facilities during the prior calendar year  
18 and that are in the possession of the California Compliance Employee. The Facilities  
19 shall be instructed to make a copy of all such records available to the California  
20 Compliance Employee. The statement shall be signed by a responsible corporate  
21 officer or the California Compliance Employee and include the following  
22 certification:

23 I certify under penalty of law that I have personally examined and  
24 am familiar with the information submitted in this document and  
25 all documents submitted herewith; and that, to the best of my  
26 knowledge and belief, the submitted information is true, accurate,  
27 and complete.

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1 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS, AND**  
2 **COSTS**

3 **5.1. Civil Penalties**

4 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall pay  
5 ONE MILLION TWO HUNDRED TWO THOUSAND EIGHT HUNDRED DOLLARS  
6 (\$1,202,800.00) as civil penalties pursuant to Health and Safety Code sections 25189 and 25515 and  
7 Business and Professions Code section 17206, in accordance with the terms of Exhibits C-1 and C-2.

8 **5.2. Supplemental Environmental Projects**

9 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall  
10 collectively pay TWO HUNDRED TWO THOUSAND EIGHT HUNDRED DOLLARS  
11 (\$202,800.00) for supplemental environmental projects identified in, and in accordance with the  
12 terms of, Exhibit D.

13 **5.3. Reimbursement of Costs of Investigation and Enforcement**

14 Within twenty-one (21) business days after entry of this Final Judgment, Defendants shall  
15 collectively pay TWO HUNDRED THIRTY-SEVEN THOUSAND NINE HUNDRED DOLLARS  
16 (\$237,900.00) for reimbursement of attorney's fees, costs of investigation, and other costs of  
17 enforcement, to the entities identified in, and in accordance with the terms of, Exhibits E-1 and E-2.

18 **5.4. Payments and Expenditures**

19 The payment of all civil penalties, reimbursement of cost payments, and other expenditures  
20 set forth in Paragraphs 5.1, 5.2, and 5.3, above, shall be made by checks and delivered to the District  
21 Attorney's Office for the County of Yolo, Attention: David Irej, for distribution pursuant to the  
22 terms of this Final Judgment.

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

24 6.1. This Final Judgment is a final and binding resolution and settlement of all claims,  
25 violations and causes of action arising from the matters and allegations set forth in the Complaint as  
26 to Defendants' Facilities until the entry of this Final Judgment ("Covered Matters").

27 6.2. Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved  
28 Claim." Reserved Claims include, without limitation, any violation that occurs after the filing of this

1 Final Judgment; any claim, violation, or cause of action against Defendants' independent contractors  
2 or subcontractors; and separate and independent violations arising out of matters or allegations that  
3 are not set forth in the Complaint, whether known or unknown. Reserved Claims also include any  
4 claims or causes of action against Defendants for performance of cleanup, corrective action, or  
5 response action for any actual past or future releases, spills, or disposals of hazardous waste or  
6 hazardous substances that were caused or contributed to by Defendants at or from any of Defendants'  
7 Facilities.

8 6.3. In any subsequent action that may be brought by the People based on any Reserved  
9 Claim, Defendants cannot assert that failing to pursue any Reserved Claim as part of this action  
10 constitutes claim-splitting. This Paragraph does not affect any statute of limitations, if any, which  
11 may be applicable to any Reserved Claim, and does not prohibit Defendants from asserting any  
12 statute of limitations or other legal or equitable defenses that may be applicable to any Reserved  
13 Claim.

14 6.4. Defendants covenant not to pursue any civil or administrative claims against the  
15 People or against any agency of the State of California, or any county or city in the State of  
16 California, or any CUPA, Participating Agency or local agency (collectively, "Agencies"), or against  
17 any of their officers, employees, representatives, agents, or attorneys, arising out of or related to any  
18 Covered Matter and arising before entry of this Final Judgment; provided, however, that if any  
19 Agencies initiate claims against Defendants, Defendants retain any and all rights and defenses  
20 against such Agencies.

## 21 **7. EFFECT OF FINAL JUDGMENT**

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

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

26 The failure of the People to enforce any provision of this Final Judgment shall neither be  
27 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The  
28 failure of the People to enforce any such provision shall not preclude them from later enforcing the

1 same or any other provision of this Final Judgment. Except as expressly provided in this Final  
2 Judgment, Defendants retain all defenses to any such later enforcement action. Prior to taking any  
3 action to enforce the injunctive provisions of this Final Judgment by civil contempt or pursuant to  
4 California Business and Professions Code section 17207, the People shall provide Defendants with at  
5 least ten (10) days' notice before filing any such action.

