ALAMEDA COUNTY
DEC 31 2014
CLERK OF THE SUPERIOR COURT
By CHERYL CLARK
Deputy

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FILED
ALAMEDA COUNTY
JAN 02 2015
CLERK OF THE SUPERIOR COURT
By K. McCoy Deputy

[Additional Plaintiff's Counsel Continued on Exhibit A]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, v. SAFEWAY INC., a Delaware Corporation, Defendant(s)	Case No. RG 14758173 (GDC) ~~STIPULATION FOR ENTRY OF~~ **FINAL JUDGMENT AND PERMANENT INJUNCTION** *Exempt from fees per Government Code §6103*

WHEREAS, this Stipulation for Entry of Final Judgment and Permanent Injunction ("Final Judgment") is entered into by Plaintiff, the People of the State of California ("People"), and Defendant Safeway Inc., ("Defendant" or "Safeway") that does and did business in its own capacity and/or through agents, affiliates, and subsidiaries, by their respective attorneys. The People and Defendant shall be referred to collectively as "Parties." The Parties have stipulated and consented to the entry of this Final Judgment prior to trial. The Parties have agreed to settle

the above captioned matter without further litigation, as set forth below.

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

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

FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT

1. JURISDICTION

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

2. SETTLEMENT OF DISPUTED CLAIMS

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

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

3. DEFINITIONS

Except where otherwise expressly defined in this Final Judgment, all terms shall be interpreted consistent with the Hazardous Waste Control Law, Health and Safety Code Sections 25100-25258.2; Hazardous Materials Release Response Plans and Inventory Law, Health and Safety Code Sections 25500-25520; the Medical Waste Management Act, Health and Safety Code Sections 117600-118360; and the regulations promulgated under these sections.

"California Facilities" means any Safeway facility in the State of California including, but not limited to, retail stores, pharmacies, distribution centers, and trucking operations owned or operated by Defendant and used to transport products and materials to and from such facilities located in the State of California that prior to or as of December 1, 2014, are owned or operated by Defendant as identified in Exhibits B-1 and B-2, attached. "Open Facilities" are listed in Exhibit B-1 and are those facilities open as of December 1, 2014. "Closed Facilities" are those listed in Exhibit B-2 and are those facilities that were open as of April 25, 2007, but closed prior to December 1, 2014. Exhibit B shall not be to the exclusion of any locations that may have been inadvertently omitted, where the Parties agree in writing that an omitted location should be included. As to any locations that have been omitted, Defendant shall provide the following to the People within thirty (30) days after the omission comes to the attention of Defendant: (a) written notice of such additional locations; and (b) to the best of Defendant's knowledge and belief, copies of any notices of violation and/or governmental inspection reports applicable to such locations that have been received by that location since April 25, 2007, to the date of entry of this Final Judgment. If after the People have had sufficient time within which to review the alleged reason for the omission and after Defendant has established to the satisfaction of the People that the omission was inadvertent, the Parties shall agree in writing that the additional location(s) be included in the Final Judgment.

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

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

"Release" includes, but is not limited to, any spilling, leaking, pumping, injecting, escaping, leaching, dumping, or disposing into the environment.

4. <u>INJUNCTIVE RELIEF</u>

Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 118325,

and Business and Professions Code section 17203, and subject to Paragraph 23 below, Defendant shall comply with the Hazardous Waste Control Law, Health and Safety Code Sections 25100-25258.2; Hazardous Materials Release Response Plans and Inventory Law, Health and Safety Code Sections 25500-25520; the Medical Waste Management Act, Health and Safety Code Sections 117600-118360; the Confidentiality of Medical Information Act, Civil Code sections 56-56.37; and the applicable regulations promulgated under these sections, to the extent that these provisions apply to Safeway's business operations at its Open Facilities. Failure to comply with this injunction or any of the specific additional injunctive provisions that follow may subject Defendant to sanctions, including, but not limited to, contempt and/or additional penalties. Paragraph 15, below, applies to any application or motion for failure to comply with the injunctive provisions of this Final Judgment.

4.1 Specific Injunctive Provisions

Defendant shall comply with each of the following provisions at and from the Open Facilities to the extent that these provisions apply to Safeway's business operations at its Open Facilities:

4.1.a Defendant shall not dispose, or cause the disposal, of any hazardous waste at a point not authorized or permitted by the Department of Toxic Substances Control ("DTSC"), in violation of Health & Safety Code Sections 25189, including, without limitation, to any trash compactor, dumpster, drain, sink, or toilet at any of the Open Facilities, or onto the surface or subsurface of the ground at any unauthorized location, or at a landfill or transfer station not authorized to receive hazardous waste.

4.1.b Defendant shall determine, at each Open Facility, whether each item returned by a customer to that facility is "waste" as defined by California Code of Regulations, Title 22, Section 66261.2, and if so, determine if that waste is "hazardous waste," as required by California Code of Regulations, Title 22, Section 66262.11.

4.1.c Defendant shall determine, at each Open Facility, whether each waste generated at that facility as a result of a spill, container breakage or other means rendering the product not usable for its intended purpose, is a "hazardous waste" as required by California

Code of Regulations, Title 22, section 66262.11.

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

4.1.e Defendant shall not transport, transfer custody of, or cause to be transported, any hazardous waste unless the transporter is properly licensed and registered to do so, as required by Health & Safety Code Section 25163. This prohibition includes, without limitation, the transportation of any hazardous waste by a person that is not properly licensed and registered to transport hazardous waste on a tractor and/or trailer owned or operated by Defendant.

4.1.f Defendant shall not transport, or cause to be transported, any hazardous waste to an unauthorized location, in violation of Health & Safety Code Section 25189.5.

4.1.g Defendant shall not transport, or cause to be transported, any item that would be considered hazardous waste in California pursuant to Chapter 11 of Title 22, Division 4.5 of the California Code of Regulations, as part of its "Reverse Logistics" process. For purposes of this paragraph, "Reverse Logistics" is the process of moving goods through the logistics chain from their typical final destination (retail facility) back to the manufacturer or some other third party for the purpose of waste minimization and/or consolidating returned, recalled or other items for the purpose of capturing value, reuse of the items, donation of the items, return to the manufacturer, or for proper disposal as waste. This paragraph forbids Defendant from transporting any hazardous waste item from its retail facilities (which would be the point of generation) to Defendant's distribution centers, and/or from Defendant's retail facilities or distribution centers (which would also be a potential point of generation) to any third party, including but not limited to, the manufacturer or the manufacturer's designated agent.

4.1.h Defendant shall lawfully and timely dispose of all accumulated hazardous waste from each Open Facility at least one time during every ninety (90) day period (unless a longer interval is allowed for by California Code of Regulations Section 66262.34 or other law);

and shall timely cause to be prepared and filed with DTSC a hazardous waste manifest for all hazardous waste that is transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or any combination thereof, as provided by Health & Safety Code section 25160(b)(3) and California Code of Regulations, Title 22, Section 66262.23; and shall timely notify DTSC by causing to be filed an exception report concerning the treatment, storage, or disposal facility's failure to return any executed manifest.

4.1.i Defendant or Defendant's designated contractor shall contact the transporter and/or the owner or operator of the designated facility which was to receive any hazardous waste to determine the status of the hazardous waste in the event of non-receipt of a copy of the manifest with the handwritten signature of the owner or operator of the designated facility within thirty-five (35) days of the date the waste was accepted by the initial transporter, as provided by California Code of Regulations, Title 22, Section 66262.42.

4.1.j Defendant shall not treat, store, dispose of, transport, or offer for transportation, any hazardous waste without having received and used a proper identification number from the U.S. Environmental Protection Agency or DTSC, for the originating Open Facility, as provided by Title 22 of the California Code of Regulations, section 66262.12, subdivision (a).

4.1.k Defendant shall maintain a program for the lawful storage, handling and accumulation of hazardous waste, and for the lawful segregation of hazardous-waste items that are in leaking containers, as provided by Health & Safety Code section 25123.3 and California Code of Regulations, Title 22, sections 66262.34, 66265.173, and 66265.177.

4.1.l Defendant shall maintain properly designated and designed hazardous waste storage areas, which include the segregation of hazardous wastes, and shall conduct weekly inspections of hazardous waste storage areas, at each Open Facility, as required by California Code of Regulations, Title 22, sections 66262.34 and 66265.174.

4.1.m Defendant shall maintain an employee training program designed to enhance employee awareness of any regulatory or statutory changes in California environmental compliance requirements, including, but not limited to, changes in Chapters 6.5 and 6.95 of

Division 20 of the Health & Safety Code, and of any corresponding changes in Defendant's environmental compliance program(s). Defendant shall also comply with all requirements of California Code of Regulations, Title 22, section 66265.16, regarding training employees to handle hazardous waste, including, but not limited to, retention of training records for the requisite time period for current and former employees.

4.1.n Defendant shall have in place at all times a hazardous waste contingency plan and emergency procedures for each Open Facility if required by California Code of Regulations, Title 22, Sections 66262.34, and 66265.51 through 66265.56.

4.1.o Defendant shall, at each Open Facility, continuously implement, maintain, and submit to the responsible "unified program agency" (as defined in Health and Safety Code section 25501), a complete hazardous materials business plan, as required by Health and Safety Code Section 25507 and California Code of Regulations, Title 19, Section 2729 [Minimum Standards for Business Plans], as applicable. Each hazardous materials business plan shall include procedures for emergency response to a release or threatened release of hazardous materials, as required by Health and Safety Code Sections 25505 and 25507. Such plan shall also include an employee training program that meets the requirements of Health and Safety Code Section 25505 subdivision (a)(4), and California Code of Regulations, Title 19, Section 2732 [Training].

4.1.p Defendant shall immediately report any release or threatened release of a reportable quantity of any hazardous material from any Open Facility into the environment, as required by Health and Safety Code section 25510.

4.1.q Defendant shall prepare, or cause to be prepared, hazardous waste manifests, as required by Health and Safety Code Sections 25160(a) and (b), 25160.2(b)(3) and California Code of Regulations, Title 22, Section 66262.40(a), as applicable.

4.1.r Defendant shall maintain a copy of each hazardous waste manifest signed in accordance with Title 22 of the California Code of Regulations section 66262.23(a), for three (3) years, or until the generator received a signed copy from the designated facility which received the hazardous waste, as provided by California Code of Regulations, Title 22, section

66262.40(a).

4.1.s Defendant shall properly manage, mark, and store universal waste in compliance with the standards for universal waste management found in California Code of Regulations, Title 22, Sections 66273.1 et seq., as applicable.

4.1.t Defendant shall keep a record with the information required by Title 22 of the California Code of Regulations section 66273.39, subdivisions (a)-(c) of each shipment, if any, of universal waste either received at or sent offsite from, any Open Facility.

4.1.u Defendant shall comply with the California Medical Waste Management Act, Health and Safety Code sections 117600, et seq.

4.1.v Defendant shall not knowingly cause to be deposited, without the permission of the owner, any hazardous substance upon the land of another, in violation of Penal Code section 374.8, subdivision (b).

4.1.w Defendant shall maintain and enhance, as necessary, its program for the destruction of, customers' records within its custody or control which contain confidential medical information that is no longer to be retained by the business in a manner that preserves the confidentiality of the information contained therein, as required by California Civil Code Section 56.101.

4.2 Reverse Distribution of Pharmaceuticals

4.2.a Beginning no later than June 1, 2015, Defendant shall work with or continue working with appropriate stakeholders from business and government, including the U.S. Environmental Protection Agency, the U.S. Food and Drug Administration, the California Department of Public Health and DTSC, either directly or through trade associations or informal coalitions of interested parties, undertaking to promote federal regulatory reform regarding the proper management of non-dispensable pharmaceuticals, including over-the-counter medications, through "reverse distribution." For purposes of compliance with this Paragraph, at a minimum this work shall include quarterly communication with counsel or appropriate compliance personnel for CVS Pharmacy Inc. and Albertsons, LLC, or any three other retailers of Safeway's choosing, related to ongoing efforts of state and national non-dispensable

pharmaceutical regulatory reform. Such work may also include coordination and communication with national retail trade associations. Progress on such work shall be included in the status reports required by Paragraph 22 below.

4.2.b During the term of this Final Judgment, the People shall only pursue a violation of this Final Judgment or applicable law regarding the reverse distribution of pharmaceuticals if Defendant is unable to demonstrate reasonable diligence in performing work on the federal regulatory reform described in subparagraph 4.2.a above. Nothing herein shall prevent the People from pursuing appropriate enforcement of this Final Judgment or applicable law regarding the reverse distribution of non-dispensable pharmaceuticals for acts or omissions in violation of applicable law occurring on or after ninety (90) days following receipt by Defendant of written notice as provided by Paragraph 8 of the People's intent to do so. The Parties shall attempt to resolve any such dispute by means of good faith informal negotiations.

4.2.c For the purpose of this Paragraph, "pharmaceuticals" shall have the same meaning as "drug" as defined by the Federal Food, Drug, and Cosmetic Act, 21 USC §321(g).

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

In consideration of Defendant's efforts to implement an improved company-wide retail hazardous/unsalable product waste program, Defendant shall, in accordance with this Final Judgment, pay the below Civil Penalties, fund the Supplemental Environmental Projects provided for in this Final Judgment, and pay partial costs, in the total amount of Nine Million Eight Hundred and Seventy Thousand Dollars ($9,870,000). Said payments may be made by business or cashier's check and shall be made as set forth in paragraphs 5.1 and 5.4 below. Within twenty-one (21) business days of the date of entry of this Final Judgment, Defendant shall ensure all required payments have been made in accordance with the instructions in Exhibits C, D and E, and delivered to the District Attorney's Office for the County of Alameda, Attention: Kenneth A. Mifsud, Assistant District Attorney, for distribution pursuant to the terms of this Final Judgment.

