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**LOS ANGELES
SUPERIOR COURT**

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

**HOME DEPOT U.S.A., Inc., a Delaware
Corporation,**

Defendant.

Case No.: BC376095

**PERMANENT INJUNCTION
AND FINAL JUDGMENT;
ORDER ~~REPEALED~~**

(Version Revised 9/07)

It appearing to the Court that the Court has jurisdiction over the subject matter and the Parties; that Plaintiff, PEOPLE OF THE STATE OF CALIFORNIA (hereinafter "the People") by and through the EDMUND G. BROWN JR., Attorney General of the State of California, BRETT J. MORRIS, Deputy Attorney General, and ROCKARD J. DELGADILLO, City Attorney of the City of Los Angeles, Patty Bilgin, Supervising City Attorney, STEVE COOLEY, District Attorney of Los Angeles County, STANLEY P. WILLIAMS, Assistant Head Deputy District Attorney, DANIEL J. WRIGHT, Deputy District Attorney, DEAN D. FLIPPO, District Attorney of Monterey County, MATT BOGOSHIAN, Deputy District Attorney, ROD PACHECO, District Attorney of Riverside County, STEPHANIE B. WEISSMAN, Deputy District Attorney, JAMES P. WILLETT, District Attorney of San Joaquin County, DAVID J. IREY, Deputy District Attorney, and DOLORES A. CARR, District Attorney of Santa Clara

1 County, JOHN FIORETTA, Deputy District Attorney, and Defendant, HOME DEPOT U.S.A.,
2 INC., a Delaware Corporation (hereinafter "Home Depot"), by and through its attorneys
3 O'MELVENY & MYERS, JAMES R. ASPERGER, have executed a STIPULATION FOR
4 ENTRY OF FINAL JUDGMENT, attached hereto as Exhibit A, and have executed an
5 Amendment to the Stipulation for Entry of Final Judgment, attached hereto as Exhibit A-1,
6 which recite, among other things the consent of the Parties to the filing and entry of this
7 PERMANENT INJUNCTION AND FINAL JUDGMENT by the Court; and that there is good
8 cause for the entry of the Permanent Injunction and Final Judgment.

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

10 **1. JURISDICTION**

11 The Superior Court of California, County of Los Angeles, has subject matter jurisdiction
12 over the matters alleged in this action and personal jurisdiction over the Parties to this Permanent
13 Injunction and Final Judgment (the "Final Judgment").

14 **2. STATUTORY PAYMENTS AND MONETARY LIABILITY**

15 **2.1 Payment:** Home Depot shall pay a total of Nine Million, Nine Hundred
16 Thousand Dollars (\$9,900,000.00), which shall be allocated as follows:

17 a. Civil Penalties: Seven Million, Two Hundred and Fifty Thousand
18 Dollars (\$7,250,000.00), to be disbursed as set forth in Exhibit B, attached hereto.

19 b. Costs: One Million, Three Hundred Thousand Dollars
20 (\$1,300,000.00), as partial recovery of costs incurred by the People in connection with the
21 investigation of this matter, to be disbursed as set forth in Exhibit C, attached hereto.

22 c. Supplemental Environmental Projects: One Million, Three
23 Hundred and Fifty Thousand Dollars (\$1,350,000.00), to be applied to the projects set forth in
24 Exhibit D, attached hereto.

25 **2.2 Additional Environmental Training Programs:** Plaintiff acknowledged
26 and confirmed that prior to the entry of this Final Judgment, Home Depot provided the funds to
27 be contributed to the environmental training programs described more fully in Exhibit E,
28 attached hereto.

1 **2.3 Additional Obligations to Implement Environmental Commitments:**
2 Home Depot shall adopt and implement the Additional Environmental Commitments described
3 more fully in Exhibit F, attached hereto.

4 **2.4 Procedure for Payment:** Home Depot shall satisfy its payment
5 obligations to the People under Paragraphs 2.1 and 2.2 as follows:

6 a. The disbursement of all of the payments to be made by Home
7 Depot to the People pursuant to Paragraphs 2.1 and 2.2 of this Final Judgment shall be the
8 responsibility of a Payment Administrator who has been designated by the People. The Payment
9 Administrator is David J. Irej, Deputy District Attorney for the San Joaquin County District
10 Attorney's Office.

11 b. The payments required of Home Depot pursuant to Paragraphs 2.1
12 and 2.2 shall be made by certified or cashier's checks or wire transfer to the Payment
13 Administrator. All payments made by check shall be delivered to the following address:

14 San Joaquin County District Attorney's Office
15 Attention: David J. Irej
16 222 E. Weber Avenue, Room 202
17 Stockton, CA 95202

18 In the alternative, payments may be made by wire transfer and such transfers
19 shall be electronically transmitted to an account and routing number as directed in writing by the
20 People to Home Depot following the entry of this Final Judgment.

21 c. Home Depot shall deliver to the Payment Administrator the
22 aforementioned payments set forth in Paragraph 2.1 within twenty (20) days of the Court's entry of
23 this Final Judgment. In the alternative, payment may be made by wire transfer and such transfers
24 shall be electronically transmitted to an account and routing number as directed in writing by the
25 People to Home Depot within twenty (20) days following the entry of this Final Judgment. The
26 Payment Administrator shall be responsible for disbursing the settlement funds to the entities
27 identified in Exhibits B, C, D, and E in accordance with the terms of this Final Judgment and
28 applicable Exhibits.

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1 d. A photocopy of all of the payments made by Home Depot pursuant
2 to Paragraphs 2.1 and 2.2 (or electronic confirmation of the wire transfer) shall be sent, at the same
3 time that they are delivered or transferred for payment, to each of the People's representatives
4 identified in Paragraph 5.

5 **3. PERMANENT INJUNCTION**

6 Subject to Paragraph 11.2 and pursuant to provisions of Health and Safety Code sections
7 25181 and 25516.2, Business and Professions Code section 17203, and the Court's equitable powers,
8 Home Depot shall undertake the following actions related to: (a) Covered Facilities that have not
9 been permanently closed as of the date of entry of this Final Judgment by the Court; and, (b) any
10 newly constructed facilities that Home Depot shall open after entry of this Final Judgment. This
11 Permanent Injunction shall not apply to: (a) any facility that Home Depot may acquire after entry of
12 this Final Judgment; or, (b) any facility once it has been closed and no hazardous material or
13 hazardous waste remains at the premises. Any violation of the Permanent Injunction required by this
14 Final Judgment shall be considered separate and in addition to any violation of the statutory or
15 regulatory requirements.

16 **3.1 Licensed Hazardous Waste Haulers:** Home Depot shall only engage in the
17 transportation of hazardous waste, or transfer custody of hazardous waste for transport to hazardous
18 waste transporters, in compliance with Section 25163 of the California Health and Safety Code.

19 **3.2 Certification of Hazardous Waste Program:** Within 30 days of entry of
20 this Final Judgment by the Court, and annually thereafter for the duration of the Permanent
21 Injunction, Home Depot shall submit a certification to the People that an HHM III Program, or an
22 equivalent program to that produced by Settling Defendant on September 18, 2007, to each of the
23 undersigned offices acting on behalf of the People, has been adopted and administered for the
24 duration of the year at each of the Covered Facilities that contain or generate hazardous materials
25 or hazardous waste in the State of California. In addition, Home Depot shall provide an annual
26 certification to the People beginning on the same date as the other certifications required hereunder
27 in 2008, and continuing through the duration of the Permanent Injunction, that Home Depot has
28 reviewed the HHM III or equivalent program and has updated that program to address intervening

1 changes in applicable California laws relating to hazardous waste. As used in this paragraph,
2 “equivalent program” shall mean a program that achieves equivalent compliance with the HWCL
3 in all material respects. For the duration of the Permanent Injunction, at the close of each quarter
4 of each year Home Depot shall provide in accordance with the notice provisions of Paragraph 5 a
5 copy of the most current version of the programs administered pursuant to this paragraph. The
6 copies provided shall be electronically red-lined to specifically identify any additions or deletions
7 made to each program as compared to the last version of that program provided to the People.

8 **3.3 Certification of Document Retention:** Within 30 days of entry of this Final
9 Judgment by the Court, and annually thereafter for the duration of the Permanent Injunction, Home
10 Depot shall submit a certification that, to the best of Home Depot’s knowledge and belief, California
11 governmental notices of violations and inspection reports (collectively “Inspections”) relating to the
12 violations alleged in the Complaint that are received by a Covered Facility or the Store Support
13 Center of Home Depot, and any associated responsive correspondence (“Responses”), have been
14 retained by Home Depot. True and correct copies of such Inspections and Responses, and all
15 attachments thereto, shall be provided on a quarterly basis to the San Joaquin County District
16 Attorney’s Office and to the California Attorney General’s Office.

17 **3.4 Hazardous Waste Training:** Home Depot shall maintain and administer a
18 program to provide training to such employees in California as are required to be trained in
19 hazardous waste management procedures pursuant to California Health and Safety Code section
20 25123.3(h) and any other regulations applicable to the Covered Facilities, and shall maintain
21 documentation of such training as provided under that program for the duration of this Permanent
22 Injunction. Home Depot contends that as of the date of the entry of this Final Judgment, the Covered
23 Facilities qualify as small quantity generators or conditionally exempt generators and that at the time
24 of the entry of this Final Judgment training for large quantity generators is not required for the
25 Covered Facilities.

26 **3.5 Hazardous Materials Training:** Home Depot shall maintain and administer
27 a program to provide training to such employees in California as are required to be trained in
28 hazardous materials handling procedures pursuant to California Health and Safety Code section

1 25504 and all other training requirements pursuant to Chapter 6.95 and its implementing regulations
2 applicable at the Covered Facilities, and shall maintain documentation of such training as provided
3 under that program for the duration of this Permanent Injunction.

4 **3.6 Hazardous Waste Transport Containers:** Home Depot shall maintain and
5 administer a corporate policy that requires hazardous waste transporters that transport hazardous
6 waste from Covered Facilities for off-site disposal to use Department of Transportation-approved
7 containers, in accordance with Title 22 of the California Code of Regulations, section 66262.30.

8 **3.7 Fire Code Program:**

9 a. Except as provided in subdivision (c) of this Paragraph, prior to the
10 execution of the Stipulation to the Entry of Final Judgment, Home Depot shall have provided to the
11 People a proposed Fire Code Program that has been developed to comply with applicable Local,
12 State, and Uniform fire codes (hereinafter "the fire codes"). Home Depot shall adopt and begin to
13 administer this Fire Code Program at all Covered Facilities that are "Home Depot" branded retail
14 stores prior to the entry of this Final Judgment by the Court. At all Covered Facilities that are not
15 "Home Depot" branded retail stores, Home Depot shall have delivered to each facility a
16 communication that requires each facility to comply with the fire codes prior to the entry of this Final
17 Judgment. Home Depot shall develop an enhanced version of the existing fire code procedures (an
18 "interim Fire Code Program") and adopt and begin to administer the interim Fire Code Program at
19 all Covered Facilities that are not "Home Depot" branded retail stores prior to entry of the Final
20 Judgment by the Court. Home Depot then shall promptly review and evaluate compliance with the
21 fire codes at all Covered Facilities that are not "Home Depot" branded retail stores to identify
22 whether any modifications to the interim Fire Code Program may be necessary. Home Depot shall
23 adopt and begin to administer the revised Fire Code Program at all Covered Facilities that are not
24 "Home Depot" branded retail stores by January 15, 2008. As used in this paragraph, "equivalent
25 program" shall mean a program that achieves equivalent compliance with the fire codes in all
26 material respects.