6 **9. INTERPRETATION**

7 This Final Judgment was drafted equally by all Parties hereto. Accordingly, any and all rules  
8 of construction holding that ambiguity is construed against the drafting party shall not apply to the  
9 interpretation of this Final Judgment.

10 **10. INTEGRATION**

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

16 **11. FUTURE REGULATORY CHANGES**

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

23 **12. TERMINATION OF COMPLIANCE PROGRAM**

24 Defendants' obligations to engage in a compliance program pursuant to Paragraph 4.4 of this  
25 Final Judgment shall terminate five (5) years after the Effective Date of this Final Judgment provided  
26 that Defendants first demonstrate that they paid all amounts owed per Exhibits C-1, C-2, E-1, and E-  
27 2, and expended all amounts required by Exhibit D.

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1 **13. NOTICES**

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

6 **14. CONTINUING JURISDICTION**

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

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

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

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

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

17 **17. COUNTERPART SIGNATURES**

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

21 **18. INCORPORATION OF EXHIBITS**

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

23 **19. MODIFICATION**

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

27 **20. TERMINATION OF PERMANENT INJUNCTION**

28 At any time after this Final Judgment has been in effect for five (5) years, and Defendants

1 have paid and expended all amounts required under the Final Judgment, Defendants may move to  
2 terminate the injunctive provisions in Paragraphs 4.2 and 4.3 pursuant to Code of Civil Procedure  
3 section 533 and Civil Code section 3424. After this Final Judgment has been in effect for seven (7)  
4 years, and Defendants have paid and expended all amounts required under the Final Judgment, the  
5 injunctive provisions in Paragraphs 4.2 and 4.3 will terminate automatically.

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

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

9 **IT IS SO STIPULATED.**

10 FOR THE PEOPLE:

11  
12 JEFF W. REISIG, District Attorney  
13 County of Yolo, State of California

14 DATED: 9/6/18

15 By: 

16 DAVID L. FREY

17 Assistant Chief Deputy District Attorney

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

20 DATED: 9/7/18

21 By: 

22 DOUGLAS W. WALEY

23 Supervising Deputy District Attorney

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

26 DATED: \_\_\_\_\_

27 By: \_\_\_\_\_

28 KENNETH A. MIFSUD

Assistant District Attorney

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2 terminate the injunctive provisions in Paragraphs 4.2 and 4.3 pursuant to Code of Civil Procedure  
3 section 533 and Civil Code section 3424. After this Final Judgment has been in effect for seven (7)  
4 years, and Defendants have paid and expended all amounts required under the Final Judgment, the  
5 injunctive provisions in Paragraphs 4.2 and 4.3 will terminate automatically.

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8 Entry of Judgment.

9 **IT IS SO STIPULATED.**

10 FOR THE PEOPLE:

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID J. IREY  
Assistant Chief Deputy District Attorney

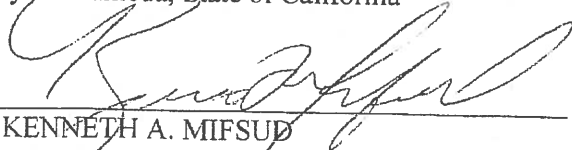
ANNE MARIE SCHUBERT, District Attorney  
County of Sacramento, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DOUGLAS WHALEY  
Supervising Deputy District Attorney

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

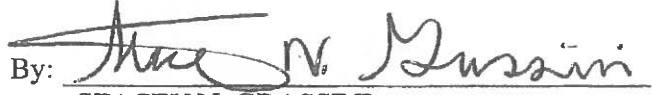
DATED: 5-23-18

By:   
KENNETH A. MIFSUD  
Assistant District Attorney

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

DATED: 6/1/18

By:   
STACEY N. GRASSINI  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
SABRINA D. ASHJIAN  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JESSICA B. BROWN  
Deputy City Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL J. WRIGHT  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANDRES H. PEREZ  
Deputy District Attorney



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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
STACEY N. GRASSINI  
Deputy District Attorney

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

DATED: 5/29/2018

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

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JESSICA B. BROWN  
Deputy City Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL J. WRIGHT  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANDRES H. PEREZ  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
STACEY N. GRASSINI  
Deputy District Attorney

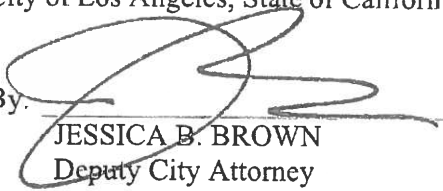
LISA A. SMITTCAMP, District Attorney  
County of Fresno, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
SABRINA D. ASHJIAN  
Deputy District Attorney