5.1 Civil Penalties

5.1.a Defendant shall pay Six Million Seven Hundred and Twenty Thousand Dollars ($6,720,000) as civil penalties for alleged violations of the above-referenced laws, pursuant to Health and Safety Code sections 25189 and 25515 and Business and Professions Code section 17206, to the prosecuting agencies/regulatory agencies identified in, and in accordance with the terms of, Exhibits C-1 and C-2, attached.

5.2 Supplemental Environmental Projects

Defendant shall pay **Two Million Dollars ($2,000,000)** for supplemental environmental projects identified in, and in accordance with the terms of, Exhibit D, attached.

5.3 Enhanced Environmental Compliance Efforts

Defendant agrees to continue to work toward and maintain innovative improvements in its computerized hazardous waste classification scanning programs installed at all stores and distribution centers identified in Exhibit B-1 (Open Facilities). In addition, Defendant agrees to continue their First Assistant Store Manager Program designed to address environmental compliance at the store level. Defendant agrees to conduct annual dumpster audits by means and methods to be determined by Defendant, but each audit shall constitute at least 10% of the then currently operating stores and distribution centers identified in Exhibit B-1 per year, for a period of five (5) years from the date of execution of this Agreement. Defendant will provide notice to the People by notifying Kenneth A. Mifsud using the email address listed in Paragraph 8 below, at least two days in advance of each annual audit that is conducted for the purpose of compliance with this Paragraph, and allow the People the opportunity to attend and observe each such dumpster audit. Defendant will provide the results (including any and all photographs taken) to the People as part of the annual Status Report as set forth in Paragraph 22.

5.4 Reimbursement of Partial Costs of Investigation and Enforcement

Defendant shall pay One Million One Hundred and Fifty Thousand Dollars ($1,150,000) for partial reimbursement of attorney's fees, costs of investigation, and other costs of enforcement, to the entities identified in, and in accordance with the terms of, Exhibits E-1

and E-2, attached.

6. ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES

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

7. MATTERS COVERED BY THIS FINAL JUDGMENT

7.1 This Final Judgment is a final and binding resolution and settlement of all claims, violations or causes of action expressly alleged by the People in the Complaint, or claims that could have been asserted within the scope of the allegations set forth in the Complaint ("Covered Matters"), against Defendant and its current or former parents, subsidiaries, and affiliates, and each of their subsidiaries, affiliates, California Facilities, successors, heirs, assigns, and each of their respective officers, directors, shareholders, partners, employees, agents, representatives, members, managing members, managers, property owners, board members, and facility operators ("Entities Covered by Final Judgment"). The People further covenant not to sue the Entities Covered by this Final Judgment for any Covered Matter. Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved Claim." Reserved Claims include, without limitation, any violation that occurs after the execution of this Agreement. The People reserve the right to pursue any Reserved Claim, and Defendant reserves its defenses against any Reserved Claim.

7.2 Any claims or causes of action by the People against Defendant for performance of cleanup, corrective action, or response action for any actual past or future release, as defined in Paragraph 3, of hazardous waste or hazardous substances, universal waste, sharps waste, pharmaceutical waste, or any other material, substance, or waste, that were caused

or contributed to by Defendant at or from its California Facilities, and any claims or causes of action for performance of cleanup, corrective action, or response action relating to Defendant's disposal of the same that are discovered by the People after execution of this Agreement are Reserved Claims.

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

7.4 In the event litigation is filed by an entity that is not a party to this action against Defendant or any affiliates arising out of or related to a Covered Matter, Defendant may, within thirty (30) days following service of such litigation, notify the People of such litigation. Upon such timely notice, the People will undertake a good faith effort to determine whether the subsequent litigation is barred by the terms of this Final Judgment and the principle of *res judicata*. If the People determine that the subsequent litigation is barred by the terms of this Final Judgment and the principle of *res judicata*, the People may appear in person or in writing in such subsequent litigation to explain the People's view of the effect of this Final Judgment on such litigation and the People will not oppose Defendant in arguing that the subsequent litigation is barred by the principle of *res judicata*. No language in this paragraph will preclude Defendant from asserting in any subsequent litigation any and all applicable legal and equitable defenses regarding compliance with any provision in this Final Judgment or the laws or regulations cited in this Final Judgment or cited in the Complaint, including, but not limited to, *res judicata*.

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

7.6 Paragraph 7.1 does not limit the ability of the People to enforce the terms of this Final Judgment.

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

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

8. NOTICE

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

For the People:

Kenneth A. Mifsud
Assistant District Attorney
Alameda County District Attorney's Office
Consumer and Environmental Protection Division
7677 Oakport Street, Suite 650
Oakland, California 94621-1934
Email: ken.mifsud@acgov.org

With a copy to:

David J. Irey
Assistant Chief Deputy District Attorney
Yolo County District Attorney's Office
301 Second Street
Woodland, California 95695-3415
Email: david.irey@yolocounty.org

William G. Fallon
Deputy District Attorney
Orange County District Attorney's Office
Environmental Protection Unit
401 Civic Center Dr. W
Santa Ana, CA 92701
Email: William.Fallon@da.ocgov.com

For Defendant Safeway Inc.:

Robert A. Gordon
Valerie D. Lewis
Legal Division
5918 Stoneridge Mall Road
Pleasanton, CA 94588-3229
Email: valerie.lewis@safeway.com

With a copy to:

Gregory W. Blount
Troutman Sanders, LLP
600 Peachtree Street, NE Suite 5200
Atlanta, GA 30308

Any Party may change its notice name and address by informing the other Party in writing, but no change is effective until it is received. All notices and other communications required or permitted under this Final Judgment that are properly addressed as provided in this paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days following deposit in the United States mail, postage prepaid, if delivered by mail, or the day that electronic mail is sent if sent before 5 p.m. Pacific time to the electronic mail addresses of the designated recipients for notice concurrent with sending the notice by overnight mail.

9. EFFECTS OF FINAL JUDGMENT

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

regulation. Except as expressly provided in this Final Judgment, Defendant retains all of its defenses to the exercise of the aforementioned authority.

10. LIABILITY OF THE PEOPLE

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

11. NO WAIVER OF THE RIGHT TO ENFORCE

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

12. FUTURE REGULATORY CHANGES

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

13. APPLICATION OF FINAL JUDGMENT

This Final Judgment shall apply to and be binding upon the People and upon Defendant and its officers, directors, managers, employees, agents, successors and assigns. Nothing in this Final Judgment shall create personal liability for Defendant's current or former officers,

directors, shareholders, partners, board members, employees, agents, representatives, members, managing members, managers, property owners or facility operators in their individual capacity.

14. AUTHORITY TO ENTER FINAL JUDGMENT

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

15. CONTINUING JURISDICTION

The Court shall retain continuing jurisdiction to enforce the terms of this Final Judgment and to address any other matters arising out of or regarding this Final Judgment. The Parties shall meet and confer at least ten (10) days prior to the filing of any application or motion relating to this Final Judgment and shall negotiate in good faith in an effort to resolve any dispute without judicial intervention; provided, however, that the ten (10) day period referenced above shall be shortened to five (5) days regarding any alleged violation of paragraph 4.1.a of this Final Judgment. If the Parties are unable to resolve their dispute after meet-and-confer discussions, any Party may move this Court seeking a resolution of that dispute by the Court.

16. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS

On reasonable notice, Defendant shall permit any duly authorized representative of the People to inspect and copy records and documents as they deem reasonably necessary to determine compliance with the terms of this Final Judgment. Nothing in this Paragraph is intended to require access to or production of any documents that are protected from production or disclosure by the attorney-client privilege, attorney work product doctrine, any other applicable privilege, defense, exemption, or immunity afforded to Defendant under applicable law, nor does it waive any of the objections or defenses to which Defendant would be entitled in responding to requests for documents made by subpoena or other formal legal process or discovery. This obligation shall not require Defendant to alter its normal document-retention policies (including, but not limited to, policies regarding backup tapes for electronic documents); provided, however, that Defendant's policies must comply with Health and Safety Code Chapters 6.5 and 6.95; Health and Safety Code sections 117600, *et seq.*; Civil Code sections 56,

et seq., and their implementing regulations as applicable, to the extent those provisions apply to Defendant's California Facilities. The Parties agree that Defendant will not be deemed in violation of this Paragraph for failure to maintain such records unless Defendant fails to exercise reasonable diligence in administering this record retention requirement. Nothing in this Paragraph is intended to limit the authority of any governmental agency to inspect Defendant or its records and documents under applicable law.

17. PAYMENT OF LITIGATION EXPENSES AND FEES

Neither Party has any obligation to pay the other's fees and costs incurred in connection with this matter, and each Party shall bear its own attorneys' fees and costs other than as provided in Paragraph 5 of this Agreement.

18. INTERPRETATION

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

19. COUNTERPART SIGNATURES

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

20. INTEGRATION

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

21. MODIFICATION OF FINAL JUDGMENT

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

22. STATUS REPORTS

Beginning six (6) months after entry of this Final Judgment, for as long as this Final Judgment remains in effect, Defendant shall submit an annual status report to the People's

representative listed in Paragraph 8 above. The status report shall: (1) briefly summarize the actions that Defendant has taken during the previous year to comply with its obligations under Paragraph 5 of this Final Judgment including, but not limited to, detailed information and evidence of expenditures for the enhanced environmental compliance efforts made by Defendant as required under Paragraph 5.3 of this Final Judgment and the results of the dumpster audits conducted by Defendant as set forth in Paragraph 5.3; (2) disclose and provide copies of any notices of violation that Defendant has received in the preceding year pertaining to the environmental matters addressed in this Final Judgment at its California Facilities, and disclose any corrective measures taken as a result; (3) set forth any penalties Defendant has paid to any CUPA in the preceding year for alleged noncompliance with any of the aforementioned environmental statutes or regulations arising from its California Facilities; and (4) update the list of Open Facilities subject to this injunction and those facilities that have closed, due to any activity in the prior year (the current state of those lists is reflected in Exhibit B-1 and B-2 to this Final Judgment, respectively). Each status report shall be signed by an officer or corporate level manager of Defendant authorized by Defendant to sign under penalty of perjury that to the best of his or her knowledge based on information and belief and after reasonable investigation the information contained therein is true and correct. Further, beginning one (1) year after entry of this Final Judgment, and continuing for as long as this Final Judgment remains in effect, Defendant shall, at the People's request, on an annual basis, meet to describe to the People's representatives the status of Defendant's compliance with Paragraphs 4, 4.1, 4.2 and 5.3 of this Final Judgment, and any reverse logistics program Defendant may have in place. This meeting requirement may be satisfied by either an in-person meeting or a telephone conference at either Party's election.

23. <u>TERMINATION OF FINAL JUDGMENT</u>

At any time after this Final Judgment has been in effect for five (5) years, and Defendant has paid any and all amounts due under the Final Judgment as set forth in Paragraph 5, any Party may provide notice to the Court, which shall be served on the other Party as well, that the injunctive provisions of this Final Judgment should expire and have no further force and effect

("Notice of Termination"). The injunctive provisions of this Final Judgment will be of no further force or effect sixty (60) days thereafter, unless the People file a motion contesting the expiration of any injunctive provisions within forty (40) days of receipt of the Notice of Termination. In the event that such motion is filed, none of the injunctive provisions of the Final Judgment contested in the People's motion will terminate pending the Court's ruling on the motion. The People reserve the right to contest termination exclusively on the grounds that Defendant has not substantially complied in all material respects with the injunctive provisions of Paragraphs 4.1 and 4.2 of the Final Judgment, and to offer any evidence relevant to such motion. Defendant reserves its rights to respond to any ground raised in the People's motion and to offer any evidence relevant to such motion. The injunctive provisions in the Final Judgment will expire and be of no further force or effect unless the Court (upon consideration of the Parties' pleadings and arguments, if any) determines that the expiration of the provision at issue would not be in the interest of justice, because Defendant has not substantially complied in material respects with the provision of paragraph 4.1 of the Final Judgment. The termination of the injunctive provisions of the Final Judgment shall have no effect on Defendant's obligation to comply with the requirements imposed by statute, regulation, ordinance, or law.

IT IS SO STIPULATED.