27 b. Home Depot shall initiate the process of applying for any variances
28 or opinions from the State Fire Marshal relating to the issues described in Exhibit H, attached hereto,

1 within 60 days after entry of this Final Judgment and thereafter promptly exhaust all administrative
2 and/or legal remedies relating to such variances.

3 c. The People shall not pursue any violations of this Permanent
4 Injunction against Home Depot based on any alleged violation or penalty relating to the issues # 3,
5 7, and 8 identified in Exhibit H, attached hereto, through and until October 15, 2007, and issues #
6 1, 2, 4, 5, and 6 identified in Exhibit H through and until November 30, 2007. However, this
7 exclusion shall not apply to any release or incident involving an imminent risk of death, serious
8 bodily injury, explosion, or fire. Home Depot may provide notice of this Final Judgment to any
9 Certified Unified Program Agency ("CUPA") and local fire department in California at the time of
10 execution of the Stipulation to the Entry of Final Judgment by the Parties, and may request that any
11 agency provide comments or objections. If a local fire department pursues any enforcement action
12 relating to violations of the fire codes alleged to have occurred prior to October 15, 2007 and
13 November 30, 2007, as applicable, Home Depot may notify the relevant agency of this Stipulation
14 to the Entry of Final Judgment.

15 d. By January 15, 2008, Home Depot shall submit a certification to the
16 People that Home Depot has adopted and is administering a Fire Code Program in the State of
17 California at all Covered Facilities that are subject to the fire codes. For the duration of this
18 Permanent Injunction, Home Depot also shall annually submit a certification to the People that
19 Home Depot administered for the duration of the previous year the Fire Code Program in the State
20 of California at all Covered Facilities that are subject to the fire codes. As used in this paragraph,
21 "Fire Code Program" shall mean a program that achieves equivalent compliance with the fire codes
22 in all material respects. For the duration of the Permanent Injunction, at the close of each quarter
23 of each year Home Depot shall provide in accordance with the notice provisions of Paragraph 5 a
24 copy of the most current version of the programs administered pursuant to this paragraph. The
25 copies provided shall be electronically red-lined to specifically identify any additions or deletions
26 made to each program as compared to the last version of that program provided to the People.

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1 **4. MATTERS COVERED BY THIS FINAL JUDGMENT**

2 **4.1** This Final Judgment is a final and binding resolution and settlement of all
3 Claims that have been alleged, or Claims that could have been asserted within the scope of the
4 allegations set forth, in the Complaint in this matter up until execution of the Stipulation for Entry
5 of Final Judgment by the Parties, according to statute, regulation, or ordinance by or through the
6 People of the State of California (“Covered Matters”), against Home Depot and its subsidiaries,
7 affiliates and corporate parents, and each of their affiliates and parents, Covered Facilities,
8 successors, heirs, assigns, and their respective officers, directors, partners, employees, agents,
9 representatives, property owners, and facility operators (“Entities Covered by Settlement”). The
10 People further covenant not to sue the Entities Covered by Settlement for any Covered Matter.
11 Except as expressly provided herein, each Party shall bear its own attorneys’ fees and costs.

12 In the event that litigation is filed by an entity which is not a party to this
13 action against one of the Entities Covered by Settlement based upon Claims alleged in the
14 Complaint, or which could have been asserted based on the Claims alleged in the Complaint, Home
15 Depot shall notify the People within thirty (30) days of service of such litigation on Home Depot.
16 If the People determine that the subsequent litigation is barred by the principles in this paragraph,
17 the People will not oppose Home Depot in arguing that the subsequent litigation is barred by the
18 principle of *res judicata*. No language in this paragraph nor any language in paragraph 3 will
19 preclude Home Depot from asserting in any subsequent litigation any and all legal and equitable
20 defenses regarding compliance with any provision in this Final Judgment or the laws or regulations
21 cited in this Final Judgment or cited in the Complaint, including, but not limited to, *res judicata*.

22 **4.2** The provisions of Paragraph 4.1 are effective as of the date of the entry of this
23 Final Judgment but the continuing effect of such provisions is expressly conditioned on Home
24 Depot’s full payment of the civil penalty, costs and other commitment of payments specified in
25 Paragraphs 2.1, 2.2, and 2.3 of this Final Judgment.

26 **4.3** Paragraphs 4.1 and 4.2 have no effect on the ability of the People to enforce
27 the terms of this Final Judgment, or to pursue or file a separate or additional action for any
28 subsequent violation of statutory or regulatory requirements. This Court retains exclusive

1 jurisdiction to address any future claims for injunctive relief, penalty assessment or other relief for
2 the Covered Facilities against Home Depot arising from or related to any alleged or actual violations
3 of this Final Judgment.

4 **4.4** Any violations of law, statute, regulation or ordinance, if any, by Home Depot
5 which are not based on Claims alleged in the Complaint, or are not addressed as a Covered Matter
6 in this Final Judgment, or which occur or exist after this Final Judgment is entered, are not resolved,
7 settled or covered by this Final Judgment.

8 **4.5** Home Depot shall not sue or pursue any civil or administrative claims against
9 the People or agencies of the State of California, or any counties of the State of California, or any
10 Fire department or agency, or any Certified Unified Program Agency, Participating Agency or
11 Unified Program Agency as those terms are defined pursuant to California Health and Safety Code,
12 section 25281, subdivisions (d)(1), (2) and (3) (collectively "Agencies"), or their officers, employees,
13 representatives, agents or attorneys, arising out of or related to any matter expressly addressed by this
14 Final Judgment; provided, however, that if any Agencies initiate claims against Home Depot, Home
15 Depot reserves any and all rights to pursue any and all rights, claims, demands and defenses against
16 such Agencies.

17 **4.6** Notwithstanding any other provision of this Final Judgment, any claims or
18 causes of action arising out of past or future releases, spills, leaks, discharges or disposal of
19 hazardous wastes or hazardous substances caused or contributed to by Home Depot that may have
20 occurred or may occur at a location that is not a Covered Facility for:

- 21 a. performance of cleanup, corrective action or response action;
- 22 b. criminal penalties, civil penalties, damages, injunctive relief; or,
- 23 c. recovery of response costs,

24 are not resolved by this Final Judgment, and such claims or causes of action, if any, are reserved by
25 the People of the State of California; provided, however, that this exclusion does not apply to any
26 matter asserted against the Home Depot arising out of or relating to the handling, disposal and/or
27 transportation of hazardous materials and/or waste by EI, Slate, the 3E Company, Estes Trucking
28 Company ("Estes"), Exel, and any subsidiary, affiliate, or agent of these foregoing entities. The

1 Parties have stipulated that nothing in this Paragraph 4.6 is intended to restrict or limit the scope of
2 the release for Covered Facilities as set forth in Paragraph 4.1.

3 **4.7** Except as provided by this Final Judgment, the Parties reserve the right to
4 pursue any claims not related to Covered Matters and any defense to such claims (“Reserved
5 Claims”).

6 **4.8** In any subsequent action that may be brought by the People to enforce any
7 Reserved Claims or claims otherwise excluded from this Final Judgment, Home Depot will not
8 assert, plead or raise against the People in any fashion any defense or avoidance claiming that such
9 failure to bring such claims as part of this action constitutes claim-splitting, laches or any other lack
10 of timeliness. This Paragraph does not affect any statute of limitations, if any, which may be
11 applicable to any Reserved Claims or claims otherwise excluded from this Final Judgment.

12 **4.9** Any event that is beyond the control of Home Depot and that prevents Home
13 Depot from timely performing any obligation under Paragraph 3 of this Final Judgment, despite
14 Home Depot's best efforts to fulfill the obligation, is a “force majeure” event. The requirement that
15 Home Depot exercise “best efforts to fulfill the obligation” includes the requirement that Home
16 Depot use Home Depot's best efforts to anticipate any potential force majeure event and use best
17 efforts to address the effects of any potential force majeure event (1) as it is occurring, and (2)
18 following the force majeure event, such that the delay is minimized to the greatest extent possible.
19 “Force majeure” does not include Home Depot's financial inability to fund or complete the
20 obligation.

21 **5. NOTICE**

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

23 Plaintiff:

24 Brett J. Morris, Esq.
25 Deputy Attorney General
26 Office of the Attorney General
27 1515 Clay Street, 20th Floor
28 P.O. Box 70550
 Oakland, CA 94162-0550
 Brett.Morris@doj.ca.gov

and to:

1 David J. Irej, Esq.
2 Supervising Deputy District Attorney
3 San Joaquin County
4 San Joaquin County Courthouse
5 222 East Weber Avenue, Room 202
6 Stockton, CA 95202
7 david.irej@sjcda.org

8 Home Depot:

9 Celia J. Peressini, Esq.
10 Senior Corporate Counsel
11 The Home Depot U.S.A., Inc.
12 Store Support Center
13 2455 Paces Ferry Road, Bldg. C-20
14 Atlanta, GA 30339
15 Celia_Peressini@homedepot.com

16 and to: Debra S. Belaga, Esq.
17 O'Melveny & Myers LLP
18 275 Battery Street
19 San Francisco, CA 94111
20 dbelaga@omm.com

21 Any Party may change the contact person or the address for purpose of notices to that Party
22 by specifying a new contact person or address in a notice delivered in writing to the person to whom
23 notice shall be provided under this Paragraph. All notices and other communications required or
24 permitted under this Final Judgment that are addressed as provided in this Paragraph are effective
25 (i) upon delivery if delivered personally or by overnight mail; (ii) five (5) days following deposit in
26 the United States mail, postage prepaid, if delivered by mail; or, (iii) the day that electronic mail is
27 sent if sent before 5 p.m. to the electronic mail addresses of the designated recipients for notice
28 concurrent with sending the notice by overnight mail.

29 **6. NECESSITY FOR WRITTEN APPROVALS**

30 All approvals and decisions of the People regarding any matter requiring approval or decision
31 of the People under the terms of this Final Judgment shall be communicated in writing to Home
32 Depot. No informal oral advice, guidance, suggestions, or comments by employees or officials of
33 the People regarding submissions or notices shall be construed to relieve Home Depot of its
34 obligations under this Final Judgment. All approvals and decisions of Home Depot regarding any
35 matter requiring approval or decision of Home Depot which are required to be communicated to the
36 People under the terms of this Final Judgment shall be communicated in writing to the People.

1 **7. EFFECT OF JUDGMENT**

2 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is
3 intended nor shall it be construed to preclude the People or any state agency, department, board or
4 entity, or any county, or any Certified Unified Program Agency, Participating Agency, Unified
5 Program Agency or any other local agency from exercising its authority under any law, statute, or
6 regulation at the Covered Facilities or any other facility addressed or identified in this Final
7 Judgment. Except as expressly provided in this Final Judgment, Home Depot retains all of its
8 defenses to the exercise of the authority by any of the aforementioned agencies or entities.

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

10 The failure of the People to enforce any provision of this Final Judgment shall neither be
11 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The
12 failure of the People to enforce any such provision shall not preclude it from later enforcing the same
13 or any other provision of this Final Judgment. No oral advice, guidance, suggestions, or comments
14 by employees or officials of any Party regarding matters covered in this Final Judgment shall be
15 construed to relieve any Party of its obligations required by this Final Judgment.

16 **9. REGULATORY CHANGES**

17 Nothing in this Final Judgment shall excuse Home Depot from meeting any more stringent
18 requirements which may be imposed hereafter by changes in applicable and legally binding
19 legislation or regulations.