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

DATED: 4/21/18

By:   
JESSICA B. BROWN  
Deputy City Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL J. WRIGHT  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANDRES H. PEREZ  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
STACEY N. GRASSINI  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
SABRINA D. ASHJIAN  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JESSICA B. BROWN  
Deputy City Attorney

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

DATED: 6/13/2018

By:   
DANIEL J. WRIGHT  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANDRES H. PEREZ  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
STACEY N. GRASSINI  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
SABRINA D. ASHJIAN  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JESSICA B. BROWN  
Deputy City Attorney


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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL J. WRIGHT  
Deputy District Attorney

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

DATED: 6/14/18

By:   
ANDRES H. PEREZ  
Deputy District Attorney

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

DATED: May 29, 2018

By: Anne M. Michaels  
ANNE M. MICHAELS  
Assistant District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PATRICK COLLINS  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
WILLIAM G. FALLON  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JANE CRUE  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LAUREN R. MARTINEAU  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANNE M. MICHAELS  
Assistant District Attorney

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

DATED: 5/21/18

By:   
PATRICK COLLINS  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
WILLIAM G. FALLON  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JANE CRUE  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LAUREN R. MARTINEAU  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANNE M. MICHAELS  
Assistant District Attorney

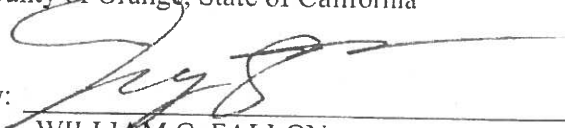
ALLISON HALEY, District Attorney  
County of Napa, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PATRICK COLLINS  
Deputy District Attorney

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

DATED: May 24, 2018

By:   
WILLIAM G. FALLON  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JANE CRUE  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LAUREN R. MARTINEAU  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANNE M. MICHAELS  
Assistant District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PATRICK COLLINS  
Deputy District Attorney

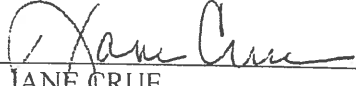
TONY RACKAUCKAS, District Attorney  
County of Orange, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
WILLIAM G. FALLON  
Deputy District Attorney

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

DATED: 5/21/18 \_\_\_\_\_

By:  \_\_\_\_\_  
JANE CRUE  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LAUREN R. MARTINEAU  
Deputy District Attorney



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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANNE M. MICHAELS  
Assistant District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
PATRICK COLLINS  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
WILLIAM G. FALLON  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JANE CRUE  
Deputy District Attorney

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


DATED: May 29, 2018

By:   
LAUREN R. MARTINEAU  
Deputy District Attorney

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

DATED: May 22, 2018

By:   
MICHAEL R. HUDSON  
Deputy City Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ELIZABETH MCCLUTCHEY  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ERIC J. DOBROTH  
Assistant District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN E. WILSON  
Deputy District Attorney in Charge

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
CHRISTOPHER DALBEY  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL R. HUDSON  
Deputy City Attorney

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

DATED: 5/23/18

By:   
ELIZABETH MCCLUTCHEY  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ERIC J. DOBROTH  
Assistant District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN E. WILSON  
Deputy District Attorney in Charge

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
CHRISTOPHER DALBEY  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL R. HUDSON  
Deputy City Attorney

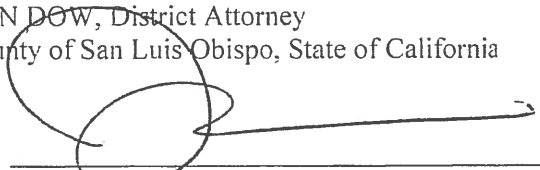
SUMMER STEPHAN, District Attorney  
County of San Diego, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ELIZABETH MCCLUTCHEY  
Deputy District Attorney

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

DATED: 5/22/18

By: \_\_\_\_\_  
  
ERIC J. DOBROTH  
Assistant District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN E. WILSON  
Deputy District Attorney in Charge

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
CHRISTOPHER DALBEY  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL R. HUDSON  
Deputy City Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ELIZABETH MCCLUTCHEY  
Deputy District Attorney

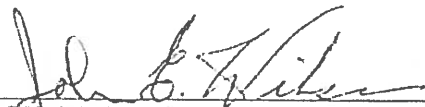
DAN DOW, District Attorney  
County of San Luis Obispo, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ERIC J. DOBROTH  
Assistant District Attorney