FOR THE PEOPLE:

DATED: December 29, 2014

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

By: _____
WILLIAM G. FALLON
Deputy District Attorney
People of the State of California

DATED: 12/24/14

JAMES P. WILLETT, District Attorney
County of San Joaquin, State of California

By: _____
DAVID J. IREY
Special Deputy District Attorney

DATED: 12/29/14

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

By: _____
DIANE M. TAIRA
Deputy District Attorney

DATED: 12/31/14

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

By: _____
KENNETH A. MIFSUD
Assistant District Attorney

DATED: 12/31/14

PAUL ZELLERBACH, District Attorney
County of Riverside, State of California

By: _____
DALE HOY
Deputy District Attorney

DATED: 12/23/14

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

By: _____
DOUGLAS POSTON
Deputy District Attorney

DATED: _____

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

By: _____
KAREN I. DOTY
Deputy District Attorney

DATED: _____

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

By: _____
CHRISTOPHER S. HARMAN
Senior Deputy District Attorney

DATED: _____

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

By: _____
REBECCA D. WAGNER
Assistant District Attorney
People of the State of California

DATED: _____

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

By: _____
DOUGLAS POSTON
Deputy District Attorney

DATED: 12/30/14

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

By: Diane Lara for Karen Doty
KAREN I. DOTY
Deputy District Attorney

DATED: _____

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

By: _____
CHRISTOPHER S. HARMAN
Senior Deputy District Attorney

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Deputy District Attorney

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By: _____
CHRISTOPHER S. HARMAN
Senior Deputy District Attorney

DATED: 12-29-2014

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

By: Rebecca D. Wagner
REBECCA D. WAGNER
Assistant District Attorney
People of the State of California

DATED: 12/24/14

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

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

ADDITIONAL COUNSEL FOR THE PEOPLE:

DATED: _____

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

By:_____
ROBERT E. NICHOLS
Deputy District Attorney

DATED: _____

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

By:_____
ROBERT E. NICHOLS
Deputy District Attorney

DATED: _____

MARK A. PETERSON, District Attorney
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By:_____
STACEY GRASSINI
Deputy District Attorney

DATED: _____

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

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Assistant Chief Deputy District Attorney

ADDITIONAL COUNSEL FOR THE PEOPLE:

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DATED: 12/30/14

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By: Gary E. Koeppel for
STACEY GRASSINI
Deputy District Attorney

DATED: 12/30/14

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DATED: 12/30/14

VERN PIERSON, District Attorney
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By: _____
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By: _____
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Deputy District Attorney

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DATED: December 23, 2014

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DATED: 12-24-14

MICHAEL N. FEUER, City Attorney
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By: _____
ELISE RUDEN
Deputy City Attorney

DATED: _____

JACKIE LACEY, District Attorney
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Deputy District Attorney

DATED: _____

MICHAEL R. KEITZ, District Attorney
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By: Andres H Perez
ANDRES H. PEREZ
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DATED: 12/30/14

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

BY: _____
ROBERT E. NICHOLS
Deputy District Attorney

DATED: 12/30/14

TIM KENDALL, District Attorney
County of Mono, State of California

By: _____
ROBERT E. NICHOLS for Tim Kendall
~~Deputy~~ District Attorney

DATED: _____

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

By: _____
DIJE NDREU
Deputy District Attorney

DATED: _____

GARY LIEBERSTEIN, District Attorney
County of Napa, State of California

By: _____
CATHERINE C. BORSETTO
Deputy District Attorney

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C. DAVID EYSTER, District Attorney
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605 CATHERINE C. BORSETTO
Deputy District Attorney

DATED: 12/30/14

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

By: Robert E. Nichols
ROBERT E. NICHOLS
Deputy District Attorney

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R. SCOTT OWENS, District Attorney
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By: _____
JANE CRUE
Deputy District Attorney

DATED: 12/30/14

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

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

DATED: _____

JAN SCULLY, District Attorney
County of Sacramento, State of California

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

DATED: _____

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

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

DATED: 12/29/14

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County of Placer, State of California

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ROBERT E. NICHOLS
Deputy District Attorney

DATED: 12/30/14

JAN SCULLY, District Attorney
County of Sacramento, State of California

By: M Nystrom for
DOUGLAS WHALEY
Supervising Deputy District Attorney

DATED: 12/30/14

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

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

DATED: _____

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

By: _____
MICHAEL R. HUDSON
Deputy City Attorney

DATED: _____

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

By: _____
STEVEN D. VON DOHLEN
Deputy District Attorney

DATED: _____

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

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

DATED: _____

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

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ROBERT E. NICHOLS
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DATED: 12·23·14

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City of San Diego, State of California

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City of San Diego, State of California

By:_____
MICHAEL R. HUDSON
Deputy City Attorney

DATED: December 23, 2014

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

By: _____
STEVEN D. VON DOHLEN
Deputy District Attorney

DATED: _____

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Deputy District Attorney

DATED: 12-24-14

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

DATED: 12/30/14

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

By:
ROBERT E. NICHOLS
Deputy District Attorney

DATED: _____

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

By: _____
YEN B. DANG
Supervising Deputy District Attorney

DATED: _____

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

By: _____
WILLIAM ATKINSON
Supervising Assistant District Attorney

DATED: _____

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

By: _____
ANAND B. JESRANI
Deputy District Attorney

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Supervising Deputy District Attorney

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DATED: _____

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DATED: 12/30/14

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By: _____
MATTHEW T. CHEEVER
Deputy District Attorney

DATED: _____

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

By: _____
RICHARD MURY
Deputy District Attorney

DATED: _____

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

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ROBERT E. NICHOLS
Deputy District Attorney

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County of Tuolumne, State of California

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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DATED: _____

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MICHAEL KNOWLES, District Attorney
County of Tuolumne, State of California

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

///

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///

FOR DEFENDANT:

Dated: December 30, 2014 By: Valerie D. Lewis

SAFEWAY INC.

REVIEWED AS TO ~~FORM AND~~ VDL
CONTENT:

Dated: December 30, 2014 By: Valerie D. Lewis
VALERIE D. LEWIS
Attorney for Safeway INC.

REVIEWED AS TO FORM:

Dated: 12-26-2014 By: Gregory W. Blount
GREGORY W. BLOUNT
Troutman Sanders LLP
Attorney for SAFEWAY INC.

IT IS SO ORDERED.

Dated: Jan. 2, 2015

By: _____
Judge of the Superior Court of California

EXHIBIT A - Additional Counsel for the Plaintiff

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Exhibit B-1 - California Open Facilities

Store #	Facility Type	Address	City	CountyName	State	Zip
951	Retail Store	867 Island Drive	Alameda	Alameda	CA	94502
2708	Retail Store	2227 S Shore Center	Alameda	Alameda	CA	94501
676	Retail Store	1500 Solano Ave	Albany	Alameda	CA	94706
676	Pharmacy	1395 Solano Avenue	Albany	Alameda	CA	94706
691	Retail Store	1444 Shattuck Place	Berkeley	Alameda	CA	94709
4511	Temp Rx for Closed Store #687 until replacement store #2870 opens 2014/2015	3210 College Avenue	Berkeley	Alameda	CA	94705
768	Retail Store	20629 Redwood Road	Castro Valley	Alameda	CA	94546
3010	Retail Store	4015 E. Castro Valley Blvd	Castro Valley	Alameda	CA	94552
1932	Retail Store	4440 Tassajara Rd	Dublin	Alameda	CA	94568
1953	Retail Store	7499 Dublin Blvd	Dublin	Alameda	CA	94568
3125	Retail Store	3889 San Pablo Ave	Emeryville	Alameda	CA	94608
309	Retail Store	39100 Argonaut Way	Fremont	Alameda	CA	94538
993	Retail Store	3902 Washington Blvd	Fremont	Alameda	CA	94538
1931	Retail Store	46848 Mission Blvd.	Fremont	Alameda	CA	94539
797	Retail Store	231 W Jackson Street	Hayward	Alameda	CA	94544
971	Retail Store	22280 Foothill Blvd	Hayward	Alameda	CA	94541
910	Retail Store	1554 First St	Livermore	Alameda	CA	94550
1257	Retail Store	4495 First St	Livermore	Alameda	CA	94551
1224	Retail Store	5877 Jarvis Ave	Newark	Alameda	CA	94560
638	Retail Store	4100 Redwood Rd	Oakland	Alameda	CA	94619
654	Retail Store	2096 Mountain Blvd	Oakland	Alameda	CA	94611
669	Retail Store	5130 Broadway	Oakland	Alameda	CA	94611
908	Retail Store	3550 Fruitvale Ave	Oakland	Alameda	CA	94602
1119	Retail Store	3747 Grand Ave.	Oakland	Alameda	CA	94610
1502	Retail Store	1701 Santa Rita Rd	Pleasanton	Alameda	CA	94566
2856	Retail Store	6790 Bernal Avenue	Pleasanton	Alameda	CA	94566
790	Retail Store	555 Bancroft Ave	San Leandro	Alameda	CA	94577
994	Retail Store	1499 Washington Ave	San Leandro	Alameda	CA	94577
2315	Retail Store	699 Lewelling	San Leandro	Alameda	CA	94579
3111	Retail Store	555 Floresta Blvd	San Leandro	Alameda	CA	94578
1197	Retail Store	1790 Decoto Rd	Union City	Alameda	CA	94587
2778	Retail Store	12110 Industry Blvd	Jackson	Amador	CA	95642
256	Retail Store	1016 W Sacramento Ave	Chico	Butte	CA	95926
1125	Retail Store	1366 East Avenue	Chico	Butte	CA	95973
1651	Retail Store	720 Mangrove Way	Chico	Butte	CA	95926
2287	Retail Store	1596 St Highway 99	Gridley	Butte	CA	95948
302	Retail Store	6020 Clark Road	Paradise	Butte	CA	95969
962	Retail Store	200 Alamo Plaza	Alamo	Contra Costa	CA	94507
1259	Retail Store	3365 Deer Valley Rd	Antioch	Contra Costa	CA	94531
1215	Retail Store	660 Bailey Road	Bay Point	Contra Costa	CA	94565
1234	Retail Store	1125 Second St	Brentwood	Contra Costa	CA	94513
2621	Retail Store	3110 Balfour Road	Brentwood	Contra Costa	CA	94513
1195	Retail Store	5431 Clayton Rd	Clayton	Contra Costa	CA	94517
955	Retail Store	2600 Willow Pass Road	Concord	Contra Costa	CA	94519
1192	Retail Store	4309 Clayton Rd	Concord	Contra Costa	CA	94521
1211	Retail Store	3496 Camino Tassajara	Danville	Contra Costa	CA	94506
1917	Retail Store	14840 Highway 4	Discovery Bay	Contra Costa	CA	94505
2940	Retail Store	11450 San Pablo Avenue	El Cerrito	Contra Costa	CA	94530
783	Retail Store	3540 Mt Diablo Blvd	Lafayette	Contra Costa	CA	94549
939	Retail Store	3334 Alhambra Ave	Martinez	Contra Costa	CA	94553

Exhibit B-1 - California Open Facilities

Store #	Facility Type	Address	City	CountyName	State	Zip
972	Retail Store	6688 Alhambra	Martinez	Contra Costa	CA	94553
969	Retail Store	1355 Moraga Way	Moraga	Contra Costa	CA	94556
967	Retail Store	2 Camino Sobrante	Orinda	Contra Costa	CA	94563
1714	Retail Store	1421 Tara Hill Dr	Pinole	Contra Costa	CA	94564
928	Retail Store	600 Patterson Blvd	Pleasant Hill	Contra Costa	CA	94523
1541	Retail Store	1978 Contra Costa Blvd	Pleasant Hill	Contra Costa	CA	94523
2941	Retail Store	707 Contra Costa Blvd.	Pleasant Hill	Contra Costa	CA	94523
976	Retail Store	605 Parker Bldg A	Rodeo	Contra Costa	CA	94572
982	Retail Store	2505 San Ramon Valley Blvd	San Ramon	Contra Costa	CA	94583
2712	Retail Store	11050 Bollinger Canyon Road	San Ramon	Contra Costa	CA	94582
697	Retail Store	1972 Tice Valley Blvd	Walnut Creek	Contra Costa	CA	94595
917	Retail Store	600 S Broadway	Walnut Creek	Contra Costa	CA	94596
936	Retail Store	710 Bancroft Rd	Walnut Creek	Contra Costa	CA	94598
1701	Retail Store	2941 Ygnacio Valley	Walnut Creek	Contra Costa	CA	94598
954	Retail Store	475 M Street	Crescent City	Del Norte	CA	95531
1618	Retail Store	3380 Coach Lane	Cameron Park	El Dorado	CA	95682
2683	Retail Store	2207 Francisco Dr	El Dorado Hills	El Dorado	CA	95762
1724	Retail Store	3955 Missouri Flat Road	Placerville	El Dorado	CA	95667
1825	Retail Store	6498 Pony Express Trail	Pollock Pines	El Dorado	CA	95726
1824	Retail Store	1020 Johnson Lane	South Lake Tahoe	El Dorado	CA	96150
1756	Retail Store	1650 Herndon Avenue	Clovis	Fresno	CA	93611
2701	Retail Store	3100 Fowler Avenue	Clovis	Fresno	CA	93611
1754	Retail Store	5638 E. Kings Canyon	Fresno	Fresno	CA	93727
2181	Retail Store	7733 North 1st	Fresno	Fresno	CA	93720
2188	Retail Store	8949 N. Cedar Ave	Fresno	Fresno	CA	93720
2189	Retail Store	4343 N. Blackstone	Fresno	Fresno	CA	93726
793	Retail Store	600 F St	Arcata	Humboldt	CA	95521
2908	Retail Store	2555 Harris Street	Eureka	Humboldt	CA	95503
975	Retail Store	701 S Fortuna Blvd	Fortuna	Humboldt	CA	95540
1640	Retail Store	1503 City Center Rd.	Mckinleyville	Humboldt	CA	95519
1767	Retail Store	475 West Main Street	Brawley	Imperial	CA	92227
2406	Retail Store	750 N. Imperial Avenue	El Centro	Imperial	CA	92243
1753	Retail Store	1190 N. Main Street	Bishop	Inyo	CA	93514
1969	Retail Store	5700 Stockdale Highway	Bakersfield	Kern	CA	93309
2033	Retail Store	4500 Coffee Rd	Bakersfield	Kern	CA	93308
2035	Retail Store	5360 Olive Dr	Bakersfield	Kern	CA	93308
2046	Retail Store	3400 Stine Rd	Bakersfield	Kern	CA	93309
2420	Retail Store	9000 Ming Avenue	Bakersfield	Kern	CA	93311
2413	Retail Store	5610 Lake Isabella Blvd	Lake Isabella	Kern	CA	93240
2415	Retail Store	2401 N. Chester	Oildale	Kern	CA	93308
984	Retail Store	14922 Olympic Drive	Clearlake	Lake	CA	95422
983	Retail Store	1071 11th St	Lakeport	Lake	CA	95453
1218	Retail Store	2970 Main Street	Susanville	Lassen	CA	96130
2001	Retail Store	5671 Kanan Road	Agoura_hills	Los Angeles	CA	91301
3208	Retail Store	745 W. Naomi Ave	Arcadia	Los Angeles	CA	91007
2272	Retail Store	123 Metropole Avenue	Avalon	Los Angeles	CA	90704
3237	Retail Store	9467 W. Olympic Blvd	Beverly Hills	Los Angeles	CA	90212
2214	Retail Store	1110 W. Alameda Ave.	Burbank	Los Angeles	CA	91506
3083	Retail Store	301 N. Pass Ave	Burbank	Los Angeles	CA	91505
1673	Retail Store	8201 Topanga Canyon Blvd.	Canoga Park	Los Angeles	CA	91304
1671	Retail Store	20440 Devonshire Street	Chatsworth	Los Angeles	CA	91311
2100	Retail Store	9860 National Blvd	Cheviot Hills	Los Angeles	CA	90034
2155	Retail Store	550 E. Baseline Rd	Claremont	Los Angeles	CA	91711
2056	Retail Store	932 E. Badillo	Covina	Los Angeles	CA	91724