20 **10. APPLICATION OF FINAL JUDGMENT**

21 This Final Judgment shall apply to and be binding upon Plaintiff, Home Depot, and the
22 successors or assigns of each of them; provided, however, that Paragraph 3 shall not apply to a
23 Covered Facility that is sold or otherwise transferred to a person or entity that is not associated with
24 Home Depot.

25 **11. CONTINUING JURISDICTION**

26 **11.1** The Court shall retain continuing jurisdiction to enforce the terms of this Final
27 Judgment and to address any other matters arising out of or regarding this Final Judgment. The
28 People may move this Court to enjoin Home Depot from any violation of any provision of this Final

1 Judgment. The Parties shall meet and confer prior to the filing of any motion relating to this Final
2 Judgment, any dispute regarding Home Depot's compliance with any requirement of the Permanent
3 Injunction, or any dispute regarding Home Depot's administration of the HHM III or Fire Code
4 Programs, and the Parties shall negotiate in good faith in an effort to resolve any dispute without
5 judicial intervention. If the Parties are unable to resolve a dispute during meet and confer
6 discussions, either Party may move this Court seeking a resolution of that dispute by the Court. Any
7 Party may invite any interested third party state or local governmental entity or agency to participate
8 in any meet and confer discussion, and with the Court's consent, to participate in any court
9 proceeding under this paragraph. Home Depot reserves its right to set forth any defenses to alleged
10 violations, and the People reserves its rights to respond to any alleged defenses, before the Court.

11 **11.2** At any time fifty-eight (58) months after the date of entry of this Final
12 Judgment by the Court, any Party may provide notice to the Court (which shall be served on all
13 Parties) that the Permanent Injunction provisions of Paragraph 6 of this Final Judgment should
14 expire and have no further force or effect ("Notice of Termination"). The Permanent Injunction
15 provisions of Paragraph 3 will be of no further force or effect sixty (60) days thereafter, unless the
16 People file a motion contesting the expiration of the Permanent Injunction provisions of Paragraph
17 3 within forty (40) days of receipt of the Notice of Termination. With the Court's consent, this
18 motion filed by the People shall be set for hearing no later than sixty months (60) months after entry
19 of this Final Judgment by the Court. In any event that such a motion is filed, none of the contested
20 injunctive provisions of Paragraph 3 will terminate pending the Court's ruling on the motion. The
21 People reserves its rights to contest termination exclusively on the grounds that Home Depot has not
22 substantially complied in material respects with the injunctive provisions of Paragraph 3 or has not
23 been reasonably diligent in administering a HHM III Program or a Fire Code Program, and to offer
24 any evidence relevant to such motion. Home Depot reserves its rights to respond on any ground
25 raised in this motion and to offer any evidence relevant to such contesting motion filed by the
26 People. The provisions of the Permanent Injunction in Paragraph 3 will expire and be of no further
27 force or effect unless the Court (upon consideration of the Parties' pleadings and arguments, if any)
28 determines that the expiration of the provisions would not be in the interest of justice, because the

1 Home Depot has not substantially complied in material respects with the injunctive provisions of
2 Paragraph 3 or has not been reasonably diligent in administering a HHM III Program or a Fire Code
3 Program. The termination of any of the Permanent Injunction provisions of Paragraph 3 shall have
4 no effect on Home Depot's obligation to comply with requirements imposed by statute, regulation,
5 ordinance, or law.

6 **12. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

7 On reasonable notice and subject to all of the defenses Home Depot would have to requests
8 for documents made by subpoena or other formal legal process or discovery employed by the People,
9 the following duly authorized representative of the undersigned offices shall be permitted to inspect
10 and copy such records and documents in the possession of Home Depot as may be reasonably
11 necessary to determine whether Home Depot is in compliance with the terms of this Final Judgment:
12 David J. Irey of the San Joaquin County District Attorney's Office, and Brett J. Morris of the
13 California Attorney General's Office. Nothing in this paragraph is intended to require access to or
14 production of any documents which are protected from production by the attorney-client privilege,
15 attorney work product doctrine, or any other applicable privileges, defenses, exemptions, or
16 immunities afforded to Home Depot under law. Home Depot shall retain for a minimum of three
17 (3) years the following documents, regardless of whether Home Depot or a contractor prepares the
18 document: manifests, shipping documents, inspections forms, sweep logs, and records of attendance
19 pertaining to training, as required by the procedures of HHM III. However, the Parties agree that
20 Home Depot may not be deemed in violation of this Paragraph 12 for failure to maintain such
21 records unless Home Depot fails to exercise reasonable diligence in administering this record
22 retention requirement. Except as described in this paragraph and in Paragraph 3, nothing in this
23 paragraph is intended to require Home Depot to keep any records beyond the Home Depot's normal
24 records retention requirements, including but not limited to policies regarding backup tapes for
25 electronic documents.

26 **13. CERTIFICATION**

27 Whenever this Final Judgment requires the certification by the Home Depot, such
28 certification shall be provided by a Home Depot representative at a managerial level in charge of

1 environmental compliance matters, or by an officer of the corporation. Each certification shall read
2 as follows:

3 To the best of my knowledge, based on information and belief and after reasonable
4 investigation, I certify that the information contained in or accompanying this
5 submission is true, accurate, and complete. I am aware that there are civil and
6 criminal penalties for submitting false information.

6 **14. ENFORCEMENT OF JUDGMENT**

7 In the event that a Party brings an action to enforce any of the terms of this Final Judgment,
8 the prevailing Party shall be entitled to its reasonable costs, including attorney's fees and costs,
9 including any costs for expert witnesses or other costs.

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

11 Home Depot shall pay its own attorney's fees, expert witness fees and costs, and all other
12 costs of litigation and investigation incurred to date.

13 **16. COOPERATION BY HOME DEPOT**

14 Home Depot shall, at the People's reasonable request and upon reasonable notice, provide
15 documents in Home Depot's possession or control to the People for use as evidence in potential legal
16 actions against EI, Slate, the 3E Company, Estes, Exel, and any subsidiary, affiliate, or agent of these
17 foregoing entities; provided, however, that this obligation shall terminate no later than two years
18 after the date of entry of this Final Judgment and shall not require Home Depot to alter its normal
19 retention policies (including but not limited to policies regarding backup tapes for electronic
20 documents). Nothing in this paragraph is intended to require access to or production of any
21 documents which are protected from disclosure by the attorney-client privilege, attorney work
22 product doctrine, or any other applicable privileges, defenses, exemptions, or immunities afforded
23 to Home Depot under law, nor does it waive any of the objections or defenses to which Home Depot
24 would be entitled in responding to requests for documents made by subpoena or other formal legal
25 process or discovery.

26 **17. INCORPORATION OF EXHIBITS**

27 Each of the Exhibits is incorporated herein by reference.

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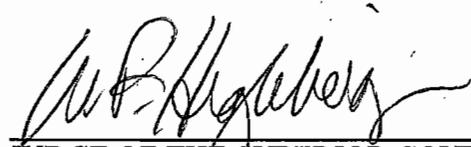
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18. MODIFICATION OF FINAL JUDGMENT

This Final Judgment may be modified only upon written consent by the Parties hereto and the approval of the Court as provided for by law.

IT IS SO ORDERED.

Dated: 10/2/07



JUDGE OF THE SUPERIOR COURT
LOS ANGELES COUNTY SUPERIOR COURT

Exhibit
A

1 EDMUND G. BROWN JR., Attorney General
of the State of California
2 TOM GREENE
Chief Assistant Attorney General
3 THEODORA P. BERGER
Senior Assistant Attorney General
4 KEN ALEX
Supervising Deputy Attorney General
5 BRETT J. MORRIS, SBN 158408
Deputy Attorney General
6 1515 Clay Street, 20th Floor
P. O. Box 70550
7 Oakland, CA 94612-0550
Telephone: (510) 622-2176
8 Fax: (510) 622-2270

[Exempt from fees pursuant to
Government Code Section 6103]

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9 Attorneys for Plaintiff,
People of the State of California

11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF LOS ANGELES**

14 **PEOPLE OF THE STATE OF CALIFORNIA,**
15 **Plaintiff,**
16 **v.**
17 **HOME DEPOT U.S.A., Inc., a Delaware**
Corporation, and DOES 1 through 99,
18 **Defendants.**

Case No.: _____

**STIPULATION FOR ENTRY
OF FINAL JUDGMENT
(Section 664.6, C.C.P.)**

21 WHEREAS, the PEOPLE OF THE STATE OF CALIFORNIA (hereinafter "the People")
22 have investigated compliance by Home Depot U.S.A., Inc. (hereinafter "Settling Defendant" or
23 "Home Depot") with: (a) Chapters 6.5 and 6.95 of Division 20 of the California Health and
24 Safety Code; (b) Section 17200 *et seq.* of the Business and Professions Code; (c) California
25 Labor Code Division 5, Parts 1, 6, 7 and 11; (d) California Vehicle Code Division 11, Chapter
26 12; Division 12, Chapter 5; Division 13, Chapter 5; and Divisions 14.1, 14.7 and 14.8; and (e)
27 associated implementing regulations pertaining to each of the foregoing; all relating to handling,
28 disposal, spill, release, reporting, transportation, labeling, marking, cleanup and any other

1 requirements relating to, arising out of or involving hazardous waste and/or hazardous materials.
2 In addition, the People have investigated compliance with Local, State and Uniform Fire Codes.

3 WHEREAS, Home Depot has cooperated with the People's investigation and voluntarily
4 produced documents and provided extensive information to the People. Since at least July 2005,
5 Home Depot has dedicated significant additional resources towards environmental compliance
6 and has further enhanced its hazardous waste and hazardous materials compliance programs.
7 Home Depot contends that its Handling Hazardous Materials program (hereinafter "HHM III")
8 has been designed to be a state-of-the-art program and includes policies and procedures that in
9 some cases are more stringent than applicable law.

10 WHEREAS, the People have engaged in settlement negotiations with the Settling
11 Defendant prior to the initiation of litigation. In these negotiations, the People were represented
12 by the Attorney General of the State of California, the City Attorney of Los Angeles, and the
13 District Attorneys for the Counties of Los Angeles, Monterey, Riverside, San Joaquin, and Santa
14 Clara. These offices were supported by the investigational efforts of numerous prosecutorial
15 offices and local agencies throughout the State of California.

16 WHEREAS, the People and the Settling Defendant (hereinafter collectively referred to as
17 "the Parties" or individually as "Party") have agreed to settle the matters under investigation and
18 the facts, causes of action, violations, and claims alleged in the Complaint filed in this matter
19 (collectively "Claims"), without litigation and by lodging this proposed STIPULATION FOR
20 ENTRY OF FINAL JUDGMENT ("Stipulation") and a proposed PERMANENT INJUNCTION
21 AND FINAL JUDGMENT ("Final Judgment") simultaneously with the Complaint. The People
22 believe that the resolution of the Claims as set forth in this Stipulation and the proposed Final
23 Judgment is fair and reasonable and fulfills the People's enforcement objectives, that no further
24 action is warranted concerning the Claims except as provided pursuant to the Final Judgment,
25 and that the proposed Final Judgment is in the best interest of the general public.

26 ///
27 ///
28 ///

1 **1. INTRODUCTION**

2 In this action, the People filed a civil COMPLAINT FOR PERMANENT INJUNCTION,
3 CIVIL PENALTIES AND OTHER EQUITABLE RELIEF ("Complaint") in the Los Angeles
4 Superior Court against Settling Defendant. The Parties settle this action on the terms set forth in
5 this Stipulation and request that this Court enter the proposed Final Judgment incorporating the
6 terms of this Stipulation.