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

DATED: 5/22/18

By:   
JOHN E. WILSON  
Deputy District Attorney in Charge

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
CHRISTOPHER DALBEY  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL R. HUDSON  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ELIZABETH MCCLUTCHEY  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ERIC J. DOBROTH  
Assistant District Attorney


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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN E. WILSON  
Deputy District Attorney in Charge

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


DATED: 6/20/2018

By:   
CHRISTOPHER DALBEY  
Deputy District Attorney

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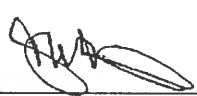
JEFFREY F. ROSEN, District Attorney  
County of Santa Clara, State of California

DATED: 8/13/18

By:   
YEN B. DANG  
Supervising Deputy District Attorney

GEORGE GASCÓN, District Attorney  
County of San Francisco, State of California

DATED: 8/13/18

By:    
GREGORY ALKER  
Assistant District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MATTHEW T. CHEEVER  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MITCHELL F. DISNEY  
Senior Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
YEN B. DANG  
Supervising Deputy District Attorney


GEORGE GASCÓN, District Attorney  
County of San Francisco, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
GREGORY ALKER  
Assistant District Attorney

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

DATED: 8/14/18

By:   
MATTHEW T. CHEEVER  
Deputy District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
MITCHELL F. DISNEY  
Senior Deputy District Attorney



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

DATED: \_\_\_\_\_

By: \_\_\_\_\_

YEN B. DANG  
Supervising Deputy District Attorney

GEORGE GASCÓN, District Attorney  
County of San Francisco, State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_

GREGORY ALKER  
Assistant District Attorney

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_

MATTHEW T. CHEEVER  
Deputy District Attorney

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

DATED: 8/17/2018

By: *Mitchell F. Disney*

MITCHELL F. DISNEY  
Senior Deputy District Attorney

1 FOR DEFENDANT WHOLE FOODS MARKET CALIFORNIA, INC.:

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DATED: 9/12/18

By: 

ALBERT PERCIVAL  
Associate General Counsel: Legal Operations,  
Compliance and Financial Transactions  
WHOLE FOODS MARKET CALIFORNIA, INC.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

HARTMAN KING LLP

DATED: 9/12/18

By: 

JENNIFER HARTMAN KING  
Attorneys for WHOLE FOODS MARKET  
CALIFORNIA, INC.

FOR DEFENDANT MRS. GOOCH'S NATURAL FOOD MARKETS, INC.:

DATED: 9/12/18

By: 

ALBERT PERCIVAL  
Associate General Counsel: Legal Operations,  
Compliance and Financial Transactions  
MRS. GOOCH'S NATURAL FOOD MARKETS,  
INC.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

HARTMAN KING LLP

DATED: 9/12/18


By: 

JENNIFER HARTMAN KING  
Attorneys for MRS. GOOCH'S NATURAL  
FOOD MARKETS, INC.

1 FOR DEFENDANT WFM-WO, INC.:

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DATED: 9/12/18

By:   
ALBERT PERCIVAL  
Associate General Counsel: Legal Operations,  
Compliance and Financial Transactions  
WFM-WO, INC.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

HARTMAN KING LLP

DATED: 9/12/18

By:   
JENNIFER HARTMAN KING  
Attorneys for WFM-WO, INC.

IT IS SO ORDERED.