Exhibit B-1 - California Open Facilities

Store #	Facility Type	Address	City	CountyName	State	Zip
2212	Retail Store	11030 Jefferson Blvd	Culver City	Los Angeles	CA	90230
2270	Retail Store	4030 Centinela Avenue	Culver City	Los Angeles	CA	90066
2062	Retail Store	240 S. Diamond Bar Blvd	Diamond Bar	Los Angeles	CA	91765
1625	Retail Store	1260 W Redondo Beach Blvd.	Gardena	Los Angeles	CA	90247
1707	Retail Store	561 N. Glendale Avenue	Glendale	Los Angeles	CA	91206
2254	Retail Store	311 W. Los Feliz Blvd	Glendale	Los Angeles	CA	91204
2007	Retail Store	431 E. Arrow Hwy	Glendora	Los Angeles	CA	91740
2169	Retail Store	435 Foothill Blvd	Glendora	Los Angeles	CA	91741
2250	Retail Store	16830 San Fernando Mission Bvd	Granada Hills	Los Angeles	CA	91344
3086	Retail Store	2122 S. Hacienda Blvd	Hacienda Heights	Los Angeles	CA	91745
2110	Retail Store	715 Pier Ave	Hermosa Beach	Los Angeles	CA	90254
2502	Retail Store	500 E. Manchester Blvd	Inglewood	Los Angeles	CA	90301
2598	Retail Store	3233 Foothill Blvd	La Crescenta	Los Angeles	CA	91214
2832	Retail Store	1600 Foothill Blvd	La Verne	Los Angeles	CA	91750
1638	Retail Store	4226 Woodruff Avenue	Lakewood	Los Angeles	CA	90713
2209	Retail Store	5500 Woodruff Ave	Lakewood	Los Angeles	CA	90713
2277	Retail Store	4001 Hardwick	Lakewood	Los Angeles	CA	90712
2029	Retail Store	4033 West Avenue L	Lancaster	Los Angeles	CA	93536
2203	Retail Store	5949 E. Spring St	Long Beach	Los Angeles	CA	90808
2280	Retail Store	3900 E. Ocean Blvd.	Long Beach	Los Angeles	CA	90803
2861	Retail Store (Replaced #2282)	600 E. Broadway	Long Beach	Los Angeles	CA	90802
3076	Retail Store	1820 Ximeno Ave	Long Beach	Los Angeles	CA	90815
3519	Retail Store (Includes #4702/4704 - Central Fill)	4550 Atlantic Ave	Long Beach	Los Angeles	CA	90807
2077	Retail Store	3118 S. Sepulveda Blvd	Los Angeles	Los Angeles	CA	90034
2229	Retail Store	727 N. Vine Street	Los Angeles	Los Angeles	CA	90038
2261	Retail Store	3461 W. Third Street	Los Angeles	Los Angeles	CA	90020
2268	Retail Store	1430 S. Fairfax Avenue	Los Angeles	Los Angeles	CA	90019
2655	Retail Store	7311 N. Figueroa Street	Los Angeles	Los Angeles	CA	90041
2665	Retail Store	4520 Sunset Blvd.	Los Angeles	Los Angeles	CA	90027
3263	Retail Store	1342 N. Alvarado	Los Angeles	Los Angeles	CA	90026
4021	Retail Store	6571 West 80th Street	Los Angeles	Los Angeles	CA	90045
2813	Retail Store	29211 Heathercliff Rd	Malibu	Los Angeles	CA	90265
2275	Retail Store	410 Manhattan Beach Blvd	Manhattan Beach	Los Angeles	CA	90266
2105	Retail Store	4365 Glencoe Ave	Marina Del Rey	Los Angeles	CA	90292
3161	Retail Store	10321 Sepulveda	Mission Hills	Los Angeles	CA	91345
2200	Retail Store	130 W. Foothill Blvd	Monrovia	Los Angeles	CA	91016
3258	Retail Store	804 Beverly Blvd.	Montebello	Los Angeles	CA	90640
2288	Retail Store	2039 Verdugo Blvd.	Montrose	Los Angeles	CA	91020
2111	Retail Store	24160 Lyons Ave	Newhall	Los Angeles	CA	91321
2078	Retail Store	9119 Reseda Blvd	Northridge	Los Angeles	CA	91324
2266	Retail Store	17380 Sunset Blvd.	Pacific Palisades	Los Angeles	CA	90272
3017	Retail Store	3027 Rancho Vista Blvd	Palmdale	Los Angeles	CA	93551
2139	Retail Store	1390 N. Allen Ave	Pasadena	Los Angeles	CA	91104
2152	Retail Store	155 California Blvd	Pasadena	Los Angeles	CA	91105
2224	Retail Store	845 E. California Blvd.	Pasadena	Los Angeles	CA	91106
2264	Retail Store	655 N. Fair Oaks Avenue	Pasadena	Los Angeles	CA	91103
2858	Retail Store (Replaced #2257)	2355 E. Colorado Blvd.	Pasadena	Los Angeles	CA	91107
1623	Retail Store	4001 Inglewood Avenue	Redondo Beach	Los Angeles	CA	90278
2108	Retail Store	1212 Beryl St	Redondo Beach	Los Angeles	CA	90277

Exhibit B-1 - California Open Facilities

Store #	Facility Type	Address	City	CountyName	State	Zip
2273	Retail Store	245 Palos Verdes Blvd	Redondo Beach	Los Angeles	CA	90277
2039	Retail Store	19333 Victory Blvd	Reseda	Los Angeles	CA	91335
2233	Retail Store	7 Peninsula Center	Rolling Hills Esta	Los Angeles	CA	90274
2125	Retail Store	1160 Via Verde Ave	San Dimas	Los Angeles	CA	91773
2162	Retail Store	1440 W. 25th St	San Pedro	Los Angeles	CA	90732
2283	Retail Store	1221 Gaffey Street	San Pedro	Los Angeles	CA	90731
1961	Retail Store	27095 Mcbean Parkway	Santa Clarita	Los Angeles	CA	91355
3138	Retail Store	16550 W. Soledad Canyon Rd	Santa Clarita	Los Angeles	CA	91387
Vons - Santa Fe Springs	Distribution Center	12801 Excelsior Street	Santa Fe Springs	Los Angeles	CA	90670
2002	Retail Store	1311 Wilshire Blvd	Santa Monica	Los Angeles	CA	90403
2231	Retail Store	820 Montana Avenue	Santa Monica	Los Angeles	CA	90403
2262	Retail Store	710 Broadway	Santa Monica	Los Angeles	CA	90401
1669	Retail Store	26518 Bouquet Canyon Road	Saugus	Los Angeles	CA	91350
2226	Retail Store	14845 Ventura Blvd	Sherman Oaks	Los Angeles	CA	91403
2228	Retail Store	1213 South Fair Oaks	South Pasadena	Los Angeles	CA	91030
3075	Retail Store	1129 Fair Oaks Ave	South Pasadena	Los Angeles	CA	91030
1674	Retail Store	4033 Laurel Canyon Blvd.	Studio City	Los Angeles	CA	91604
2034	Retail Store	13730 Foothill Blvd	Sylmar	Los Angeles	CA	91342
2066	Retail Store	18439 Ventura Blvd	Tarzana	Los Angeles	CA	91356
2232	Retail Store	4705 Torrance Blvd	Torrance	Los Angeles	CA	90503
3517	Retail Store	24325 Crenshaw Blvd	Torrance	Los Angeles	CA	90505
2124	Retail Store	7789 Foothill Blvd	Tujunga	Los Angeles	CA	91042
2030	Retail Store	25850 N. The Old Road	Valencia	Los Angeles	CA	91381
2167	Retail Store	350 North Lemon Ave	Walnut	Los Angeles	CA	91789
2123.	Retail Store	777 Glendora Ave	West Covina	Los Angeles	CA	91790
2225	Retail Store	6534 Platt Ave	West Hills	Los Angeles	CA	91307
2739	Retail Store (Replaced #2230)	8969 Santa Monica Blvd	West Hollywood	Los Angeles	CA	90069
2027	Retail Store	15740 Laforge Street	Whittier	Los Angeles	CA	90603
2031	Retail Store	23381 Mulholland Dr	Woodland Hills	Los Angeles	CA	91364
3121	Retail Store	2237 West Cleveland	Madera	Madera	CA	93637
2409	Retail Store	40044 Highway 49	Oakhurst	Madera	CA	93644
2318	Retail Store	137 Corte Madera Town Ctr	Corte Madera	Marin	CA	94925
788	Retail Store	1 Camino Alto	Mill Valley	Marin	CA	94941
2718	Retail Store	800 Redwood Hwy Frontage Rd	Mill Valley	Marin	CA	94941
979	Retail Store	900 Diablo Ave	Novato	Marin	CA	94947
2828	Retail Store	5720 Nave Drive	Novato	Marin	CA	94949
1723	Retail Store	838 Sir Francis Drake	San Anselmo	Marin	CA	94960
653	Retail Store	700 B St	San Rafael	Marin	CA	94901
932	Retail Store	950 Las Gallinas	San Rafael	Marin	CA	94903
978	Retail Store	660 S Main St	Ft Bragg	Mendocino	CA	95437
1583	Retail Store	653 S. State St.	Ukiah	Mendocino	CA	95482
965	Retail Store	845 South Main St	Willits	Mendocino	CA	95490
2400	Retail Store	481 Old Mammoth Rd	Mammoth Lakes	Mono	CA	93546
706	Retail Store	104 Midvalley	Carmel	Monterey	CA	93923
2669	Retail Store	5 Crossroads Blvd	Carmel	Monterey	CA	93923
2841	Retail Store	815 Canyon Del Rey	Del Rey Oaks	Monterey	CA	93940
1232	Retail Store	530 Canal St	King City	Monterey	CA	93930
761	Retail Store	1212 Forest Ave	Pacific Grove	Monterey	CA	93950
1204	Retail Store	17539 Vierra Canyon Road	Prunedale	Monterey	CA	93907
1110	Retail Store	1546 North Main	Salinas	Monterey	CA	93906
2654	Retail Store	1516 Constitution Blvd.	Salinas	Monterey	CA	93905