7 **2. COMPLAINT**

8 The Complaint in this action alleges that the Settling Defendant engaged in conduct that
9 violated provisions of: (a) Chapters 6.5 and 6.95 of Division 20 of the California Health and
10 Safety Code; (b) Section 17200 *et seq.* of the California Business and Professions Code; (c)
11 California Labor Code Division 5, Parts 1, 6, 7 and 11; (d) California Vehicle Code Division 11,
12 Chapter 12; Division 12, Chapter 5; Division 13, Chapter 5; and Divisions 14.1, 14.7 and 14.8;
13 and, (e) associated implementing regulations pertaining to each of the foregoing; all relating to
14 handling, disposal, spill, release, reporting, transportation, labeling, marking, cleanup and any
15 other requirements relating to, arising out of or involving hazardous waste and/or hazardous
16 materials. In addition, the Complaint alleges violation of Local, State and Uniform Fire Codes.
17 A true and correct copy of the Complaint is attached as Attachment "A" to this Stipulation. The
18 facilities that are addressed by this Stipulation and the Final Judgment are any and all facilities
19 that are or were owned, operated or acquired by Home Depot in the State of California as of the
20 date that this Stipulation is executed by all Parties, including but not limited to open, closed and
21 acquired facilities (hereinafter "Covered Facilities"). The specific list of Covered Facilities
22 attached to the Complaint shall not be to the exclusion of other facilities that may have been
23 inadvertently omitted from the list, where the Parties agree in writing that an omitted facility
24 should be included. As to any facilities that have been omitted, Settling Defendant shall provide
25 the following to the People on a quarterly basis: (a) written notice of such additional facilities
26 after the omission comes to the attention of the Home Depot's Store Support Center; and (b) to
27 the best of Defendant's knowledge and belief, copies of any notices of violation and/or
28 governmental inspection reports applicable to such facilities that have been received by that

1 facility since January 1, 2003. If, after the People have had sufficient time in which to review the
2 alleged reason for the omission, and after Home Depot has established to the satisfaction of the
3 People that the omission was inadvertent, the Parties shall agree in writing that the additional
4 facility be included in the Final Judgment.

5 **3. JURISDICTION**

6 For purposes of this Stipulation and the Final Judgment only, the People and Settling
7 Defendant agree that the Superior Court of California, County of Los Angeles, has subject matter
8 jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to the
9 Stipulation and the Final Judgment.

10 **4. SETTLEMENT OF DISPUTED CLAIMS**

11 This Stipulation for Entry of Final Judgment is neither an admission nor a denial by
12 Settling Defendant regarding any issue of law or fact in the above-captioned matter or any
13 violation of any law. The Parties enter into this Stipulation pursuant to a compromise and
14 settlement of disputed claims, as set forth in the Complaint, for the purpose of furthering the
15 public interest. Settling Defendant waives its right to a hearing on any matter covered by the
16 Complaint prior to the entry of the Final Judgment. The Parties agree that this Stipulation is not
17 admissible in any proceeding involving non-parties to the Final Judgment. Settling Defendant
18 reserves the right, for purposes of non-party proceedings, to deny the issues of law and fact in the
19 Final Judgment and exhibits hereto.

20 **5. PAYMENTS**

21 **5.1 Payment:** Settling Defendant shall pay a total of Nine Million, Nine
22 Hundred Thousand Dollars (\$9,900,000.00), which shall be allocated as follows:

23 a. **Civil Penalties:** Seven Million, Two Hundred and Fifty Thousand
24 Dollars (\$7,250,000.00), to be disbursed as set forth in Exhibit B attached to the Final Judgment.

25 b. **Costs:** One Million, Three Hundred Thousand Dollars
26 (\$1,300,000.00), as partial recovery of costs incurred by the People in connection with the
27 investigation of this matter, to be disbursed as set forth in Exhibit C attached to the Final
28 Judgment.

1 c. Supplemental Environmental Projects: One Million, Three
2 Hundred and Fifty Thousand Dollars (\$1,350,000.00), to be applied to the projects as set forth in
3 Exhibit D attached to the Final Judgment.

4 **5.2 Additional Environmental Training Programs**: Plaintiff acknowledges
5 and confirms that prior to the entry of the Stipulation in this matter, Settling Defendant provided
6 the funds to be contributed to the environmental training programs described more fully in
7 Exhibit E attached to the Final Judgment. In the event that the Court does not enter the proposed
8 Final Judgment, these funds shall be returned to Settling Defendant, with any interest accrued.

9 **5.3 Additional Obligations to Implement Environmental Commitments**:
10 Settling Defendant shall adopt and implement the Additional Environmental Commitments
11 described more fully in Exhibit F attached to the Final Judgment.

12 **5.4 Procedure for Payment**: Settling Defendant shall satisfy its payment
13 obligations to the People under Paragraphs 5.1 and 5.2 as follows:

14 a. The disbursement of all of the payments to be made by Settling
15 Defendant to the People pursuant to Paragraphs 5.1 and 5.2 of this Stipulation and the Final
16 Judgment shall be the responsibility of a Payment Administrator who has been designated by the
17 People. The Payment Administrator is David J. Irej, Deputy District Attorney for the San
18 Joaquin County District Attorney's Office.

19 b. The payments required of the Settling Defendant pursuant to
20 Paragraphs 5.1 and 5.2 shall be made by certified or cashier's checks or wire transfer to the
21 Payment Administrator. All payments made by check shall be delivered to the following
22 address:

23 San Joaquin County District Attorney's Office
24 Attention: David J. Irej
25 222 E. Weber Avenue, Room 202
26 Stockton, CA 95202

27 In the alternative, payments may be made by wire transfer and such transfers
28 shall be electronically transmitted to an account and routing number as directed in writing by the
People to Settling Defendant following the entry of the Final Judgment.

1 c. Settling Defendant shall deliver to the Payment Administrator the
2 aforementioned payments set forth in Paragraph 5.1 within twenty (20) days of the Court's entry of
3 the Final Judgment. In the alternative, payment may be made by wire transfer and such transfers
4 shall be electronically transmitted to an account and routing number as directed in writing by the
5 People to Settling Defendant within twenty (20) days following the entry of the Final Judgment. The
6 Payment Administrator shall be responsible for disbursing the settlement funds to the entities
7 identified in Exhibits B, C, D, and E in accordance with the terms of the Final Judgment and
8 applicable Exhibits.

9 d. A photocopy of all of the payments made by Settling Defendant
10 pursuant to Paragraphs 5.1 and 5.2 (or electronic confirmation of the wire transfer) shall be sent, at
11 the same time that they are delivered or transferred for payment, to each of the People's
12 representatives identified in Paragraph 8.

13 **6. PERMANENT INJUNCTION**

14 Subject to Paragraph 16.2 of the Final Judgment and pursuant to provisions of Health and
15 Safety Code sections 25181 and 25516.2, Business and Professions Code section 17203, and the
16 Court's equitable powers, Settling Defendant shall undertake the following actions related to: (a)
17 Covered Facilities that have not been permanently closed as of the date of entry of the Final
18 Judgment by the Court; and, (b) any newly constructed facilities that Settling Defendant shall open
19 after entry of the Final Judgment. The Permanent Injunction shall not apply to: (a) any facility that
20 Settling Defendant may acquire after entry of the Final Judgment; or, (b) any facility once it has been
21 closed and no hazardous material or hazardous waste remains at the premises. Any violation of the
22 Permanent Injunction required by the Final Judgment shall be considered separate and in addition
23 to any violation of the statutory or regulatory requirements.

24 **6.1 Licensed Hazardous Waste Haulers:** Settling Defendant shall only engage
25 in the transportation of hazardous waste, or transfer custody of hazardous waste for transport to
26 hazardous waste transporters, in compliance with Section 25163 of the California Health and Safety
27 Code.

28 ///

1 **6.2 Certification of Hazardous Waste Program:** Within 30 days of entry of
2 the Final Judgment by the Court, and annually thereafter for the duration of the Permanent
3 Injunction, Settling Defendant shall submit a certification to the People that an HHM III Program,
4 or an equivalent program to that attached as Exhibit G to the Final Judgment (filed under seal), has
5 been adopted and administered for the duration of the year at each of the Covered Facilities that
6 contain or generate hazardous materials or hazardous waste in the State of California. In addition,
7 Settling Defendant shall provide an annual certification to the People beginning on the same date as
8 the other certifications required hereunder in 2008, and continuing through the duration of the
9 Permanent Injunction, that Settling Defendant has reviewed the HHM III or equivalent program and
10 has updated that program to address intervening changes in applicable California laws relating to
11 hazardous waste. As used in this paragraph, "equivalent program" shall mean a program that
12 achieves equivalent compliance with the HWCL in all material respects. For the duration of the
13 Permanent Injunction, at the close of each quarter of each year Settling Defendant shall provide in
14 accordance with the notice provisions of Paragraph 8 a copy of the most current version of the
15 programs administered pursuant to this paragraph. The copies provided shall be electronically red-
16 lined to specifically identify any additions or deletions made to each program as compared to the last
17 version of that program provided to the People.

18 **6.3 Certification of Document Retention:** Within 30 days of entry of the Final
19 Judgment by the Court, and annually thereafter for the duration of the Permanent Injunction, Settling
20 Defendant shall submit a certification that, to the best of Settling Defendant's knowledge and belief,
21 California governmental notices of violations and inspection reports (collectively "Inspections")
22 relating to the violations alleged in the Complaint that are received by a Covered Facility or the Store
23 Support Center of Home Depot, and any associated responsive correspondence ("Responses"), have
24 been retained by Settling Defendant. True and correct copies of such Inspections and Responses,
25 and all attachments thereto, shall be provided on a quarterly basis to the San Joaquin County District
26 Attorney's Office and to the California Attorney General's Office.

27 **6.4 Hazardous Waste Training:** Settling Defendant shall maintain and
28 administer a program to provide training to such employees in California as are required to be trained

1 in hazardous waste management procedures pursuant to California Health and Safety Code section
2 25123.3(h) and any other regulations applicable to the Covered Facilities, and shall maintain
3 documentation of such training as provided under that program for the duration of the Permanent
4 Injunction. Settling Defendant contends that as of the date of the entry of this Stipulation, the
5 Covered Facilities qualify as small quantity generators or conditionally exempt generators and that
6 at the time of the entry of this Stipulation training for large quantity generators is not required for
7 the Covered Facilities.

8 **6.5 Hazardous Materials Training:** Settling Defendant shall maintain and
9 administer a program to provide training to such employees in California as are required to be trained
10 in hazardous materials handling procedures pursuant to California Health and Safety Code section
11 25504 and all other training requirements pursuant to Chapter 6.95 and its implementing regulations
12 applicable at the Covered Facilities, and shall maintain documentation of such training as provided
13 under that program for the duration of the Permanent Injunction.

14 **6.6 Hazardous Waste Transport Containers:** Settling Defendant shall maintain
15 and administer a corporate policy that requires hazardous waste transporters that transport hazardous
16 waste from Covered Facilities for off-site disposal to use Department of Transportation-approved
17 containers, in accordance with Title 22 of the California Code of Regulations, section 66262.30.