DATED: SEP 17 2018

By: THOMAS E. WARRINER  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT A

### Exhibit A

Address	City	County
1025 Gilman Street	Berkeley	Alameda
3000 Telegraph Ave	Berkeley	Alameda
5200 Dublin Blvd	Dublin	Alameda
3111 Mowry Avenue	Fremont	Alameda
230 Bay Place	Oakland	Alameda
2085 Diamond Blvd, Suite 125	Concord	Contra Costa
3502 Mt Diablo Blvd	Lafayette	Contra Costa
6035 Giant Rd	Richmond	Contra Costa
100 Sunset Dr	San Ramon	Contra Costa
1333 E Newell Ave	Walnut Creek	Contra Costa
2941 Ygnacio Valley Road	Walnut Creek	Contra Costa
650 W Shaw Ave	Fresno	Fresno
239 N Crescent Dr	Beverly Hills	Los Angeles
760 South Sepulveda Blvd	El Segundo	Los Angeles
331 N Glendale Ave	Glendale	Los Angeles
6550 E Pacific Coast	Long Beach	Los Angeles
1050 Gayley Ave	Los Angeles	Los Angeles
11666 National Blvd	Los Angeles	Los Angeles
11737 San Vicente Blvd	Los Angeles	Los Angeles
2520 Glendale Blvd	Los Angeles	Los Angeles
6350 W 3rd St	Los Angeles	Los Angeles
770 S Grand Ave	Los Angeles	Los Angeles
19340 Rinaldi St	Northridge	Los Angeles
3751 E Foothill Blvd	Pasadena	Los Angeles
465 S Arroyo Pkwy	Pasadena	Los Angeles
12746 Jefferson Blvd	Playa Vista	Los Angeles
405 North Pacific Coast Hwy	Redondo Beach	Los Angeles
24130 Valencia Blvd	Santa Clarita	Los Angeles
2121 Cloverfield Blvd	Santa Monica	Los Angeles
1425 Montana Ave	Santa Monica	Los Angeles
2201 Wilshire Blvd	Santa Monica	Los Angeles
500 Wilshire Blvd	Santa Monica	Los Angeles
12905 Riverside Dr	Sherman Oaks	Los Angeles
4520 Sepulveda Blvd	Sherman Oaks	Los Angeles
18700 Ventura Blvd., Unit 190	Tarzana	Los Angeles
2655 Pacific Coast Hwy	Torrance	Los Angeles
225 Lincoln Blvd	Venice	Los Angeles
5000 Pacific Blvd	Vernon	Los Angeles
1955 E 48th St	Vernon	Los Angeles
2370 E 48th St	Vernon	Los Angeles
2376 E 48th St	Vernon	Los Angeles

## Exhibit A

Address	City	County
2307 E 49th St	Vernon	Los Angeles
7871 Santa Monica Blvd	West Hollywood	Los Angeles
21347 Ventura Blvd	Woodland Hills	Los Angeles
414 Miller Ave	Mill Valley	Marin
731 East Blithedale	Mill Valley	Marin
790 De Long Avenue	Novato	Marin
340 Third St	San Rafael	Marin
800 Del Monte Center	Monterey	Monterey
3682 Bel Aire Plaza	Napa	Napa
3301 Imperial Hwy	Brea	Orange
7881 Edinger Ave., Suite A-150	Huntington Beach	Orange
8525 Irvine Center Drive	Irvine	Orange
283 Broadway St	Laguna Beach	Orange
23932 Aliso Creek Road	Laguna Niguel	Orange
415 Newport Center Dr	Newport Beach	Orange
2847 Park Ave	Tustin	Orange
1001 Galleria Blvd	Roseville	Placer
44-459 Town Center Way	Palm Desert	Riverside
270 Palladio Pkwy	Folsom	Sacramento
4315 Arden Way	Sacramento	Sacramento
2600 Via De La Valle #100	Del Mar	San Diego
687 South Coast Highway 101	Encinitas	San Diego
8825 Villa La Jolla Drive	La Jolla	San Diego
711 University Ave	San Diego	San Diego
1150 Ocean Ave	San Francisco	San Francisco
1765 California St	San Francisco	San Francisco
2001 Market Street	San Francisco	San Francisco
3950 24th St	San Francisco	San Francisco
399 4th St	San Francisco	San Francisco
450 Rhode Island St	San Francisco	San Francisco
690 Stanyan St	San Francisco	San Francisco
2101 Jerrold Ave	San Francisco	San Francisco
1531 Froom Ranch Way, San Luis	San Luis Obispo	San Luis Obispo
1250 Jefferson Ave	Redwood City	San Mateo
1010 Park Place	San Mateo	San Mateo
3761 State Street	Santa Barbara	Santa Barbara
1690 South Bascom Ave	Campbell	Santa Clara
20955 Stevens Creek	Cupertino	Santa Clara
4800 El Camino Real	Los Altos	Santa Clara
15980 Los Gatos Blvd	Los Gatos	Santa Clara
774 Emerson St	Palo Alto	Santa Clara

## Exhibit A

Address	City	County
1140 Blossom Hill Rd	San Jose	Santa Clara
777 The Alameda	San Jose	Santa Clara
2732 Augustine Drive, Suite 1600	Santa Clara	Santa Clara
621 E Washington St	Petaluma	Sonoma
1181 Yulupa Ave	Santa Rosa	Sonoma
390 Coddington Mall	Santa Rosa	Sonoma
6910 McKinley St	Sebastopol	Sonoma
201 West Napa St	Sonoma	Sonoma
650 Town Center Drive	Oxnard	Ventura
740 N Moorpark Rd	Thousand Oaks	Ventura
500 First St	Davis	Yolo