Exhibit B-1 - California Open Facilities

Store #	Facility Type	Address	City	CountyName	State	Zip
1883	Retail Store	103 American Canyon Rd.	American Canyon	Napa	CA	94503
913	Retail Store	1620 Clay St	Napa	Napa	CA	94559
2449	Retail Store	3375 Jefferson Street	Napa	Napa	CA	94558
2605	Retail Store	1026 Hunt Avenue	St. Helena	Napa	CA	94574
111	Retail Store	105 Neal St	Grass Valley	Nevada	CA	95945
2842	Retail Store	867 Sutton Way	Grass Valley	Nevada	CA	95945
1266	Retail Store	11290 Donner Pass Rd	Truckee	Nevada	CA	96161
2103	Retail Store	5600 Santa Ana Canyon Rd	Anaheim	Orange	CA	92807
2328	Retail Store	130 W. Lincoln	Anaheim	Orange	CA	92805
2216	Retail Store	8010 E. Santa Ana Canyon Rd	Anaheim Hills	Orange	CA	92808
2326	Retail Store	780 N. Brea Blvd	Brea	Orange	CA	92821
1736	Retail Store	2701 B. Harbor Blvd.	Costa Mesa	Orange	CA	92626
2513	Retail Store (Replaced #2149)	185 E. 17th Street	Costa Mesa	Orange	CA	92627
2041	Retail Store	11861 Valley View Street	Garden Grove	Orange	CA	92845
2176	Retail Store	12961 W. Chapman	Garden Grove	Orange	CA	92840
2090	Retail Store	5922 Edinger	Huntington Beach	Orange	CA	92649
3160	Retail Store	8891 Atlanta Ave	Huntington Beach	Orange	CA	92646
2822	Retail Store	3901 Portola Pkwy	Irvine	Orange	CA	92620
2524	Retail Store	2101 W. Imperial Hwy	La Habra	Orange	CA	90631
2703	Retail Store	25636 Crown Valley Parkway	Ladera Ranch	Orange	CA	92694
2089	Retail Store	600 N. Pacific Coast Highway	Laguna Beach	Orange	CA	92651
2332	Retail Store	24270 El Toro	Laguna Hills	Orange	CA	92637
1676	Retail Store	30252 Crown Valley Parkway	Laguna Niguel	Orange	CA	92677
2508	Retail Store	27320 Alicia Parkway	Laguna Niguel	Orange	CA	92677
2285	Retail Store	11322 Los Alamitos Blvd	Los Alamitos	Orange	CA	90720
1670	Retail Store	28751 Los Alisos Blvd.	Mission Viejo	Orange	CA	92692
2210	Retail Store	26022 Marguerite Parkway	Mission Viejo	Orange	CA	92692
1911	Retail Store	21181 Newport Coast Drive	Newport Beach	Orange	CA	92657
1912	Retail Store	2660 San Miguel Drive	Newport Beach	Orange	CA	92660
2235	Retail Store	1000 Bayside Drive	Newport Beach	Orange	CA	92660
3005	Retail Store	3100 W Balboa Blvd	Newport Beach	Orange	CA	92663
2335	Retail Store	2684 N. Tustin St	Orange	Orange	CA	92865
2217	Retail Store	22451 Antonio Parkway	Rancho S Margarita	Orange	CA	92688
2091	Retail Store	32401 Camino Capistrano	Sanjuan Capistrano	Orange	CA	92675
1626	Retail Store	3650 Bristol Street	Santa Ana	Orange	CA	92704
2803	Retail Store (Replaced #2238)	1101 Pacific Coast Highway	Seal Beach	Orange	CA	90740
2146	Retail Store	550 E. First St.	Tustin	Orange	CA	92780
2324	Retail Store	17662 17th Street	Tustin	Orange	CA	92780
2206	Retail Store	16450 Beach Blvd	Westminster	Orange	CA	92683
3069	Retail Store	20445 Yorba Linda Blvd	Yorba Linda	Orange	CA	92886
3122	Retail Store	2550 Bell Road	Auburn	Placer	CA	95603
1592	Retail Store	7815 North Lake Boulevard	Kings Beach	Placer	CA	96143
1761	Retail Store	67 Lincoln Blvd.	Lincoln	Placer	CA	95648
1866	Retail Store	2220 Sunset Blvd	Rocklin	Placer	CA	95765
2286	Retail Store	4805 Granite Dr	Rocklin	Placer	CA	95677
1617	Retail Store	8640 Sierra College Blvd	Roseville	Placer	CA	95661
1890	Retail Store	1080 Pleasant Grove Blvd.	Roseville	Placer	CA	95678
1899	Retail Store	989 Sunrise Ave.	Roseville	Placer	CA	95661
2620	Retail Store	9045 Woodcreek Oaks	Roseville	Placer	CA	95747
2258	Retail Store	850 No Lake Blvd	Tahoe City	Placer	CA	96145
262	Retail Store	20 E Main St	Quincy	Plumas	CA	95971
2381	Retail Store	535 N. Mckinley Street	Corona	Riverside	CA	92879

Exhibit B-1 - California Open Facilities

Store #	Facility Type	Address	City	CountyName	State	Zip
2596	Retail Store	369 Magnolia Avenue	Corona	Riverside	CA	92879
2818	Retail Store	11800 De Palma Rd	Corona	Riverside	CA	92883
2177	Retail Store	14200 Palm Drive	Desert Hot Springs	Riverside	CA	92240
2688	Retail Store	6170 Hamner Avenue	Eastvale	Riverside	CA	91752
2389	Retail Store	3125 W. Florida Street	Hemet	Riverside	CA	92545
2175	Retail Store	78-271 State Hwy 111	La Quinta	Riverside	CA	92253
2373	Retail Store	31564 Grape Street	Lake Elsinore	Riverside	CA	92532
2660	Retail Store	38995 Sky Canyon Drive	Murietta	Riverside	CA	92563
2383	Retail Store	72675 Highway 111	Palm Desert	Riverside	CA	92260
2384	Retail Store	4733 E. Palm Canyon Drive	Palm Springs	Riverside	CA	92264
3218	Retail Store	36-101 Bob Hope Drive	Rancho Mirage	Riverside	CA	92270
2158	Retail Store	3840 La Sierra Ave	Riverside	Riverside	CA	92505
2659	Retail Store	3520 Riverside Plaza	Riverside	Riverside	CA	92506
2386	Retail Store	27220 Sun City Blvd	Sun City	Riverside	CA	92586
1962	Retail Store	29530 Rancho California Road	Temecula	Riverside	CA	92591
1560	Retail Store	4040 Manzanita Avenue	Carmichael	Sacramento	CA	95608
1531	Retail Store	7301 Greenback	Citrus Heights	Sacramento	CA	95621
1647	Retail Store	5021 Laguna Blvd.	Elk Grove	Sacramento	CA	95758
1846	Retail Store	8925 Madison Ave	Fair Oaks	Sacramento	CA	95628
1895	Retail Store	5450 Dewey Drive	Fair Oaks	Sacramento	CA	95628
1794	Retail Store	1850 Prairie City Road	Folsom	Sacramento	CA	95630
1746	Retail Store	10635 Folsom Boulevard	Rancho Cordova	Sacramento	CA	95670
190	Retail Store	424 Howe Ave	Sacramento	Sacramento	CA	95825
1289	Retail Store	8377 Elk Grove-florin Rd.	Sacramento	Sacramento	CA	95829
1530	Retail Store	3320 Arden Way	Sacramento	Sacramento	CA	95825
2242	Retail Store	1025 Alhambra Blvd	Sacramento	Sacramento	CA	95816
2263	Retail Store	5345 Elkhorn Blvd	Sacramento	Sacramento	CA	95842
2684	Retail Store	1814 19 Street	Sacramento	Sacramento	CA	95811
2697	Retail Store	2851 Del Paso Road	Sacramento	Sacramento	CA	95835
1757	Retail Store	591 Tres Pinos Road	Hollister	San Benito	CA	95023
2376	Retail Store	1270 E. Main Street	Barstow	San Bernardino	CA	92311
2374	Retail Store	42170 Big Bear Blvd	Big Bear Lake	San Bernardino	CA	92315
2597	Retail Store	4200 Chino Hills Pkwy Ste. 400	Chino Hills	San Bernardino	CA	91709
1742	Retail Store	7390 Cherry Avenue	Fontana	San Bernardino	CA	92336
1914	Retail Store	6351 Haven Avenue	Rancho Cucamonga	San Bernardino	CA	91737
2147	Retail Store	8778 19th Street	Rancho Cucamonga	San Bernardino	CA	91701
1734	Retail Store	522 N. Orange St	Redlands	San Bernardino	CA	92374
2681	Retail Store	81 West Foothill Blvd	Upland	San Bernardino	CA	91786
2131	Retail Store	12199 Hesperia Rd	Victorville	San Bernardino	CA	92395
1796	Retail Store	33644 Yucaipa Blvd	Yucaipa	San Bernardino	CA	92399
3058	Retail Store	57590 29 Palms Hys	Yucca Valley	San Bernardino	CA	92284
2130	Retail Store	4404 Bonita Rd	Bonita	San Diego	CA	91902
2065	Retail Store	6951 El Camino Real	Carlsbad	San Diego	CA	92009
2142	Retail Store	2560 El Camino Real	Carlsbad	San Diego	CA	92008
2343	Retail Store	985 Tamarack Ave	Carlsbad	San Diego	CA	92008
2724	Retail Store	3439 Via Montebello	Carlsbad	San Diego	CA	92009
2006	Retail Store	505 Telegraph Canyon Rd	Chula Vista	San Diego	CA	91910
2071	Retail Store	2250 Otay Lakes	Chula Vista	San Diego	CA	91915
2336	Retail Store	360 East H St	Chula Vista	San Diego	CA	91910
2826	Retail Store	1745 Eastlake Parkway	Chula Vista	San Diego	CA	91915
3063	Retail Store	870 Third Ave	Chula Vista	San Diego	CA	91911
2364	Retail Store	868 Orange Street	Coronado	San Diego	CA	92118
2064	Retail Store	2800 Fletcher Pkwy	El Cajon	San Diego	CA	92020
2333	Retail Store	13439 Camino Canada	El Cajon	San Diego	CA	92021

Exhibit B-1 - California Open Facilities

Store #	Facility Type	Address	City	CountyName	State	Zip
2367	Retail Store	950 N. Second Street	El Cajon	San Diego	CA	92021
3044	Retail Store	1201 Avocado Ave	El Cajon	San Diego	CA	92020
2144	Retail Store	262 N. El Camino Real	Encinitas	San Diego	CA	92024
2859	Retail Store	453 Sante Fe Dr.	Encinitas	San Diego	CA	92024
2049	Retail Store	330 W. El Norte Parkway	Escondido	San Diego	CA	92026
2156	Retail Store	2345 E. Valley Pkwy	Escondido	San Diego	CA	92027
2344	Retail Store	351 W. Felicita Ave	Escondido	San Diego	CA	92025
2345	Retail Store	1000 W. El Norte Parkway	Escondido	San Diego	CA	92026
2323	Retail Store	7544 Girard Ave	La Jolla	San Diego	CA	92037
4901	Freestanding Pharmacy - UCSD Medical Office	9350 Campus Point Dr	La Jolla	San Diego	CA	92037
2093	Retail Store	8011 University Ave	La Mesa	San Diego	CA	91942
2137	Retail Store	5630 Lake Murray Blvd	La Mesa	San Diego	CA	91942
2365	Retail Store	3681 Avocado Avenue	La Mesa	San Diego	CA	91941
2360	Retail Store	845 College Blvd	Oceanside	San Diego	CA	92057
2349	Retail Store	13438 Poway Rd.	Poway	San Diego	CA	92064
1797	Retail Store	4627 Carmel Mountain Road	San Diego	San Diego	CA	92130
2012	Retail Store	7788 Regents Road	San Diego	San Diego	CA	92122
2040	Retail Store	5555 Balboa Ave	San Diego	San Diego	CA	92111
2053	Retail Store	3645 Midway Drive	San Diego	San Diego	CA	92110
2079	Retail Store	11986 Bernardo Plaza Dr	San Diego	San Diego	CA	92128
2081	Retail Store	13255 Black Mountain Rd	San Diego	San Diego	CA	92129
2107	Retail Store	10675 Scrpps Poway Parkway	San Diego	San Diego	CA	92131
2115	Retail Store	620 Dennery Rd	San Diego	San Diego	CA	92154
2116	Retail Store	1702 Garnet St	San Diego	San Diego	CA	92109
2118	Retail Store	3550 Murphy Canyon Road	San Diego	San Diego	CA	92123
2119	Retail Store	3850 Valley Centre Dr	San Diego	San Diego	CA	92130
2120	Retail Store	4725 Clairemont Drive	San Diego	San Diego	CA	92117
2134	Retail Store	10460 Clairemont Mesa Blvd	San Diego	San Diego	CA	92124
2136	Retail Store	8310 Mira Mesa Blvd	San Diego	San Diego	CA	92126
2338	Retail Store	665 Saturn Blvd	San Diego	San Diego	CA	92154
2348	Retail Store	2606 Del Mar Heights Rd.	San Diego	San Diego	CA	92014
2352	Retail Store	6155 El Cajon Blvd	San Diego	San Diego	CA	92115
2355	Retail Store	4145 30th Street	San Diego	San Diego	CA	92104
2358	Retail Store	3610 Adams Avenue	San Diego	San Diego	CA	92116
2359	Retail Store	6555 Mission Gorge Rd.	San Diego	San Diego	CA	92120
2370	Retail Store	3993 Governor Drive	San Diego	San Diego	CA	92122
2735	Retail Store	2495 Truxton Rd. Bldg 28	San Diego	San Diego	CA	92106
2784	Retail Store	515 W Washington St	San Diego	San Diego	CA	92103
4018	Retail Store	10016 Scripps Ranch Blvd	San Diego	San Diego	CA	92131
4902	Freestanding Pharmacy - UCSD Medical Office	330 Lewis St 2nd Floor	San Diego	San Diego	CA	92103
2174	Retail Store	671 Rancho Santa Fe	San Marcos	San Diego	CA	92078
1897	Retail Store	9643 Mission Gorge Road	Santee	San Diego	CA	92071
2327	Retail Store	931 Lomas Santa Fe Dr	Solana Beach	San Diego	CA	92075
2121	Retail Store	940 S. Santa Fe	Vista	San Diego	CA	92084
667	Retail Store	5290 Diamond Hts Blvd	San Francisco	San Francisco	CA	94131
739	Retail Store	3350 Mission St	San Francisco	San Francisco	CA	94110
759	Retail Store	625 Monterey Blvd	San Francisco	San Francisco	CA	94127
785	Retail Store	850 La Playa	San Francisco	San Francisco	CA	94121
909	Retail Store	730 Taraval Street	San Francisco	San Francisco	CA	94116
964	Retail Store	4950 Mission St	San Francisco	San Francisco	CA	94112