18 **6.7 Fire Code Program:**
19 a. Except as provided in subdivision (c) of this Paragraph, prior to the
20 execution of the Stipulation for Entry of Final Judgment, Settling Defendant shall provide to the
21 People a proposed Fire Code Program that has been developed to comply with applicable Local,
22 State, and Uniform fire codes (hereinafter "the fire codes"). Settling Defendant shall adopt and begin
23 to administer this Fire Code Program at all Covered Facilities that are "Home Depot" branded retail
24 stores prior to the entry of the Final Judgment by the Court. At all Covered Facilities that are not
25 "Home Depot" branded retail stores, Settling Defendant shall deliver to each facility a
26 communication that requires each facility to comply with the fire codes prior to the entry of the Final
27 Judgment. Settling Defendant shall develop an enhanced version of the existing fire code procedures
28 (an "interim Fire Code Program") and adopt and begin to administer the interim Fire Code Program

1 at all Covered Facilities that are not "Home Depot" branded retail stores by September 15, 2007.
2 Settling Defendant then shall promptly review and evaluate compliance with the fire codes at all
3 Covered Facilities that are not "Home Depot" branded retail stores to identify whether any
4 modifications to the interim Fire Code Program may be necessary. Settling Defendant shall adopt
5 and begin to administer the revised Fire Code Program at all Covered Facilities that are not "Home
6 Depot" branded retail stores by January 15, 2008. As used in this paragraph, "equivalent program"
7 shall mean a program that achieves equivalent compliance with the fire codes in all material respects.

8 b. Settling Defendant shall initiate the process of applying for any
9 variances or opinions from the State Fire Marshal relating to the issues described in Exhibit H,
10 attached to the Final Judgment, within 60 days after entry of the Final Judgment and thereafter
11 promptly exhaust all administrative and/or legal remedies relating to such variances.

12 c. The People shall not pursue any violations of the Permanent Injunction
13 against Settling Defendant based on any alleged violation or penalty relating to the issues # 3, 7, and
14 8 identified in Exhibit H attached to the Final Judgment through and until October 15, 2007, and
15 issues # 1, 2, 4, 5, and 6 identified in Exhibit H attached to the Final Judgment through and until
16 November 30, 2007. However, this exclusion shall not apply to any release or incident involving
17 an imminent risk of death, serious bodily injury, explosion, or fire. Settling Defendant may provide
18 notice of the Final Judgment to any Certified Unified Program Agency ("CUPA") and local fire
19 department in California at the time of execution of the Stipulation to the Entry of Final Judgment
20 by the Parties, and may request that any agency provide comments or objections. If a local fire
21 department pursues any enforcement action relating to violations of the fire codes alleged to have
22 occurred prior to October 15, 2007 and November 30, 2007, as applicable, Settling Defendant may
23 notify the relevant agency of this Stipulation to the Entry of Final Judgment.

24 d. By January 15, 2008, Settling Defendant shall submit a certification
25 to the People that Settling Defendant has adopted and is administering a Fire Code Program in the
26 State of California at all Covered Facilities that are subject to the fire codes. For the duration of the
27 Permanent Injunction, Settling Defendant also shall annually submit a certification to the People that
28 Settling Defendant administered for the duration of the previous year the Fire Code Program in the

1 State of California at all Covered Facilities that are subject to the fire codes. As used in this
2 paragraph, "Fire Code Program" shall mean a program that achieves equivalent compliance with the
3 fire codes in all material respects. For the duration of the Permanent Injunction, at the close of each
4 quarter of each year Settling Defendant shall provide in accordance with the notice provisions of
5 Paragraph 8 a copy of the most current version of the programs administered pursuant to this
6 paragraph. The copies provided shall be electronically red-lined to specifically identify any additions
7 or deletions made to each program as compared to the last version of that program provided to the
8 People.

9 **7. MATTERS TO BE COVERED BY THE FINAL JUDGMENT**

10 **7.1** This Stipulation and the entry of the Final Judgment shall be a final and
11 binding resolution and settlement of all Claims that have been alleged, or Claims that could have
12 been asserted within the scope of the allegations set forth, in the Complaint in this matter up until
13 execution of this Stipulation by the Parties, according to statute, regulation, or ordinance by or
14 through the People of the State of California ("Covered Matters"), against Settling Defendant and
15 its subsidiaries, affiliates and corporate parents, and each of their affiliates and parents, Covered
16 Facilities, successors, heirs, assigns, and their respective officers, directors, partners, employees,
17 agents, representatives, property owners, and facility operators ("Entities Covered by Settlement").
18 The People further covenant not to sue the Entities Covered by Settlement for any Covered Matter.
19 Except as expressly provided herein, each Party shall bear its own attorneys' fees and costs.

20 In the event that litigation is filed by an entity which is not a party to this
21 action against one of the Entities Covered by Settlement based upon Claims alleged in the
22 Complaint, or which could have been asserted based on the Claims alleged in the Complaint, Settling
23 Defendant shall notify the People within thirty (30) days of service of such litigation on Settling
24 Defendant. If the People determine that the subsequent litigation is barred by the principles in this
25 paragraph, the People will not oppose Settling Defendant in arguing that the subsequent litigation
26 is barred by the principle of *res judicata*. No language in this paragraph nor any language in
27 paragraph 6 will preclude Settling Defendant from asserting in any subsequent litigation any and all
28 legal and equitable defenses regarding compliance with any provision in the Final Judgment or the

1 laws or regulations cited in the Final Judgment or cited in the Complaint, including, but not limited
2 to, *res judicata*.

3 7.2 The provisions of Paragraph 7.1 are effective as of the date of the entry of the
4 Final Judgment but the continuing effect of such provisions is expressly conditioned on Settling
5 Defendant's full payment of the civil penalty, costs and other commitment of payments specified in
6 Paragraphs 5.1, 5.2, and 5.3 of the Final Judgment.

7 7.3 Paragraphs 7.1 and 7.2 have no effect on the ability of the People to enforce
8 the terms of the Final Judgment, or to pursue or file a separate or additional action for any
9 subsequent violation of statutory or regulatory requirements. The Parties intend that the Court
10 retains exclusive jurisdiction to address any future claims for injunctive relief, penalty assessment
11 or other relief for the Covered Facilities against Settling Defendant arising from or related to any
12 alleged or actual violations of the Final Judgment.

13 7.4 Any violations of law, statute, regulation or ordinance, if any, by Settling
14 Defendant which are not based on Claims alleged in the Complaint, or are not addressed as a
15 Covered Matter in the Final Judgment, or which occur or exist after entry of the Final Judgment is
16 fully executed, are not resolved, settled or covered by this Stipulation or the Final Judgment.

17 7.5 Settling Defendant covenants not to sue or pursue any civil or administrative
18 claims against the People or agencies of the State of California, or any counties of the State of
19 California, or any Fire department or agency, or any Certified Unified Program Agency, Participating
20 Agency or Unified Program Agency as those terms are defined pursuant to California Health and
21 Safety Code, section 25281, subdivisions (d)(1), (2) and (3) (collectively "Agencies"), or their
22 officers, employees, representatives, agents or attorneys, arising out of or related to any matter
23 expressly addressed by this Stipulation or the Final Judgment; provided, however, that if any
24 Agencies initiate claims against Settling Defendant, Settling Defendant reserves any and all rights
25 to pursue any and all rights, claims, demands and defenses against such Agencies.

26 7.6 Notwithstanding any other provision of the Final Judgment, any claims or
27 causes of action arising out of past or future releases, spills, leaks, discharges or disposal of

28 ///

1 hazardous wastes or hazardous substances caused or contributed to by Settling Defendant that may
2 have occurred or may occur at a location that is not a Covered Facility for:

- 3 a. performance of cleanup, corrective action or response action;
- 4 b. criminal penalties, civil penalties, damages, injunctive relief; or,
- 5 c. recovery of response costs,

6 are not resolved by the Final Judgment, and such claims or causes of action, if any, are reserved by
7 the People of the State of California; provided, however, that this exclusion does not apply to any
8 matter asserted against the Settling Defendant arising out of or relating to the handling, disposal
9 and/or transportation of hazardous materials and/or waste by EI, Slate, the 3E Company, Estes
10 Trucking Company ("Estes"), Exel, and any subsidiary, affiliate, or agent of these foregoing entities.
11 The Parties agree that nothing in this Paragraph 7.6 is intended to restrict or limit the scope of the
12 release for Covered Facilities as set forth in Paragraph 7.1.

13 7.7 Except as provided by the Final Judgment, the Parties reserve the right to
14 pursue any claims not related to Covered Matters and any defense to such claims ("Reserved
15 Claims").

16 7.8 In any subsequent action that may be brought by the People to enforce any
17 Reserved Claims or claims otherwise excluded from this settlement, Settling Defendant will not
18 assert, plead or raise against the People in any fashion any defense or avoidance claiming that such
19 failure to bring such claims as part of this action constitutes claim-splitting, laches or any other lack
20 of timeliness. This Paragraph does not affect any statute of limitations, if any, which may be
21 applicable to any Reserved Claims or claims otherwise excluded from this settlement.

22 7.9 Any event that is beyond the control of Settling Defendant and that prevents
23 Settling Defendant from timely performing any obligation under Section 6 of the Final Judgment,
24 despite Settling Defendant's best efforts to fulfill the obligation, is a "force majeure" event. The
25 requirement that Settling Defendant exercise "best efforts to fulfill the obligation" includes the
26 requirement that Settling Defendant use Settling Defendant's best efforts to anticipate any potential
27 force majeure event and use best efforts to address the effects of any potential force majeure event
28 (1) as it is occurring, and (2) following the force majeure event, such that the delay is minimized to

1 the greatest extent possible. "Force majeure" does not include Settling Defendant's financial
2 inability to fund or complete the obligation.

3 **8. NOTICE**

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

5 **Plaintiff:**

6 Brett J. Morris, Esq.
7 Deputy Attorney General
8 Office of the Attorney General
9 1515 Clay Street, 20th Floor
10 P.O. Box 70550
11 Oakland, CA 94162-0550
12 Brett.Morris@doj.ca.gov

13 and to:

14 David J. Irely, Esq.
15 Supervising Deputy District Attorney
16 San Joaquin County
17 San Joaquin County Courthouse
18 222 East Weber Avenue, Room 202
19 Stockton, CA 95202
20 david.irely@sjcda.org

21 **Settling Defendant:**

22 Celia J. Peressini, Esq.
23 Senior Corporate Counsel
24 The Home Depot U.S.A., Inc.
25 Store Support Center
26 2455 Paces Ferry Road, Bldg. C-20
27 Atlanta, GA 30339
28 Celia_Peressini@homedepot.com

and to:

Debra S. Belaga, Esq.
O'Melveny & Myers LLP
275 Battery Street
San Francisco, CA 94111
dbelaga@omm.com

Any Party may change the contact person or the address for purpose of notices to that Party by specifying a new contact person or address in a notice delivered in writing to the person to whom notice shall be provided under this Paragraph. All notices and other communications required or permitted under the Final Judgment that are addressed as provided in this Paragraph are effective (i) upon delivery if delivered personally or by overnight mail; (ii) five (5) days following deposit in the

1 United States mail, postage prepaid, if delivered by mail; or, (iii) the day that electronic mail is sent
2 if sent before 5 p.m. to the electronic mail addresses of the designated recipients for notice
3 concurrent with sending the notice by overnight mail.