# EXHIBIT B



**Exhibit B**

**NOTICES**

For the People:

1. City Attorney of Los Angeles  
c/o Jaclyn Romano  
Deputy City Attorney  
200 N. Main St., CHE, 5<sup>th</sup> Floor  
Los Angeles, CA 90012  
Email Address: Jaclyn.Romano@lacity.org
  
2. District Attorney of Yolo County  
c/o David Irey  
Assistant Chief Deputy District Attorney  
301 Second Street  
Woodland, CA 95695  
Email Address: David.Irey@yolocounty.org
  
3. District Attorney of Contra Costa  
County c/o Stacey Grassini  
Deputy District Attorney  
900 Ward Street  
P.O. Box 670  
Martinez, CA 94553  
Email Address: SGrassini@contracosta.org

For the Defendants:

1. Jennifer Hartman King  
Hartman King PC  
520 Capitol Mall, Suite 750  
Sacramento, CA 95814  
Email Address: JHartmanKing@HartmanKingLaw.com
  
2. John H. Hempfling II  
Associate General Counsel, Litigation  
Whole Foods Market Services, Inc.  
828 W. 6<sup>th</sup> Street, Suite 200  
Austin, TX 78703  
Email Address: John.Hempfling@wholefoods.com

# EXHIBIT C-1

**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
Alameda Co. District Attorney's Office	\$ 86,500.00	\$ -	\$ -	\$ 86,500.00
Contra Costa Co. District Attorney's Office*	\$ 85,500.00	\$ 87,500.00	\$ -	\$ 173,000.00
Fresno Co. District Attorney's Office	\$ 3,750.00	\$ -	\$ -	\$ 3,750.00
Los Angeles City Attorney's Office	\$ 86,500.00	\$ -	\$ -	\$ 86,500.00
Los Angeles Co. District Attorney's Office	\$ 50,300.00	\$ -	\$ -	\$ 50,300.00
Marin Co. District Attorney's Office	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
Monterey Co. District Attorney's Office	\$ 3,750.00	\$ -	\$ -	\$ 3,750.00
Napa Co. District Attorney's Office	\$ 3,750.00	\$ -	\$ -	\$ 3,750.00
Orange Co. District Attorney's Office	\$ 86,500.00	\$ -	\$ -	\$ 86,500.00
Placer Co. District Attorney's Office** (see below)	\$ 3,750.00	\$ -	\$ -	\$ 3,750.00
Riverside Co. District Attorney's Office*** (see below)	\$ 3,750.00	\$ -	\$ -	\$ 3,750.00
Sacramento Co. District Attorney's Office**** (see below)	\$ 86,500.00	\$ -	\$ -	\$ 86,500.00
San Diego City Attorney's Office	\$ 86,500.00	\$ -	\$ -	\$ 86,500.00
San Diego Co. District Attorney's Office	\$ 3,750.00	\$ -	\$ -	\$ 3,750.00
San Francisco Co. District Attorney's Office	\$ 86,500.00	\$ -	\$ -	\$ 86,500.00
San Luis Obispo Co. District Attorney's Office	\$ 3,750.00	\$ -	\$ -	\$ 3,750.00
San Mateo Co. District Attorney's Office	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
Santa Barbara Co. District Attorney's Office	\$ 3,750.00	\$ -	\$ -	\$ 3,750.00
Santa Clara Co. District Attorney's Office	\$ 26,000.00	\$ -	\$ -	\$ 26,000.00
Sonoma Co. District Attorney's Office	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00
Ventura Co. District Attorney's Office	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
Yolo Co. District Attorney's Office	\$ 83,000.00	\$ 87,500.00	\$ 2,500.00	\$ 173,000.00
<b>Totals - Prosecutor Civil Penalties</b>	<b>\$ 845,800.00</b>	<b>\$ 175,000.00</b>	<b>\$ 2,500.00</b>	<b>\$ 1,023,300.00</b>

\*Contra Costa: Court further orders that these proceeds are designated as non-supplanting funds to be used by the Contra Costa County District Attorney's Office for the investigation and prosecution of cases pursuant to Business and Professions Code Sections 17200 et seq.