Exhibit B-1 - California Open Facilities

Store #	Facility Type	Address	City	CountyName	State	Zip
985	Retail Store	2350 Noriega Street	San Francisco	San Francisco	CA	94122
995	Retail Store	1335 Webster St	San Francisco	San Francisco	CA	94115
1206	Retail Store	350 Bay Street	San Francisco	San Francisco	CA	94133
1490	Retail Store	2300 - 16th Street, Unit #203	San Francisco	San Francisco	CA	94103
1507	Retail Store	2020 Market St	San Francisco	San Francisco	CA	94114
1711	Retail Store	15 Marina Blvd	San Francisco	San Francisco	CA	94123
2606	Retail Store	298 King St	San Francisco	San Francisco	CA	94107
2646	Retail Store	735 7th Ave	San Francisco	San Francisco	CA	94118
4601	Retail Store	145 Jackson Street	San Francisco	San Francisco	CA	94111
1648	Retail Store	2449 West Kettleman Lane	Lodi	San Joaquin	CA	95242
3124	Retail Store	1187 South Main St	Manteca	San Joaquin	CA	95337
1769	Retail Store	2808 Country Club	Stockton	San Joaquin	CA	95204
2707	Retail Store	6445 Pacific Avenue	Stockton	San Joaquin	CA	95207
2600	Retail Store	1801 West 11th Street	Tracy	San Joaquin	CA	95376
Northern California DC	Distribution Center	16900 W. Schulte Road	Tracy	San Joaquin	CA	95377
2314	Retail Store	7135 El Camino Real	Atascadero	San Luis Obispo	CA	93422
2560	Retail Store	1758 Grand Ave	Grover Beach	San Luis Obispo	CA	93433
2312	Retail Store	1130 Los Osos Valley Road	Los Osos	San Luis Obispo	CA	93402
1621	Retail Store	520 West Tefft Street	Nipomo	San Luis Obispo	CA	93444
2317	Retail Store	1191 E. Creston Road	Paso Robles	San Luis Obispo	CA	93446
2306	Retail Store	3900 Broad Street	San Luis Obispo	San Luis Obispo	CA	93401
668	Retail Store	2100 Ralston Ave	Belmont	San Mateo	CA	94002
1138	Retail Store	1100 El Camino Real	Belmont	San Mateo	CA	94002
1547	Retail Store (Replaced #948)	1450 Howard Ave	Burlingame	San Mateo	CA	94010
3031	Retail Store	85 Westlake Mall	Daly City	San Mateo	CA	94015
999	Retail Store	921 E Hillsdale Blvd	Foster City	San Mateo	CA	94404
308	Retail Store	70 Cabrillo Hwy	Half Moon Bay	San Mateo	CA	94019
1709	Retail Store	325 S Sharon Park	Menlo Park	San Mateo	CA	94025
2719	Retail Store (Replaced #990)	525 El Camino Real	Menlo Park	San Mateo	CA	94025
2878	Retail Store (Replaced #618)	525 El Camino Real	Millbrae	San Mateo	CA	94030
304	Retail Store	1380 Linda Mar S/c	Pacifica	San Mateo	CA	94044
3008	Retail Store	12 Manor Plaza	Pacifica	San Mateo	CA	94044
305	Retail Store	1071 El Camino	Redwood City	San Mateo	CA	94063
747	Retail Store	850 Woodside Rd	Redwood City	San Mateo	CA	94061
4903	Freestanding Pharmacy - County of San Mateo - Public Health Center	2700 Middlefield Rd	Redwood City	San Mateo	CA	94063
777	Retail Store	30 Chestnut Ave	S San Francisco	San Mateo	CA	94080
3116	Retail Store	2255 Gellert Blvd	S San Francisco	San Mateo	CA	94080
639	Retail Store	100 De Anza Blvd	San Mateo	San Mateo	CA	94402
694	Retail Store	860 N Delaware St	San Mateo	San Mateo	CA	94401
970	Retail Store	1655 El Camino Real	San Mateo	San Mateo	CA	94402
2425	Retail Store	850 Linden Avenue	Carpinteria	Santa Barbara	CA	93013
2048	Retail Store	163 S. Turnpike Rd	Goleta	Santa Barbara	CA	93111
2691	Retail Store	175 N. Fairview Ave.	Goleta	Santa Barbara	CA	93117
1738	Retail Store	729 North H Street	Lompoc	Santa Barbara	CA	93436
2101	Retail Store	1040 Coast Village Rd	Montecito	Santa Barbara	CA	93108

Exhibit B-1 - California Open Facilities

Store #	Facility Type	Address	City	CountyName	State	Zip
2109	Retail Store	3855 State St	Santa Barbara	Santa Barbara	CA	93105
2301	Retail Store	817 E. Main Street	Santa Maria	Santa Barbara	CA	93454
1293	Retail Store	2341 So Winchester Blvd	Campbell	Santa Clara	CA	95008
3241	Retail Store	950 W. Hamilton Avenue	Campbell	Santa Clara	CA	95008
3251	Retail Store	20620 Homestead Rd	Cupertino	Santa Clara	CA	95014
1505	Retail Store	905 First Street	Gilroy	Santa Clara	CA	95020
2814	Retail Store	160 First Street	Los Altos	Santa Clara	CA	94022
4526	Temp Rx for Closed Store #737 AND Compounding Pharmacy - will be replaced by Free-Standing Compounding Pharmacy #4905	255 Second St.	Los Altos	Santa Clara	CA	94022
742	Retail Store	1500 Pollard Road	Los Gatos	Santa Clara	CA	95032
1245	Retail Store	15549 Union Ave	Los Gatos	Santa Clara	CA	95032
2815	Retail Store	470 N. Santa Cruz Ave	Los Gatos	Santa Clara	CA	95030
1879	Retail Store	555 E Calaveras Blvd	Milpitas	Santa Clara	CA	95035
1455	Retail Store	840 E Dunne Ave	Morgan Hill	Santa Clara	CA	95037
1891	Retail Store	235 Tennant Station	Morgan Hill	Santa Clara	CA	95037
705	Retail Store	570 Shoreline Blvd	Mountain View	Santa Clara	CA	94043
2948	Retail Store	645 San Antonio Rd	Mountain View	Santa Clara	CA	94040
1108	Retail Store	1750 Miramonte	Mountan View	Santa Clara	CA	94040
1682	Retail Store	2811 Middlefield Rd	Palo Alto	Santa Clara	CA	94306
316	Retail Store	179 Branham Lane	San Jose	Santa Clara	CA	95136
695	Retail Store	6477 Almaden Road	San Jose	Santa Clara	CA	95120
767	Retail Store	6132 Bollinger Road	San Jose	Santa Clara	CA	95129
929	Retail Store	2558 Berryessa Rd	San Jose	Santa Clara	CA	95132
987	Retail Store	1771 E Capitol Expressway	San Jose	Santa Clara	CA	95121
988	Retail Store	3002 Story Road	San Jose	Santa Clara	CA	95127
997	Retail Store	1663 Branham Lane	San Jose	Santa Clara	CA	95118
1465	Retail Store	5146 Stevens Creek Blvd	San Jose	Santa Clara	CA	95129
1476	Retail Store	1300 W. San Carlos St.	San Jose	Santa Clara	CA	95126
1483	Retail Store	1530 Hamilton Ave.	San Jose	Santa Clara	CA	95125
1574	Retail Store	4950 Almaden Expwy, Ste 30	San Jose	Santa Clara	CA	95118
2934	Retail Store	100 S. 2nd St.	San Jose	Santa Clara	CA	95113
700	Retail Store	2760 Homestead Road	Santa Clara	Santa Clara	CA	95051
763	Retail Store	2605 The Alameda	Santa Clara	Santa Clara	CA	95050
1526	Retail Store	3071 Stevens Creek	Santa Clara	Santa Clara	CA	95050
1990	Retail Store	3970 Rivermark Plaza	Santa Clara	Santa Clara	CA	95054
919	Retail Store	12876 Sara Sun	Saratoga	Santa Clara	CA	95070
1196	Retail Store	639 So Bernardo Ave	Sunnyvale	Santa Clara	CA	94087
1439	Retail Store	785 El Camino Real	Sunnyvale	Santa Clara	CA	94087
2887	Retail Store	150 E. El Camino Real	Sunnyvale	Santa Clara	CA	94087
640	Retail Store	16 Rancho Del Mar	Aptos	Santa Cruz	CA	95003
786	Retail Store	6255 Graham Hill Road	Felton	Santa Cruz	CA	95018
2840	Retail Store	2010 Freedom Blvd	Freedom	Santa Cruz	CA	95019
799	Retail Store	117 Morrissey Blvd	Santa Cruz	Santa Cruz	CA	95062
2607	Retail Store	2203 Mission St	Santa Cruz	Santa Cruz	CA	95060
300	Retail Store	253 Mt Herman Road	Scotts Valley	Santa Cruz	CA	95066
1929	Retail Store	2720 41st Avenue	Soquel	Santa Cruz	CA	95073
273	Retail Store	2601 Balls Ferry Road	Anderson	Shasta	CA	96007
4178	Retail Store	37264 Main St	Burney	Shasta	CA	96013

Exhibit B-1 - California Open Facilities

Store #	Facility Type	Address	City	CountyName	State	Zip
1826	Retail Store	1070 East Cypress Ave.	Redding	Shasta	CA	96002
1954	Retail Store	2275 Pine Street	Redding	Shasta	CA	96001
774	Retail Store	50 Solano Square	Benicia	Solano	CA	94510
1258	Retail Store	1235 Stratford Ave	Dixon	Solano	CA	95620
1127	Retail Store	2401 Waterman Drive	Fairfield	Solano	CA	94534
1722	Retail Store	5051 Business Center Drive	Fairfield	Solano	CA	94534
1109	Retail Store	2090 Harbison Drive	Vacaville	Solano	CA	95687
968	Retail Store	709 Lincoln Road W	Vallejo	Solano	CA	94590
989	Retail Store	774 Adm Callaghan Lane	Vallejo	Solano	CA	94591
1631	Retail Store	122 Robles Dr.	Vallejo	Solano	CA	94591
950	Retail Store	16405 Hwy 116	Guerneville	Sonoma	CA	95446
998	Retail Store	1115 Vine Street	Healdsburg	Sonoma	CA	95448
3011	Retail Store	389 S Mcdowell Road	Petaluma	Sonoma	CA	94954
918	Retail Store	6340 Commerce Blvd	Rohnert Park	Sonoma	CA	94928
713	Retail Store	100 Calistoga Rd	Santa Rosa	Sonoma	CA	95409
956	Retail Store	1799 Marlow	Santa Rosa	Sonoma	CA	95401
1265	Retail Store	2785 Yulupa Ave	Santa Rosa	Sonoma	CA	95405
1562	Retail Store	2751 Fourth Street	Santa Rosa	Sonoma	CA	95405
1576	Retail Store	2300 Mendocino Ave.	Santa Rosa	Sonoma	CA	95403
933	Retail Store	406 N Main St	Sebastopol	Sonoma	CA	95472
911	Retail Store	477 W Nappa St	Sonoma	Sonoma	CA	95476
1434	Retail Store	9080 Brooks Road	Windsor	Sonoma	CA	95492
1661	Retail Store	2001 Mchenry Avenue, Suite C	Modesto	Stanislaus	CA	95350
1968	Retail Store	3051 Countryside Drive	Turlock	Stanislaus	CA	95380
2295	Retail Store	600 Edith Street	Corning	Tehama	CA	96021
3127	Retail Store	1291 Sanguinetti Rd	Sonora	Tuolumne	CA	95370
1672	Retail Store	820 Arneill Road	Camarillo	Ventura	CA	93010
2094	Retail Store	5275 Mission Oak Blvd	Camarillo	Ventura	CA	93012
2442	Retail Store	636 Ventura St	Fillmore	Ventura	CA	93015
1735	Retail Store	4241 Tierra Rejada	Moorpark	Ventura	CA	93021
1793	Retail Store	2100 Newbury Road	Newbury Park	Ventura	CA	91320
2430	Retail Store	1125 Maricopa Hwy	Ojai	Ventura	CA	93023
1913	Retail Store	450 South Ventura Road	Oxnard	Ventura	CA	93030
2436	Retail Store	2101 N. Rose Ave	Oxnard	Ventura	CA	93036
2825	Retail Store	1291 S Victoria Blvd	Oxnard	Ventura	CA	93035
2434	Retail Store	576 W. Main St	Santa Paula	Ventura	CA	93060
2047	Retail Store	5805 E. Los Angeles	Simi Valley	Ventura	CA	93063
2163	Retail Store	660 E. Los Angeles Ave	Simi Valley	Ventura	CA	93065
2501	Retail Store	1855 E. Cochran St	Simi Valley	Ventura	CA	93065
2692	Retail Store	2938 Tapo Canyon Road	Simi Valley	Ventura	CA	93063
1610	Retail Store	1790 North Moorpark Road	Thousand Oaks	Ventura	CA	91360
2092	Retail Store	2048 Avenida De Los Arboles	Thousand Oaks	Ventura	CA	91362
2215	Retail Store	1135 Lindero Canyon Rd	Thousand Oaks	Ventura	CA	91362
3135	Retail Store	2725 Agoura Rd	Thousand Oaks	Ventura	CA	91361
2096	Retail Store	115 W. Main St	Ventura	Ventura	CA	93001
2164	Retail Store	5688 Telephone Road	Ventura	Ventura	CA	93003
2431	Retail Store	2433 Harbor Blvd	Ventura	Ventura	CA	93001
2677	Retail Store	2764 Thompson Ave.	Ventura	Ventura	CA	93003
2678	Retail Store	6040 Telegraph Rd.	Ventura	Ventura	CA	93003
1205	Retail Store	1451 W Covell Blvd	Davis	Yolo	CA	95616
1561	Retail Store	2121 Cowell	Davis	Yolo	CA	95618
2269	Retail Store	1298 West Capitol Ave	W Sacramento	Yolo	CA	95691
CPS-West	Central Supply Warehouse	2935 West Ramco	West Sacramento	Yolo	CA	95691