4 **9. NECESSITY FOR WRITTEN APPROVALS**

5 All approvals and decisions of the People regarding any matter requiring approval or decision
6 of the People under the terms of this Stipulation shall be communicated in writing to Settling
7 Defendant. No informal oral advice, guidance, suggestions, or comments by employees or officials
8 of the People regarding submissions or notices shall be construed to relieve Settling Defendant of
9 its obligations under the Final Judgment. All approvals and decisions of Settling Defendant
10 regarding any matter requiring approval or decision of Settling Defendant which are required to be
11 communicated to the People under the terms of the Final Judgment shall be communicated in writing
12 to the People.

13 **10. EFFECT OF FINAL JUDGMENT**

14 Except as expressly provided in the Final Judgment, nothing in this Stipulation is intended
15 nor shall it be construed to preclude the People or any state agency, department, board or entity, or
16 any county, or any Certified Unified Program Agency, Participating Agency, Unified Program
17 Agency or any other local agency from exercising its authority under any law, statute, or regulation
18 at the Covered Facilities or any other facility addressed or identified in the Final Judgment. Except
19 as expressly provided in the Final Judgment, Settling Defendant retains all of its defenses to the
20 exercise of the authority by any of the aforementioned agencies or entities.

21 **11. PLAINTIFF IS NOT LIABLE**

22 The Plaintiff shall not be liable for any injury or damage to persons or property resulting from
23 acts or omissions by Settling Defendant, its directors, officers, employees, agents, representatives
24 or contractors in carrying out activities pursuant to the Final Judgment, nor shall the Plaintiff be held
25 as a party to or guarantor of any contract entered into by Settling Defendant, its directors, officers,
26 employees, agents, representatives, or contractors in carrying out activities required pursuant to the
27 Final Judgment.

28 ///

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

2 The failure of the People to enforce any provision of the Final Judgment shall neither be
3 deemed a waiver of such provision nor in any way affect the validity of the Final Judgment. The
4 failure of the People to enforce any such provision shall not preclude it from later enforcing the same
5 or any other provision of the Final Judgment. No oral advice, guidance, suggestions, or comments
6 by employees or officials of any Party regarding matters covered in the Final Judgment shall be
7 construed to relieve any Party of its obligations required by the Final Judgment.

8 **13. REGULATORY CHANGES**

9 Nothing in the Final Judgment shall excuse Settling Defendant from meeting any more
10 stringent requirements which may be imposed hereafter by changes in applicable and legally binding
11 legislation or regulations.

12 **14. APPLICATION OF FINAL JUDGMENT**

13 The Final Judgment shall apply to and be binding upon Plaintiff, Settling Defendant, and the
14 successors or assigns of each of them; provided, however, that Paragraph 6 shall not apply to a
15 Covered Facility that is sold or otherwise transferred to a person or entity that is not associated with
16 Settling Defendant.

17 **15. AUTHORITY TO ENTER STIPULATION**

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

21 **16. CONTINUING JURISDICTION**

22 **16.1** The Court shall retain continuing jurisdiction to enforce the terms of the Final
23 Judgment and to address any other matters arising out of or regarding the Final Judgment. The
24 People may move the Court to enjoin Settling Defendant from any violation of any provision of the
25 Final Judgment. The Parties shall meet and confer prior to the filing of any motion relating to the
26 Final Judgment, any dispute regarding Settling Defendant's compliance with any requirement of the
27 Permanent Injunction, or any dispute regarding Settling Defendant's administration of the HHM III
28 or Fire Code Programs, and the Parties shall negotiate in good faith in an effort to resolve any dispute

1 without judicial intervention. If the Parties are unable to resolve a dispute during meet and confer
2 discussions, either Party may move the Court seeking a resolution of that dispute by the Court. Any
3 Party may invite any interested third party state or local governmental entity or agency to participate
4 in any meet and confer discussion, and with the Court's consent, to participate in any court
5 proceeding under this paragraph. Settling Defendant reserves its right to set forth any defenses to
6 alleged violations, and the People reserves its rights to respond to any alleged defenses, before the
7 Court.

8 16.2 At any time fifty-eight (58) months after the date of entry of the Final
9 Judgment by the Court, any Party may provide notice to the Court (which shall be served on all
10 Parties) that the Permanent Injunction provisions of Paragraph 6 of the Final Judgment should expire
11 and have no further force or effect ("Notice of Termination"). The Permanent Injunction provisions
12 of Paragraph 6 will be of no further force or effect sixty (60) days thereafter, unless the People file
13 a motion contesting the expiration of the Permanent Injunction provisions of Paragraph 6 within
14 forty (40) days of receipt of the Notice of Termination. With the Court's consent, this motion filed
15 by the People shall be set for hearing no later than sixty months (60) months after entry of the Final
16 Judgment by the Court. In any event that such a motion is filed, none of the contested injunctive
17 provisions of Paragraph 6 will terminate pending the Court's ruling on the motion. The People
18 reserves its rights to contest termination exclusively on the grounds that Settling Defendant has not
19 substantially complied in material respects with the injunctive provisions of Paragraph 6 or has not
20 been reasonably diligent in administering a HHM III Program or a Fire Code Program, and to offer
21 any evidence relevant to such motion. Settling Defendant reserves its rights to respond on any
22 ground raised in this motion and to offer any evidence relevant to such contesting motion filed by
23 the People. The provisions of the Permanent Injunction in Paragraph 6 will expire and be of no
24 further force or effect unless the Court (upon consideration of the Parties' pleadings and arguments,
25 if any) determines that the expiration of the provisions would not be in the interest of justice, because
26 the Settling Defendant has not substantially complied in material respects with the injunctive
27 provisions of Paragraph 6 or has not been reasonably diligent in administering a HHM III Program
28 or a Fire Code Program. The termination of any of the Permanent Injunction provisions of Paragraph

1 6 shall have no effect on Settling Defendant's obligation to comply with requirements imposed by
2 statute, regulation, ordinance, or law.

3 **17. NON-DISCHARGEABILITY OF OBLIGATIONS**

4 Any payments required by Settling Defendant pursuant to the Final Judgment are not
5 dischargeable in bankruptcy.

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

7 On reasonable notice and subject to all of the defenses Settling Defendant would have to
8 requests for documents made by subpoena or other formal legal process or discovery employed by
9 the People, the following duly authorized representative of the undersigned offices shall be permitted
10 to inspect and copy such records and documents in the possession of Settling Defendant as may be
11 reasonably necessary to determine whether Settling Defendant is in compliance with the terms of the
12 Final Judgment: David J. Irely of the San Joaquin County District Attorney's Office, and Brett J.
13 Morris of the California Attorney General's Office. Nothing in this paragraph is intended to require
14 access to or production of any documents which are protected from production by the attorney-client
15 privilege, attorney work product doctrine, or any other applicable privileges, defenses, exemptions,
16 or immunities afforded to Settling Defendant under law. Settling Defendant shall retain for a
17 minimum of three (3) years the following documents, regardless of whether Settling Defendant or
18 a contractor prepares the document: manifests, shipping documents, inspections forms, sweep logs,
19 and records of attendance pertaining to training, as required by the procedures of HHM III.
20 However, the Parties agree that Settling Defendant may not be deemed in violation of this Paragraph
21 18 for failure to maintain such records unless Settling Defendant fails to exercise reasonable
22 diligence in administering this record retention requirement. Except as described in this paragraph
23 and in Paragraph 6, nothing in this paragraph is intended to require Settling Defendant to keep any
24 records beyond the Settling Defendant's normal records retention requirements, including but not
25 limited to policies regarding backup tapes for electronic documents.

26 **19. CERTIFICATION**

27 Whenever the Final Judgment requires the certification by the Settling Defendant, such
28 certification shall be provided by a Settling Defendant representative at a managerial level in charge

1 of environmental compliance matters, or by an officer of the corporation. Each certification shall
2 read as follows:

3 To the best of my knowledge, based on information and belief and after reasonable
4 investigation, I certify that the information contained in or accompanying this
5 submission is true, accurate, and complete. I am aware that there are civil and
6 criminal penalties for submitting false information.

6 **20. ENFORCEMENT OF FINAL JUDGMENT**

7 In the event that a Party brings an action to enforce any of the terms of the Final Judgment,
8 the prevailing Party shall be entitled to its reasonable costs, including attorney's fees and costs,
9 including any costs for expert witnesses or other costs.

10 **21. PAYMENT OF LITIGATION EXPENSES AND FEES**

11 Settling Defendant shall pay its own attorney's fees, expert witness fees and costs, and all
12 other costs of litigation and investigation incurred to date.

13 **22. INTERPRETATION**

14 This Stipulation and the Final Judgment shall be deemed to have been drafted equally by all
15 Parties hereto. Accordingly, the Parties hereby agree that any and all rules of construction to the
16 effect that ambiguity is construed against the drafting Party shall be inapplicable in any dispute
17 concerning the terms, meaning, or interpretation of the Final Judgment.

18 **23. COUNTERPART SIGNATURES**

19 This Stipulation may be executed by the Parties in counterparts, and when a copy is signed
20 by an authorized representative of each Party, the counterparts of the Stipulation shall be effective
21 as if a single document were signed by all Parties.

22 **24. COOPERATION BY SETTLING DEFENDANT**

23 It is the intention of Settling Defendant to cooperate with the People in addressing potential
24 violations of environmental laws by EI, Slate, the 3E Company, Estes, Exel, and any subsidiary,
25 affiliate, or agent of these foregoing entities. Settling Defendant agrees that, at the People's
26 reasonable request and upon reasonable notice, Settling Defendant will provide documents in
27 Settling Defendant's possession or control to the People for use as evidence in potential legal actions
28 against EI, Slate, the 3E Company, Estes, Exel, and any subsidiary, affiliate, or agent of these

1 foregoing entities; provided, however, that this obligation shall terminate no later than two years.
2 after the date of entry of the Final Judgment and shall not require Settling Defendant to alter its
3 normal retention policies (including but not limited to policies regarding backup tapes for electronic
4 documents). Nothing in this paragraph is intended to require access to or production of any
5 documents which are protected from disclosure by the attorney-client privilege, attorney work
6 product doctrine, or any other applicable privileges, defenses, exemptions, or immunities afforded
7 to Settling Defendant under law, nor does it waive any of the objections or defenses to which Settling
8 Defendant would be entitled in responding to requests for documents made by subpoena or other
9 formal legal process or discovery.

10 **25. INCORPORATION OF EXHIBITS**

11 Each of the Exhibits is incorporated herein by reference.

12 **26. ENTRY AFTER NOTICED MOTION**

13 This Stipulation for Entry of Final Judgment shall be brought before the Court for approval
14 on noticed motion and the Court shall be requested to make a fairness determination in order to
15 ensure that the Final Judgment is fair and in the public interest. By entering this Stipulation, the
16 Parties represent to the Court that the Entry of the Final Judgment results in a full, fair, and final
17 resolution of the Claims which were or could have been raised in the Complaint based on the Claims
18 alleged therein. Settling Defendant has indicated that it may provide written notice of the proposed
19 settlement to state, county, municipal, and local officials with authority to bring any claims which
20 are designated in Paragraph 7.1 as matters covered by the Final Judgment. Settling Defendant
21 represents that if such notice is provided it will include a complete copy of the Final Judgment, the
22 moving papers in support of the motion for entry of the Final Judgment, and will specifically recite
23 the terms of Paragraph 7.1.

24 **27. INTEGRATION**

25 This Stipulation constitutes the entire agreement between the Parties and may not be
26 amended or supplemented except as provided for in the Final Judgment.

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28. MODIFICATION OF FINAL JUDGMENT

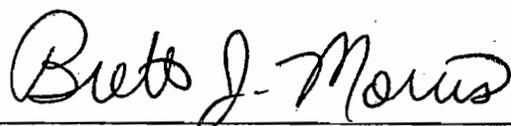
The Final Judgment may be modified only upon written consent by the Parties hereto and the approval of the court as provided for by law.