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

\*\*\* RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$3,750.00 to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

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

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

# EXHIBIT C-2

**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
Alameda Co. - Berkeley City Toxics Management Division	\$ 3,000.00	\$ -	\$ 3,000.00
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	\$ 1,500.00	\$ -	\$ 1,500.00
Alameda Co. - Environmental Health Services	\$ 3,000.00	\$ -	\$ 3,000.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 16,000.00	\$ -	\$ 16,000.00
Department of Toxic Substances Control*(see below)	\$ -	\$ 5,000.00	\$ 5,000.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 1,500.00	\$ -	\$ 1,500.00
Los Angeles Co. - El Segundo Fire Dept.	\$ 1,500.00	\$ -	\$ 1,500.00
Los Angeles Co. - Glendale City Fire Dept., Environ. Mgmt. Center	\$ 1,500.00	\$ -	\$ 1,500.00
Los Angeles Co. - Long Beach Environmental Health	\$ 1,500.00	\$ -	\$ 1,500.00
Los Angeles Co. - Vernon Environmental Health	\$ 1,500.00	\$ -	\$ 1,500.00
Los Angeles Co. - Fire Health Hazmat	\$ 31,500.00	\$ -	\$ 31,500.00
Marin Co. - Dept. of Public Works, Waste Mngt. Div.	\$ 6,000.00	\$ -	\$ 6,000.00
Monterey Co. - Environmental Health Division	\$ 1,500.00	\$ -	\$ 1,500.00
Napa Co. - Dept. of Env. Mngt.	\$ 1,500.00	\$ -	\$ 1,500.00
Orange Co. - Environmental Health**(see below)	\$ 7,500.00	\$ -	\$ 7,500.00
Placer Co. - Roseville City Fire Dept.	\$ 1,500.00	\$ -	\$ 1,500.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 1,500.00	\$ -	\$ 1,500.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 13,000.00	\$ -	\$ 13,000.00
San Diego Co. - Dept. of Environmental Health	\$ 16,000.00	\$ -	\$ 16,000.00
San Francisco Co. - City & County Public Health Dept.	\$ 12,000.00	\$ -	\$ 12,000.00
San Luis Obispo Co. - Environmental Health Services	\$ 1,500.00	\$ -	\$ 1,500.00
San Mateo Co. - Environmental Health Division	\$ 3,000.00	\$ -	\$ 3,000.00
Santa Barbara Co. - Environmental Health Services	\$ 1,500.00	\$ -	\$ 1,500.00
Santa Clara Co. - City of Santa Clara Fire Department	\$ 1,500.00	\$ -	\$ 1,500.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 9,000.00	\$ -	\$ 9,000.00
Sonoma Co. - City of Healdsburg/City of Sebastopol JPA	\$ 1,500.00	\$ -	\$ 1,500.00
Sonoma Co. - Fire & Emergency Services Dept.	\$ 1,500.00	\$ -	\$ 1,500.00
Sonoma Co. - Petaluma City Fire Department	\$ 1,500.00	\$ -	\$ 1,500.00
Sonoma Co. - Santa Rosa City Fire	\$ 3,000.00	\$ -	\$ 3,000.00
Ventura Co. - City of Oxnard Fire Dept.	\$ 1,500.00	\$ -	\$ 1,500.00
Ventura Co. - Environmental Health Division	\$ 1,500.00	\$ -	\$ 1,500.00
Yolo Co. - Environmental Health	\$ 22,000.00	\$ 2,500.00	\$ 24,500.00
<b>Total - Agency Civil Penalties</b>	<b>\$ 172,000.00</b>	<b>\$ 7,500.00</b>	<b>\$ 179,500.00</b>
* DTSC: Defendants shall pay Plaintiff the sum of \$5,000.00 as and for civil penalties, pursuant to Health and Safety Code section 25192. Said payment shall be made payable to the Department of Toxic Substances Control-Toxic Substance Control Account and delivered to the Yolo County District Attorney's Office Consumer Fraud and Environmental Protection Division.			
**ORANGE: \$7,500.00 is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.			

# EXHIBIT D

## **Exhibit D – Supplemental Environmental Projects**

### **1. Craig Thompson Environmental Protection Prosecution Fund.**

WHOLE FOODS MARKET CALIFORNIA, INC., a California corporation; MRS. GOOCH'S NATURAL FOOD MARKETS, INC., a California corporation; and WFM-WO, INC., a Delaware corporation (DEFENDANTS) shall provide the amount of Forty-Two Thousand and Five Hundred Dollars (\$42,500.00) payable to the Craig Thompson Environmental Protection Prosecution Fund ("CTEPP Fund") to be used for purposes consistent with the mission of the CTEPP Fund.