Exhibit B-1 - California Open Facilities

Store #	Facility Type	Address	City	CountyName	State	Zip
Vons - El Monte	Distribution Center	4300 Shirley Avenue	El Monte		CA	91731
Vons - Mira Loma Frozen Foods	Distribution Center	3251-A Deforest Circle	Mira Loma		CA	91752

Exhibit B-2 - Calfornia Closed Facilities

Store	Facility Type	Address	City	County	State	Zip	Closed Date
687	Retail Store	6310 College Ave	Oakland	Alameda	CA	94618	7/8/2013
3126	Retail Store	610 Hegenberger Rd	Oakland	Alameda	CA	94621	11/2/2013
595	Retail Store	2250 F Monument Blvd	Concord	Contra Costa	CA	94520	1/19/2013
751	Retail Store	10636 San Pablo	El Cerrito	Contra Costa	CA	94530	8/11/2011
902	Retail Store	200 Golf Club Rd	Pleasant Hill	Contra Costa	CA	94523	2/16/2012
926	Retail Store	4925 Macdonald Ave	Richmond	Contra Costa	CA	94805	8/11/2011
641	Retail Store	2520 Harris St	Eureka	Humboldt	CA	95503	10/27/2011
1712	Retail Store	930 W Harris St	Eureka	Humboldt	CA	95503	10/27/2011
2512	Retail Store	2100 White Lane	Bakersfield	Kern	CA	93304	5/31/2008
2009	Retail Store	1011 N. San Fernando Rd.	Burbank	Los Angeles	CA	91504	12/13/2008
2005	Retail Store	10001 Paramount Blvd	Downey	Los Angeles	CA	90240	10/29/2010
2143	Retail Store	635 W Foothill Blvd	La Canada	Los Angeles	CA	91011	10/26/2013
2037	Retail Store	12721 Valley View	La Mirada	Los Angeles	CA	90638	3/27/2010
1916	Retail Store	2340 Foothill Blvd	La Verne	Los Angeles	CA	91750	12/18/2010
2133	Retail Store	1475 Foothill Blvd	La Verne	Los Angeles	CA	91750	4/15/2008
2157	Retail Store	2058 W. Avenue J	Lancaster	Los Angeles	CA	93534	8/15/2009
2282	(Replaced by	600 E. Broadway	Long Beach	Los Angeles	CA	90802	1/13/2010
4507	Rx for Closed	523 Broadway	Long Beach	Los Angeles	CA	90802	12/8/2010
2020	Retail Store	6921 La Tijera Blvd	Los Angeles	Los Angeles	CA	90045	7/14/2010
2213	Retail Store	11750 Wilshire Blvd	Los Angeles	Los Angeles	CA	90025	3/9/2013
2267	Retail Store	11674 Santa Monica Blvd	Los Angeles	Los Angeles	CA	90025	1/11/2014
2652	Retail Store	2511 Daly Street	Los Angeles	Los Angeles	CA	90031	12/13/2008
2008	Retail Store	2616 E. Palmdale_blvd	Palmdale	Los Angeles	CA	93550	6/28/2014
2257	Retail Store (Replaced by #2858	2355 E. Colorado Blvd.	Pasadena	Los Angeles	CA	91107	10/13/2010
4506	Rx for Closed	2310 E Colorado Blvd	Pasadena	Los Angeles	CA	91107	6/29/2011
2230	(Replaced by	8969 Santa Monica Blvd	West Hollywood	Los Angeles	CA	90069	9/12/2008
2122	Retail Store	21821 Ventura Blvd	Woodland Hills	Los Angeles	CA	91364	3/22/2008
2720	Retail Store	19800 W Ventura Blvd	Woodland Hills	Los Angeles	CA	91364	7/26/2014
1729	Retail Store	470 Ignacio Blvd	Novato	Marin	CA	94949	8/21/2008
4532	Pharmacy (Temp Rx for Open Store #965 (during remodel)	90 S Main St	Willits	Mendocino	CA	95490	1/25/2014
953	Retail Store	2370 North Fremont	Monterey	Monterey	CA	93940	10/4/2007
2149	(Replaced by	185 E. 17th Street	Costa Mesa	Orange	CA	92627	7/17/2010
2166	Retail Store	4800 Irvine Blvd	Irvine	Orange	CA	92620	9/11/2007
2067	Retail Store	22475 El Toro Road	Lake Forest	Orange	CA	92630	6/16/2007
2227	Retail Store	3433 Via Lido Drive	Newport Beach	Orange	CA	92663	6/1/2011
2238	Retail Store (Replaced by #2803)	1101 Pacific Coast Highway	Seal Beach	Orange	CA	90740	6/9/2007
2516	Retail Store	4848 Valley View Avenue	Yorba Linda	Orange	CA	92886	12/23/2011
2171	Retail Store	2315 E. Tahquitz Canyon Way	Palm Springs	Riverside	CA	92262	1/2/2010
2154	Retail Store	42-424 Bob Hope Drive	Rancho Mirage	Riverside	CA	92270	11/7/2009
2371	Retail Store	17390 Main Street	Hesperia	San Bernardino	CA	92345	12/24/2012
2165	Retail Store	7710 El Camino Real	Carlsbad	San Diego	CA	92009	12/13/2008
2351	Retail Store	453 Santa Fe Drive	Encinitas	San Diego	CA	92024	7/17/2010
2366	Retail Store	12419 Woodside Avenue	Lakeside	San Diego	CA	92040	11/30/2014
2340	Retail Store	1737 Oceanside Blvd	Oceanside	San Diego	CA	92054	1/12/2008
2114	Retail Store	1666 Rosecrans Blvd	San Diego	San Diego	CA	92106	10/30/2007
2357	Retail Store	450 W. University Avenue	San Diego	San Diego	CA	92103	4/15/2011
2353	Retail Store	933 Sweetwater	Spring Valley	San Diego	CA	91977	11/30/2014
2308	Retail Store	490 Quintana Road	Morro Bay	San Luis Obispo	CA	93442	9/7/2007
948	Retail Store (Replaced by #1547)	1450 Howard Ave	Burlingame	San Mateo	CA	94010	9/18/2010
990	Retail Store (Replaced by #2719)	525 El Camino	Menlo Park	San Mateo	CA	94025	11/29/2007
618	Retail Store (Replaced by #2878)	525 El Camino Real	Millbrae	San Mateo	CA	94030	6/1/2012
3027	Retail Store	170 El Camino Real	S San Francisco	San Mateo	CA	94080	7/12/2014
2302	Retail Store	1124 West Ocean Ave	Lompoc	Santa Barbara	CA	93436	7/15/2011
2427	Retail Store	34 W. Victoria Street	Santa Barbara	Santa Barbara	CA	93101	8/7/2009

Exhibit B-2 - Calfornia Closed Facilities

Store	Facility Type	Address	City	County	State	Zip	Closed Date
2300	Retail Store	1482 S. Broadway	Santa Maria	Santa Barbara	CA	93454	12/7/2013
737	Retail Store	160 First St	Los Altos	Santa Clara	CA	94022	5/4/2013
915	Retail Store	470 N Santa Cruz Ave	Los Gatos	Santa Clara	CA	95030	7/10/2010
781	Retail Store	2580 California Street	Mountain View	Santa Clara	CA	94040	4/18/2013
741	Retail Store	2306 Almaden Road	San Jose	Santa Clara	CA	95125	1/10/2009
1217	Retail Store	1600 Saratoga Ave	San Jose	Santa Clara	CA	95129	4/7/2011
3018	Retail Store	1305 South Winchester	San Jose	Santa Clara	CA	95128	4/7/2011
313	Retail Store	1601 Hollenbeck	Sunnyvale	Santa Clara	CA	94087	5/1/2014
746	Retail Store	733 So Wolfe Road	Sunnyvale	Santa Clara	CA	94086	11/11/2010
3103	Retail Store	762 Sunnyvale-sarato	Sunnyvale	Santa Clara	CA	94087	1/30/2010
636	Retail Store	2111 Mission St	Santa Cruz	Santa Cruz	CA	95060	7/30/2009
796	Retail Store	373 S Mcdowell Road	Petaluma	Sonoma	CA	94952	7/26/2012
N/A	Center (Truck	4416 South K Street	Tulare	Tulare	CA	93274	5/31/2008
2183	Retail Store	4207 W. Noble	Visalia	Tulare	CA	93277	7/19/2008

Exhibit C-1- CIVIL PENALTIES

Agency	Civil Penalties - B&P §17200 Penalties	Civil Penalties - H&S §25500 Penalties	Civil Penalties - H&S §25189 Penalties	Total Prosecutor Civil Penalties
Alameda County District Attorney	$237,500.00	$200,000.00	$0.00	$437,500.00
Amador County District Attorney	$875.00	$0.00	$0.00	$875.00
Butte County District Attorney	$13,125.00	$0.00	$0.00	$13,125.00
Contra Costa County District Attorney	$0.00	$72,500.00	$0.00	$72,500.00
Del Norte County District Attorney	$875.00	$0.00	$0.00	$875.00
El Dorado County District Attorney	$4,375.00	$0.00	$0.00	$4,375.00
Fresno County District Attorney	$0.00	$25,500.00	$0.00	$25,500.00
Humboldt County District Attorney	$5,250.00	$0.00	$0.00	$5,250.00
Inyo County District Attorney	$875.00	$0.00	$0.00	$875.00
Kern County District Attorney	$14,000.00	$0.00	$0.00	$14,000.00
Lake County District Attorney	$1,750.00	$0.00	$0.00	$1,750.00
Lassen County District Attorney	$875.00	$0.00	$0.00	$875.00
Los Angeles City Attorney	$29,750.00	$0.00	$0.00	$29,750.00
Los Angeles Co. County District Attorney	$0.00	$150,500.00	$0.00	$150,500.00
Madera County District Attorney	$11,750.00	$0.00	$0.00	$11,750.00
Marin County District Attorney	$15,750.00	$0.00	$0.00	$15,750.00
Mendocino County District Attorney	$2,625.00	$0.00	$0.00	$2,625.00
Mono County District Attorney	$875.00	$0.00	$0.00	$875.00
Monterey County District Attorney	$15,750.00	$0.00	$0.00	$15,750.00
Napa County District Attorney	$27,000.00	$0.00	$0.00	$27,000.00
Nevada County District Attorney	$2,625.00	$0.00	$0.00	$2,625.00
Orange County District Attorney	$530,000.00	$0.00	$95,000.00	$625,000.00
Placer County District Attorney*	$17,500.00	$0.00	$0.00	$17,500.00
Plumas County District Attorney	$875.00	$0.00	$0.00	$875.00
Riverside County District Attorney**	$0.00	$312,500.00	$0.00	$312,500.00
Sacramento County District Attorney***	$0.00	$54,500.00	$0.00	$54,500.00
San Benito County District Attorney	$875.00	$0.00	$0.00	$875.00
San Bernardino County District Attorney (SWCPP	$39,375.00	$0.00	$0.00	$39,375.00
San Bernardino County District Attorney	$204,450.00	$108,050.00	$0.00	$312,500.00
San Diego City Attorney	$45,500.00	$0.00	$0.00	$45,500.00
San Diego County District Attorney	$204,450.00	$108,050.00	$0.00	$312,500.00
San Francisco County District Attorney	$266,950.00	$108,050.00	$0.00	$375,000.00
San Joaquin County District Attorney	$625,000.00	$0.00	$0.00	$625,000.00
San Luis Obispo County District Attorney	$12,250.00	$0.00	$0.00	$12,250.00
San Mateo County District Attorney	$33,250.00	$0.00	$0.00	$33,250.00
Santa Barbara County District Attorney	$8,750.00	$0.00	$0.00	$8,750.00
Santa Clara County District Attorney	$77,000.00	$0.00	$0.00	$77,000.00
Santa Cruz County District Attorney	$14,000.00	$0.00	$0.00	$14,000.00
Shasta County District Attorney	$7,000.00	$0.00	$0.00	$7,000.00
Solano County District Attorney*****	$485,700.00	$139,300.00	$0.00	$625,000.00
Sonoma County District Attorney	$22,750.00	$0.00	$0.00	$22,750.00

Exhibit C-1- CIVIL PENALTIES

Agency	Civil Penalties - B&P §17200 Penalties	Civil Penalties - H&S §25500 Penalties	Civil Penalties - H&S §25189 Penalties	Total Prosecutor Civil Penalties
Stanislaus County District Attorney	$3,500.00	$0.00	$0.00	$3,500.00
Tehama County District Attorney	$875.00	$0.00	$0.00	$875.00
Tuolumne County District Attorney	$875.00	$0.00	$0.00	$875.00
Ventura County District Attorney	$204,450.00	$108,050.00	$0.00	$312,500.00
Yolo County District Attorney	$375,000.00	$0.00	$0.00	$375,000.00
Total Prosecutor Civil Penalties	**$3,566,000.00**	**$1,387,000.00**	**$95,000.00**	**$5,048,000.00**

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

** RIVERSIDE Penalties: Health and Safety Code § 25515.2: "Defendant" shall pay $312,500.00 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.

***SACRAMENTO: The money paid to the Sacramento County District Attorney as costs and penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the County District Attorney as reimbursement for costs and to augment the budget of the County 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 County District Attorney's budget.