IT IS SO STIPULATED.

FOR THE PLAINTIFF:

Dated: 8-13-07

EDMUND G. BROWN JR., Attorney General
of the State of California
TOM GREENE
Chief Assistant Attorney General
THEODORA P. BERGER
Senior Assistant Attorney General
KEN ALEX
Supervising Deputy Attorney General



BRETT J. MORRIS
Deputy Attorney General
Attorneys for Plaintiff
People of the State of California

Dated: _____

ROCKARD J. DELGADILLO, City Attorney
of the City of Los Angeles

ROCKARD J. DELGADILLO, City Attorney
of the City of Los Angeles

28. **MODIFICATION OF FINAL JUDGMENT**

The Final Judgment may be modified only upon written consent by the Parties hereto and the approval of the court as provided for by law.

IT IS SO STIPULATED.

FOR THE PLAINTIFF:

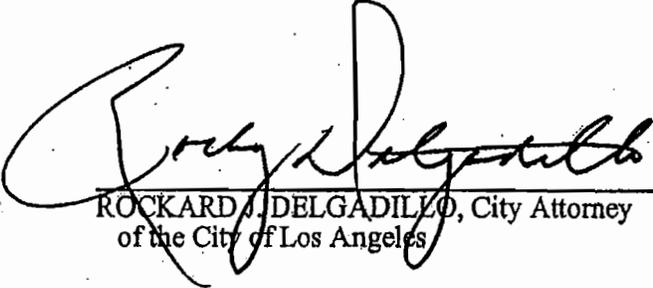
Dated: _____

EDMUND G. BROWN JR., Attorney General
of the State of California
TOM GREENE
Chief Assistant Attorney General
THEODORA P. BERGER
Senior Assistant Attorney General
KEN ALEX
Supervising Deputy Attorney General

BRETT J. MORRIS
Deputy Attorney General
Attorneys for Plaintiff
People of the State of California

Dated: _____

ROCKARD J. DELGADILLO, City Attorney
of the City of Los Angeles



ROCKARD J. DELGADILLO, City Attorney
of the City of Los Angeles

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Dated: 8-13-07

STEVE COOLEY, District Attorney
of the County of Los Angeles
STANLEY P. WILLIAMS
Assistant Head Deputy District Attorney
DANIEL J. WRIGHT
Deputy District Attorney

Daniel J. Wright

DANIEL J. WRIGHT
Deputy District Attorney

Dated: _____

DEAN D. FLIPPO, District Attorney
of the County of Monterey
MATT BOGOSHIAN
Deputy District Attorney

MATT BOGOSHIAN
Deputy District Attorney

Dated: _____

ROD PACHECO, District Attorney
of the County of Riverside
DEENA M. BENNETT
Supervising Deputy District Attorney
STEPHANIE B. WEISSMAN
Deputy District Attorney

STEPHANIE B. WEISSMAN
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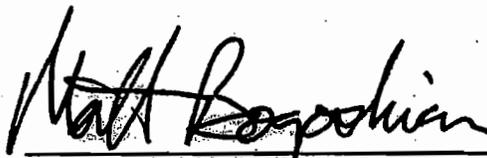
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STEVE COOLEY, District Attorney
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STANLEY P. WILLIAMS
Assistant Head Deputy District Attorney
DANIEL J. WRIGHT
Deputy District Attorney

DANIEL J. WRIGHT
Deputy District Attorney

Dated: 8-13-07

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STANLEY P. WILLIAMS
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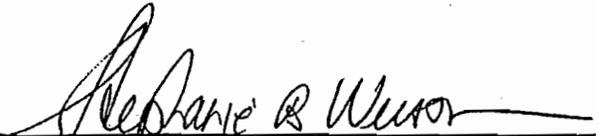
Dated: _____

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MATT BOGOSHIAN
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Dated: 8/13/07

JAMES P. WILLETT, District Attorney
of the County of San Joaquin
DAVID J. IREY
Supervising Deputy District Attorney

DAVID J. IREY
Supervising Deputy District Attorney

Dated: _____

DOLORES A. CARR, District Attorney
of the County of Santa Clara
JOHN FIORETTA
Deputy District Attorney

JOHN FIORETTA
Deputy District Attorney

FOR THE SETTLING DEFENDANT:

Dated: _____

GEORGE SHERMAN
Senior Vice President - Operations
The Home Depot U.S.A., Inc.

Approved as to Form:

Dated: _____

O'MELVENY & MYERS, LLP
By:

JAMES R. ASPERGER
Attorneys for Defendant
The Home Depot U.S.A., Inc.

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Dated: _____

JAMES P. WILLETT, District Attorney
of the County of San Joaquin
DAVID J. IREY
Supervising Deputy District Attorney

DAVID J. IREY
Supervising Deputy District Attorney

Dated: August 13, 2007

DOLORES A. CARR, District Attorney
of the County of Santa Clara
JOHN FIORETTA
Deputy District Attorney

John Fioretti

JOHN FIORETTA
Deputy District Attorney

FOR THE SETTLING DEFENDANT:

Dated: _____

GEORGE SHERMAN
Senior Vice President - Operations
The Home Depot U.S.A., Inc.

Approved as to Form:

Dated: _____

O'MELVENY & MYERS, LLP
By:

JAMES R. ASPERGER
Attorneys for Defendant
The Home Depot U.S.A., Inc.

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Dated: _____

JAMES P. WILLETT, District Attorney
of the County of San Joaquin
DAVID J. IREY
Supervising Deputy District Attorney

DAVID J. IREY
Supervising Deputy District Attorney

Dated: _____

DOLORES A. CARR, District Attorney
of the County of Santa Clara
JOHN FIORETTA
Deputy District Attorney

JOHN FIORETTA
Deputy District Attorney

FOR THE SETTLING DEFENDANT:

Dated: August 14, 2007



GEORGE SHERMAN
Senior Vice President - Operations
The Home Depot U.S.A., Inc. 

Approved as to Form:

Dated: August 13, 2007

O'MELVENY & MYERS, LLP
By:



JAMES R. ASPERGER
Attorneys for Defendant
The Home Depot U.S.A., Inc.

ATTACHMENT
A

1 EDMUND G. BROWN JR., Attorney General
of the State of California
2 TOM GREENE
Chief Assistant Attorney General
3 THEODORA P. BERGER
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8 Fax: (510) 622-2270

[Exempt from fees pursuant to
Government Code Section 6103]

9 Attorneys for Plaintiff,
People of the State of California
10
11 (Additional counsel on next pages)

12 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 **THE PEOPLE OF THE STATE OF CALIFORNIA,**
16 **Plaintiff,**
17 v.
18 **HOME DEPOT U.S.A., Inc., a Delaware**
Corporation, and DOES 1 through 99,
19 **Defendants.**

Case No.: _____

**COMPLAINT FOR
PERMANENT INJUNCTION,
CIVIL PENALTIES AND
OTHER EQUITABLE
RELIEF**

(Health & Saf. Code, Div. 20,
Chapters 6.5 and 6.95; Bus. &
Prof. Code, § 17200 *et seq.*, Labor
Code § 6300 *et seq.*, California
Fire Code)

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MICHELLE LYMAN
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1 JAMES P. WILLETT, District Attorney
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Facsimile: (408) 287-5076
11

12 **Attorneys for Plaintiff, People of the State of California**
13
14

15 **PLAINTIFF, PEOPLE OF THE STATE OF CALIFORNIA**, based on information
16 and belief, alleges as follows:

17 **PLAINTIFF**

18 1. Plaintiff, PEOPLE OF THE STATE OF CALIFORNIA ("People"), brings this
19 action by and through Edmund G. Brown Jr., Attorney General of the State of California
20 ("Attorney General"), and by and through Rocky Delgadillo, City Attorney of the City of Los
21 Angeles; Steve Cooley, District Attorney of Los Angeles County; Dean D. Flippo, District
22 Attorney of Monterey County; Rod Pacheco, District Attorney of the County of Riverside; James
23 P. Willett, District Attorney of San Joaquin County; and Dolores A. Carr, District Attorney of the
24 County of Santa Clara (collectively "Local Prosecutors").

25 2. Pursuant to California Health and Safety Code section 25145.4, the Attorney
26 General may bring a civil action in the name of the People of the State of California to enjoin any
27 violation of Chapter 6.5 of Division 20 of the California Health and Safety Code (hereinafter
28 "Chapter 6.5") and to seek civil penalties for violations of the provisions of Chapter 6.5.

1 3. Pursuant to California Health and Safety Code section 25182, the Local
2 Prosecutors at the request of a unified program agency may bring a civil action in the name of th
3 People of the State of California to enjoin any violation of Chapter 6.5 and to seek civil penalties
4 for violations of the provisions of Chapter 6.5 which are under the jurisdiction of the unified
5 program agency. Several local agencies, environmental health departments, and unified program
6 agencies have requested the Local Prosecutors to bring a civil action in the name of the People of
7 the State of California to enjoin violations of Chapter 6.5, and to seek civil penalties for
8 violations of the provisions of Chapter 6.5 that are under the jurisdiction of the agencies.

9 4. Pursuant to the California Health and Safety Code sections 25514 and 25516.1,
10 the Attorney General and the Local Prosecutors may bring an action for civil penalties for
11 violations of California Health and Safety Code sections 25503.5 to 25505, inclusive, and
12 sections 25508 to 25520, inclusive. Pursuant to California Health and Safety Code section
13 25516, the Local Prosecutors, when requested by an administering agency, may bring an action to
14 enjoin a violation of Chapter 6.95 of Division 20 of the California Health and Safety Code
15 (hereinafter "Chapter 6.95"). Several administering agencies have requested the Attorney
16 General and the Local Prosecutors to bring an action to enjoin violations of Chapter 6.95, and to
17 seek civil penalties for violations of the provisions of Chapter 6.95 that are under the jurisdiction
18 of the agencies.

19 5. Pursuant to California Business and Professions Code sections 17203, 17204, and
20 17206, the Attorney General and the Local Prosecutors may bring actions in the name of the
21 People of the State of California in a superior court for an injunction against any person who
22 engages, had engaged, or proposes to engage in unfair competition and for civil penalties for each
23 act of unfair competition.

24 6. As adopted in Part 9 of Title 24 of the California Code of Regulations, the
25 California Fire Code sets forth fire safety regulations consistent with nationally-recognized good
26 practices for the safeguarding, to a reasonable degree, life and property from the hazards of fire
27 explosion, and dangerous conditions arising from the storage, handling and use of hazardous
28 materials and devices, and from conditions hazardous to life or property in the use or occupancy

1 of buildings or premises. The provisions of the California Fire Code may supplement any and a
2 laws relating to fire safety, including city, local authority, or municipal ordinances, and county
3 codes and ordinances.

4 7. Plaintiff brings this action without prejudice to any other action or claims which
5 Plaintiff may have based on separate, independent and unrelated violations arising out of matters
6 or allegations that are not set forth in this Complaint.