### **2. California Certified Unified Program Agency Forum Projects.\***

DEFENDANTS shall provide the amount of Twenty-Seven Thousand and Eight Hundred Dollars (\$27,800.00) payable to the CUPA Forum Environmental Protection Trust Fund ("CUPA Trust Fund"), which is administered and to be used by the California Certified Unified Program Agency Forum, for purposes consistent with the mission of the CUPA Trust Fund.

### **3. California District Attorneys Association Circuit Prosecutor Project.\***

DEFENDANTS shall provide the amount of Thirty-Seven Thousand and Five Hundred Dollars (\$37,500.00) payable to the California District Attorneys Association – Circuit Prosecutor Project ("Circuit Prosecutor Project") for purposes consistent with the objectives of the Circuit Prosecutor Project.

### **4. California District Attorneys Association Environmental Project.\***

DEFENDANTS shall provide the amount of Twenty-Five Thousand Dollars (\$25,000.00) payable to the California District Attorneys Association – Environmental Project ("Environmental Project") to be used by the Environmental Project for the

purpose of providing training consistent with the objectives of the Environmental Project.

**5. Western States Project.\***

DEFENDANTS shall provide the amount of Twenty-Five Thousand Dollars (\$25,000.00) payable to the Western States Project to be used by the Western States Project for an environmental enforcement newsletter and the development and maintenance of a webpage with information about the Regional Environmental Enforcement Associations.

**6. California Hazardous Material Investigators Association (CHMIA).\***

DEFENDANTS shall provide the amount of Fifteen Thousand Dollars (\$15,000.00) payable to the California Hazardous Materials Investigators Association to fund partial scholarships for attendance and participation at their annual training conference.

**7. Environmental Enforcement and Training Account.**

DEFENDANTS shall provide the amount of Thirty Thousand Dollars (\$30,000.00) payable to the "Secretary for California Environmental Protection Agency" for deposit in the Environmental Enforcement and Training Account as set forth in Penal Code Section 14300 et seq., for purposes consistent with the mission of the Environmental Enforcement and Training Act of 2002.

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



# EXHIBIT E-1

## EXHIBIT E-1 -- COSTS

Agency	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 11,700.00
Contra Costa Co. District Attorney's Office	\$ 48,800.00
Fresno Co. District Attorney's Office	\$ 900.00
Los Angeles City Attorney's Office	\$ 22,500.00
Los Angeles Co. District Attorney's Office	\$ 900.00
Marin Co. District Attorney's Office	\$ 900.00
Monterey Co. District Attorney's Office	\$ 900.00
Napa Co. District Attorney's Office	\$ 900.00
Orange Co. District Attorney's Office	\$ 6,150.00
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)	\$ 10,500.00
San Diego City Attorney's Office	\$ 10,650.00
San Diego Co. District Attorney's Office	\$ 2,400.00
San Francisco Co. District Attorney's Office	\$ 24,300.00
San Luis Obispo Co. District Attorney's Office	\$ 900.00
San Mateo Co. District Attorney's Office	\$ 900.00
Santa Barbara Co. District Attorney's Office	\$ 900.00
Santa Clara Co. District Attorney's Office	\$ 900.00
Sonoma Co. District Attorney's Office	\$ 1,650.00
Ventura Co. District Attorney's Office	\$ 900.00
Yolo Co. District Attorney's Office**** (see below)	\$ 71,305.00
<b>Total - Prosecutor Costs</b>	<b>\$ 220,755.00</b>
<p>* PLACER: The money paid to the Placer District Attorney as costs, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs expended in the enforcement of the consumer protection and environmental laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.</p>	
<p>** RIVERSIDE Costs: "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.</p>	
<p>*** SACRAMENTO: The money paid to the Sacramento District Attorney as costs, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs expended in the enforcement of the consumer protection and environmental laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.</p>	
<p>**** 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 \$51,305.00, and (2) one check addressed to the Craig Thompson Environmental Protection Prosecution Fund in the amount of \$20,000.00.</p>	

# EXHIBIT E-2

## EXHIBIT E-2 -- COSTS

Agency	Total Costs to Agency
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 1,800.00
Department of Toxic Substances Control	\$ 2,550.00
Orange Co. - Environmental Health * (see below)	\$ 300.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 3,000.00
San Diego Co. - Dept. of Environmental Health	\$ 3,750.00
San Francisco Co. - City & County Public Health Dept.	\$ 3,000.00
Yolo Co. - Environmental Health	\$ 2,745.00
<b>Total - Agency Costs</b>	<b>\$ 17,145.00</b>
<p>*ORANGE: \$300.00 is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.</p>	