****SAN BERNARDINO: $39,375.00 is to be allocated for SWCPP costs and distributed as such.

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

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

Exhibit C-2 - CIVIL PENALTIES

Agency	Civil Penalties - H&S §25515.2	Civil Penalties - H&S §25189	Total Civil Penalties to Regulatory Agencies
Alameda Co. - Berkeley City Toxics Management Division	$1,750.00	$0.00	$1,750.00
Alameda Co. - City of San Leandro Environmental Services	$7,000.00	$0.00	$7,000.00
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	$5,250.00	$0.00	$5,250.00
Alameda Co. - Hayward City Fire Dept.	$3,500.00	$0.00	$3,500.00
Alameda Co. - Livermore/Pleasanton Fire Dept., Haz Mat Unit	$7,000.00	$0.00	$7,000.00
Alameda Co. - Oakland City Fire Department	$12,250.00	$0.00	$12,250.00
Alameda Co. - Union City Economic & Community Development Dept., Environmental Programs Division	$1,750.00	$0.00	$1,750.00
Alameda Co. -Environmental Health Services*	$17,500.00	$0.00	$17,500.00
Amador Co. - Environmental Health Department	$1,750.00	$0.00	$1,750.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	$52,500.00	$0.00	$52,500.00
Del Norte Co. - Environmental Health Department	$1,750.00	$0.00	$1,750.00
Department of Toxic Substances Control	$0.00	$190,000.00	$190,000.00
El Dorado Co. - Environmental Mgmt. Dept.	$8,750.00	$0.00	$8,750.00
Fresno Co. - Community Health Dept., Environmental Health Division	$25,500.00	$0.00	$25,500.00
Humboldt Co. - Div. of Environmental Health	$10,500.00	$0.00	$10,500.00
Department of Toxic Substances Control	$0.00	$0.00	$0.00
Inyo Co. - Department of Environmental Health Services	$1,750.00	$0.00	$1,750.00
Kern Co. - Bakersfield City Fire Department	$5,250.00	$0.00	$5,250.00
Kern Co. - Environmental Health Services Department	$8,750.00	$0.00	$8,750.00
Lake Co. - Division of Environmental Health	$3,500.00	$0.00	$3,500.00
Lassen Co. - Department of Environmental Health	$1,750.00	$0.00	$1,750.00
Los Angeles Co. - Glendale City Fire Dept., Environ. Mgmt. Center	$1,750.00	$0.00	$1,750.00
Los Angeles Co. - Long Beach Environmental Health	$10,500.00	$0.00	$10,500.00
Los Angeles Co. - Fire Health Hazmat	$186,375.00	$0.00	$186,375.00
Los Angeles Co. - Santa Fe Springs Dept. of Fire - Rescue	$1,750.00	$0.00	$1,750.00
Los Angeles Co. - Santa Monica Fire Dept.	$5,250.00	$0.00	$5,250.00
Madera Co. - Dept. of Environmental Health	$3,500.00	$0.00	$3,500.00
Marin Co. - Dept. of Public Works, Waste Mngt. Div.	$15,750.00	$0.00	$15,750.00

Exhibit C-2 - CIVIL PENALTIES

Agency	Civil Penalties - H&S §25515.2	Civil Penalties - H&S §25189	Total Civil Penalties to Regulatory Agencies
Mendocino Co. - Environmental Health Division	$5,250.00	$0.00	$5,250.00
Mono Co. - Health Department	$1,750.00	$0.00	$1,750.00
Monterey Co. - Environmental Health Division	$15,750.00	$0.00	$15,750.00
Napa Co. - Dept. of Env. Mngt.	$27,000.00	$0.00	$27,000.00
Nevada Co. - CUPA Env. Health	$5,250.00	$0.00	$5,250.00
Orange Co. - Environmental Health **	$145,750.00	$95,000.00	$240,750.00
Orange Co. - City of Anaheim Fire Department	$5,250.00	$0.00	$5,250.00
Placer Co. - Environmental Health Division	$10,500.00	$0.00	$10,500.00
Placer Co. - Roseville City Fire Dept.	$7,000.00	$0.00	$7,000.00
Plumas Co. - Environmental Health	$1,750.00	$0.00	$1,750.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	$31,500.00	$0.00	$31,500.00
Sacramento Co. - Environmental Mgmt. Dept.	$54,500.00	$0.00	$54,500.00
San Benito Co. - Health Dept.	$1,750.00	$0.00	$1,750.00
San Bernardino Co. - Fire Haz Mat	$21,000.00	$0.00	$21,000.00
San Diego Co. - Dept. of Environmental Health	$126,750.00	$0.00	$126,750.00
San Francisco Co. - City & County Public Health Dept.	$26,250.00	$0.00	$26,250.00
San Joaquin Co. - Environmental Health Department	$217,125.00	$0.00	$217,125.00
San Luis Obispo Co. - Environmental Health Services	$12,250.00	$0.00	$12,250.00
San Mateo Co. - Environmental Health Division	$33,250.00	$0.00	$33,250.00
Santa Barbara Co. - Environmental Health Services	$17,500.00	$0.00	$17,500.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	$57,750.00	$0.00	$57,750.00
Santa Clara Co. - City of Gilroy Fire Dept.	$7,000.00	$0.00	$7,000.00
Santa Clara Co. - Gilroy Building, Life and Environmental Safety	$1,750.00	$0.00	$1,750.00
Santa Clara Co. - Sunnyvale Department of Public Safety/HMD	$10,500.00	$0.00	$10,500.00
Santa Cruz Co. - Environmental Health	$14,000.00	$0.00	$14,000.00
Shasta Co. - Environmental Health Divison	$7,000.00	$0.00	$7,000.00
Solano Co. - Environmental Health Services	$14,000.00	$0.00	$14,000.00
Solano Co. - Sheriff's Office (costs only)	$0.00	$0.00	$0.00
Sonoma Co. - City of Healdsburg/City of Sebastopol JPA	$3,500.00	$0.00	$3,500.00
Sonoma Co. - Fire & Emergency Services Dept.	$7,000.00	$0.00	$7,000.00
Sonoma Co. - Petaluma City Fire Department	$3,500.00	$0.00	$3,500.00
Sonoma Co. - Santa Rosa City Fire	$8,750.00	$0.00	$8,750.00

Exhibit C-2 - CIVIL PENALTIES

Agency	Civil Penalties - H&S §25515.2	Civil Penalties - H&S §25189	Total Civil Penalties to Regulatory Agencies
Stanislaus Co. - Dept. of Environmental Resources	$3,500.00	$0.00	$3,500.00
Tehama Co. - Environmental Health Dept.	$1,750.00	$0.00	$1,750.00
Tuolumne Co. - Environmental Health	$1,750.00	$0.00	$1,750.00
Ventura Co. - City of Oxnard Fire Dept.	$5,250.00	$0.00	$5,250.00
Ventura Co. - Environmental Health Division	$35,000.00	$0.00	$35,000.00
Yolo Co. - Environmental Health	$35,250.00	$0.00	$35,250.00
Total Agency Civil Penalties	**$1,387,000.00**	**$285,000.00**	**$1,672,000.00**

*ALAMEDA County Environmental Health Services - Check should be made payable to the "Hazardous Materials Program Training and Resource Trust Account"

*ORANGE: $240,750.00 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 – SUPPLEMENTAL ENVIRONMENTAL PROJECTS

1. **Environmental Protection Prosecution Trust Fund.** SAFEWAY shall provide the amount of Five Hundred Thousand Dollars ($500,000.00) to be used by the Craig Thompson Environmental Protection Prosecution Trust Fund ("CTEPPT Fund") for purposes consistent with the mission of the CTEPPT Fund.

2. **CUPA Forum Environmental Protection Trust Fund.** SAFEWAY shall provide the amount of Five Hundred Thousand Dollars ($500,000.00) to the CUPA Forum Environmental Protection Trust Fund, which is administered and to be used by the California Certified Unified Program Agency (CUPA) Forum, for purposes consistent with the mission of the Trust for the CUPA Forum.

3. **CUPA Forum Training Fund.** SAFEWAY shall provide the amount of One Hundred Thousand Dollars ($100,000.00) to fund scholarships for attendance and participation at the annual CUPA conference. Each of these scholarships shall cover conference registration, transportation, meals and hotel at the training conference rate. Travel and per diem expenses will be reimbursed in accordance with the reimbursement policies of the "California CUPA Forum Board Training Conference Expense Reimbursement Policies", and any subsequent modifications thereto.

4. **California District Attorneys Association Environmental Project.**** SAFEWAY shall provide the amount of One Hundred Thousand Dollars ($100,000.00) to be used by the California District Attorneys Association Environmental Project for the purposes of providing training consistent with the objectives of the Environmental Project.

5. **California District Attorneys Association Environmental Circuit Prosecutor Project.**** SAFEWAY shall provide the amount of One Hundred Thousand Dollars

($100,000.00) to be used by the California District Attorneys Association Environmental Circuit Prosecutor Project for the purposes consistent with the objectives of the Environmental Circuit Prosecutor Project.

6. **Western States Project.**** SAFEWAY shall provide the amount of One Hundred Thousand Dollars ($100,000.00) to be used by the Western States Project for the purposes of providing training consistent with the objectives of the Western States Project.

7. **PC 14300.** SAFEWAY shall provide the amount of One Hundred Thousand Dollars ($100,000.00) for deposit in the Environmental Enforcement Training Account as set forth in Penal Code section 14300 *et seq.* Said payment shall be made in the form of a check made payable to the "Secretary of the California Environmental Protection Agency."

8. **California / U.S. EPA-CID Joint Advanced Environmental Criminal Training Program (Cal /US EPA-CID Joint AECTP), in conjunction with the California Hazardous Materials Investigators Association (CHMIA).** SAFEWAY shall provide the amount of One Hundred Thousand Dollars ($100,000.00) to fund scholarships for attendance and participation at the annual training presented at the Cal / US EPACID Joint AECTP. Each of these scholarships shall cover conference registration, meals and hotel. Said payment shall be made in the form of a check made payable to "CHMIA."

9. **California Hazardous Materials Investigators Association (CHMIA).** SAFEWAY shall provide the amount of One Hundred Thousand Dollars ($100,000.00) to be used by CHMIA to fund partial scholarships for attendance and participation at their annual training conference presented by CHMIA.

10. **Aquatic Toxicity Testing Project.** SAFEWAY shall provide Three Hundred Thousand Dollars ($300,000.00) to be used by the Yolo County District Attorney's Office to fund a Retail

Waste Aquatic Toxicity Testing ("RWATT") Project, using California's Static Acute Bioassay Procedures for Hazardous Waste Samples. The RWATT Project shall primarily focus on the testing of various retail wastes, including but not limited to, surfactants, sunscreens, lotions and health care products. In determining the products to be tested as part of the RWATT Project, the District Attorney's Offices of Orange, San Joaquin, Yolo, San Diego, Alameda, Ventura, San Bernardino, Riverside, San Francisco and Solano, may consult with retail waste generators and hazardous waste regulators, including but not limited to Department of Toxic Substances Control ("DTSC"), CUPAs and the CUPA Forum in determining some of the products to be tested. Results of the RWATT Project will be made available to retail waste generators. Protocols for the gathering of the samples, potential peer review and the methods for sharing testing data with the retail waste generators may be discussed with other DTSC, CUPAs and the CUPA Forum.

** If the payment provided by SAFEWAY 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 - COSTS

Agency	Costs
Alameda County District Attorney's Office	$67,600.00
Contra Costa County District Attorney's Office	$1,450.00
Fresno County District Attorney's Office	$12,500.00
Kern County District Attorney's Office	$700.00
Los Angeles City Attorney	$700.00
Los Angeles County District Attorney's Office	$1,400.00
Marin County District Attorney's Office	$700.00
Napa County District Attorney's Office	$8,600.00
Orange County District Attorney's Office	$223,150.00
Placer County District Attorney's Office	$700.00
Riverside County District Attorney's Office	$107,850.00
Sacramento County District Attorney's Office	$1,400.00
San Bernardino County District Attorney's Office to SWCPP*	$1,400.00
San Bernardino County District Attorney's Office	$46,700.00
San Diego City Attorney	$700.00
San Diego County District Attorney's Office	$37,200.00
San Francisco County District Attorney's Office	$75,675.00
San Joaquin County District Attorney's Office	$212,750.00
San Luis Obispo County District Attorney's Office	$1,400.00
San Mateo County District Attorney's Office	$700.00
Santa Clara County District Attorney's Office	$700.00
Santa Cruz County District Attorney's Office	$700.00
Solano County District Attorney's Office	$112,300.00
Stanislaus County District Attorney's Office	$700.00
Ventura County District Attorney's Office	$15,800.00
Yolo County District Attorney's Office*	$88,972.50
Total - Prosecutor Costs	**$1,022,447.50**

*SAN BERNARDINO: $1,400.00 is to be allocated for SWCPP costs and distributed as such.

Exhibit E-2 - COSTS

Agency	Total Costs to Agency
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	$150.00
Department of Toxic Substances Control	$46,650.00
Fresno Co. - Community Health Dept., Environmental Health Division	$6,000.00
Los Angeles Co. - Fire Health Hazmat	$4,950.00
Napa Co. - Dept. of Env. Mngt.	$4,050.00
Orange Co. - Environmental Health *	$4,650.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	$4,087.50
Sacramento Co. - Environmental Mgmt. Dept.	$5,700.00
San Bernardino Co. - Fire Haz Mat	$3,510.00
San Diego Co. - Dept. of Environmental Health	$7,500.00
San Francisco Co. - City & County Public Health Dept.	$8,880.00
San Joaquin Co. - Environmental Health Department	$20,550.00
Solano Co. - Sheriff's Office	$2,700.00
United States Environmental Protection Agency	$1,200.00
Ventura Co. - Environmental Health Division	$1,575.00
Yolo Co. - Environmental Health	$5,400.00

Total Costs to Agencies	**$127,552.50**

*ORANGE: $4,650.00 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.