7 **DEFENDANT HOME DEPOT U.S.A., INC.**

8 8. Defendant Home Depot U.S.A., Inc. (hereinafter "Home Depot") is now and, at
9 all times mentioned in this complaint was, a Delaware corporation which does and did business
10 in its own capacity and/or through affiliates in the State of California at the facilities identified in
11 Exhibit A, which is incorporated herein by reference (hereinafter collectively referred to as
12 "Covered Facilities"). Home Depot managed hazardous materials and hazardous wastes at
13 Covered Facilities that are or were owned, operated, or acquired throughout California. Home
14 Depot's principal address is 2455 Rices Ferry Road, Atlanta, Georgia. The People are informed
15 and believe, and thereon allege, that Home Depot has acquired or is an owner and/or operator of
16 some or all of the Covered Facilities. Home Depot owns or operates in California over 200
17 stores that sell hazardous materials, including pool chemicals, pesticides, fertilizers, paints,
18 ignitable liquids, aerosol products, and other flammable and corrosive materials. Home Depot
19 also generates quantities of hazardous waste from either spills and releases, or from customer
20 returns of damaged or spent packages of hazardous materials.

21 9. Defendant Home Depot is, or at all times relevant to the claims in this complaint
22 was, legally responsible for compliance with the provisions of the California Health and Safety
23 Code, including Chapters 6.5 and 6.95 of Division 20, at its Covered Facilities. The People are
24 informed and believe and thereon allege that Home Depot is responsible for the operations of
25 certain Covered Facilities in California, that Home Depot controls the hazardous materials and
26 hazardous waste management decisions at those Covered Facilities, that Home Depot is aware of
27 the hazardous materials and hazardous waste management activities at those Covered Facilities,
28 that Home Depot took actions that caused some or all of the violations alleged herein, and that

1 the HWCL, or any applicable rule, regulation, permit, standard, requirement, or order issued or
2 promulgated pursuant to the HWCL.

3 20. Section 25181 of the California Health and Safety Code provides that when the
4 DTSC or a unified program agency determines that any person has engaged in, is engaged in, or
5 is about to engage in any acts or practices which constitute or will constitute a violation of any
6 provision of the HWCL or any rule regulation, or requirement issued or promulgated thereunder,
7 and when requested by the DTSC or unified program agency, the Attorney General or local
8 prosecutor may make an application to the superior court for an order enjoining such acts or
9 practices, or for an order directing compliance, and upon an appropriate showing by the DTSC or
10 unified program agency that such person has engaged in or is about to engage in any such acts or
11 practices, a permanent or temporary injunction, restraining order, or other order may be granted.

12 21. California Health and Safety Code section 25184 provides that in civil actions
13 brought pursuant to the HWCL in which an injunction or temporary restraining order is sought:
14 it shall not be necessary to allege or prove at any stage of the proceeding that
15 irreparable damage will occur should the temporary restraining order, preliminary
16 injunction, or permanent injunction not be issued; or that the remedy at law is
inadequate, and the temporary restraining order, preliminary injunction, or permanent
injunction shall issue without such allegations and without such proof.

17
18 22. The HWCL, in sections 25180 and 25185, authorizes the California DTSC, and
19 properly designated local health agencies and unified program agencies, to enforce the standards
20 codified in Chapter 6.5 and the regulations adopted pursuant to the California Health and Safety
21 Code, and to conduct inspections.

22 GENERAL ALLEGATIONS

23 23. Plaintiff and Defendant Home Depot entered into a series of agreements to toll
24 any applicable statute of limitations. As a result of these agreements, the period of time from
25 July 25, 2005, through the date of the filing of the Complaint herein, inclusive, (the "Tolling
26 Period"), will not be included in computing the time limited by any statute of limitations under
27 the causes of action against Home Depot that may arise out of claims covered by the tolling
28 agreement. Those claims include the claims that are brought in this action against Home Depot.

1 24. During times relevant to the allegations set forth in this Complaint, Home Depot
2 collected hazardous wastes that had been created, released, spilled, generated, or accumulated at
3 stores and placed those hazardous wastes in buckets of varying colors for offsite disposal. Home
4 Depot used several waste haulers to pick up and transport for disposal at licensed disposal
5 facilities those hazardous wastes collected and stored at Home Depot stores in California.
6 During 2004, one of the haulers collecting and transporting hazardous wastes from Home Depot
7 stores in California was Slate Transportation Services ("Slate") who was subcontracted through
8 Environmental Industries ("EI"). Home Depot subsequently learned that Slate was not licensed
9 nor authorized by the California Department of Toxic Substances Control ("DTSC") in 2004 to
10 collect or transport hazardous waste in the state of California.

11 25. On the morning of May 13, 2004, an employee of Slate arrived at a Home Depot
12 facility in Playa del Rey, California. At the Home Depot store, the Slate employee handled the
13 hazardous materials and hazardous wastes stored in 5-gallon buckets at the Home Depot store by
14 combining the contents of the buckets into larger 55-gallon drums. The contents of one of these
15 drums located at this Home Depot store exploded, causing a fire during regular business hours
16 leading to the evacuation of store employees and customers, and requiring the Los Angeles
17 County Fire Department to respond.

18 26. On May 14, 2004, a separate Slate truck was inspected by the California Highway
19 Patrol (CHP) and the DTSC in Ripon, California, located in San Joaquin County. That particular
20 Slate truck was pulling a trailer that contained numerous drums, other containers, and buckets of
21 hazardous waste which had been collected from Home Depot stores and other businesses in
22 California. DTSC concluded that Slate improperly stored and labeled the hazardous wastes and
23 hazardous materials, and had not completed the required hazardous waste transportation
24 manifests for hazardous materials and hazardous wastes being transported in that truck.

25 27. Throughout 2004, up until at least May of 2004, Slate was not licensed nor
26 authorized by the DTSC to collect or transport hazardous waste in the state of California.

27 28. In March of 2005, the Attorney General's Office, along with the District Attorney
28 of San Joaquin, received from DTSC information related to an investigation of Slate for

1 numerous violations of hazardous waste transportation laws. The Attorney General's Office and
2 the District Attorney of San Joaquin County joined with the District Attorneys' offices in Los
3 Angeles County, Riverside County, Monterey County, and Santa Clara County, and with the City
4 Attorney of Los Angeles to coordinate investigation of Slate and Home Depot. The investigation
5 focused on violations of California state and municipal laws regarding illegal storage, treatment,
6 transportation, and disposal of hazardous wastes, as well as compliance with fire code and
7 hazardous materials management plan requirements for each Home Depot store and facility in
8 California. The investigation revealed that violations had been observed at certain Home Depot
9 stores in the State of California during the preceding years, including violations that were
10 observed after the Playa del Rey fire.

11 29. Plaintiff is informed and believes and thereupon alleges that Defendants have
12 violated provisions of the following statutes, including implementing regulations associated with
13 each of the statutes and any related permit, rule, standard, or requirement issued or promulgated
14 pursuant to these statutes and any similar and related federal statutes and municipal and local
15 ordinances, at Covered Facilities within the time period applicable to this action: Chapter 6.5 of
16 the California Health and Safety Code, section 25100 *et seq.*, Chapter 6.95 of the California
17 Health and Safety Code, section 25500 *et seq.*, Division 5, Chapters 1-8 of the California Labor
18 Code, section 6300 *et seq.*, with respect to hazardous substances, hazardous materials, and
19 hazardous waste handling procedures and requirements; local state and Uniform Fire Codes,
20 including but not limited to the Uniform Fire Code and the California Fire Code; and parts of the
21 California Vehicle Code with respect to hazardous substances, hazardous materials, and
22 hazardous waste handling procedures and requirements.

23 30. Plaintiff is informed and believes and thereupon alleges that Defendants engaged
24 in conduct or failed to act in a manner that violated provisions of the statutory and legal
25 requirements identified in Paragraph 29, including but not limited to the following:

26 a. Operate facilities in a manner to minimize the possibility of a fire,
27 explosion or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste
28 constituents to air, soil, or surface water which could threaten human health or the environment;

1 and, manage, identify the date of accumulation, and label containers of hazardous waste, in
2 accordance with California Code of Regulations, title 22, section 66262.34;

3 b. Label containers of hazardous waste before transporting or offering
4 hazardous waste for transportation off-site at facilities, in accordance with California Code of
5 Regulations, title 22, section 66262.31;

6 c. Transfer custody of hazardous wastes to a transporter that holds a valid
7 registration issued by the DTSC; and, engaging in the transportation of hazardous waste at, to,
8 from and between facilities without a valid registration issued by the DTSC, in violation of
9 California Health and Safety Code section 25163;

10 d. Prepare hazardous waste manifests and retain manifests in accordance
11 with California Code of Regulations, title 22, section 66260 *et seq.*;

12 e. Report to an administering agency releases of hazardous materials at
13 facilities in accordance with California Health and Safety Code section 25507, subdivision (a);

14 f. Establish and implement business plans for its facilities, including training
15 in safety procedures in the event of a release, in accordance with the requirements of California
16 Health and Safety Code section 25504;

17 g. Maintain inventories of hazardous materials submit and certify a business
18 plan, or modify when necessary, for facilities in accordance with California Health and Safety
19 Code sections 25505, 25509, and 25510;

20 h. Have material safety data sheets for all regulated hazardous materials
21 readily available on the premises in accordance with California Fire Code section 8001.6, and
22 have secondary containment for hazardous materials present at facilities in accordance with the
23 law;

24 i. Comply with the requirements of the Uniform Fire Code as adopted by the
25 California Fire Code, sections 8001 *et seq.*, and numerous local ordinances in violation of
26 uniform and other fire code provisions;

27 j. Comply with the requirements of the California Labor Code and numerous
28 regulations governing workplace safety standards in violation of Labor Code provisions.

1 k. Comply with the requirements of numerous local ordinances in violation
2 of California Business and Professions Code section 17200 *et seq.*

3 31. Defendants' noncompliance threatened public health and safety and the
4 environment.

5 **FIRST CAUSE OF ACTION**
6 **Intentional and Negligent Violations of Hazardous Waste Control Laws**
7 **(California Health & Safety Code Section 25189 and Implementing Regulations)**

8 32. Plaintiff realleges and incorporates by reference, as though set forth in full herein,
9 the allegations contained in Paragraphs 1 through 31, inclusive, of this Complaint.

10 33. Defendants are liable for civil penalties as set forth in California Health and
11 Safety Code section 25189, subdivision (b), for each and every separate intentional violation and
12 for each and every negligent violation of any provision of Chapter 6.5 of the California Health
13 and Safety Code section 25100 *et seq.*, and any applicable permit, rule, regulation, standard, or
14 requirement issued or promulgated pursuant thereto which occurred within five years after the
15 discovery of the facts constituting grounds for commencing the action on these claims, exclusive
16 of any applicable tolling periods and those set forth in Paragraph 23 herein.

17 34. Each violation subjects Defendants to a separate and additional penalty for each
18 violation. Pursuant to section 25189 of the California Health and Safety Code, a separate civil
19 penalty must be imposed for each separate violation, and each penalty that must be imposed is
20 also separate and in addition to any other civil penalty imposed under this section and separate
21 and in addition to any other civil penalty imposed under any other provision of law.

22 35. Defendants must be immediately and permanently enjoined from further
23 violations of Chapter 6.5.

24 **SECOND CAUSE OF ACTION**
25 **Strict Liability Violations of Hazardous Waste Control Laws**
26 **(California Health & Safety Code Section 25189.2 and Implementing Regulations)**

27 36. Plaintiff realleges Paragraphs 1 through 35, inclusive.

28 37. Defendants are liable for civil penalties as set forth in California Health and
Safety Code section 25189.2, subdivision (b), for each and every separate violation of any

1 provision of Chapter 6.5 of the California Health and Safety Code and any applicable permit,
2 rule, regulation, standard, or requirement issued or promulgated pursuant thereto which occurred
3 within five years after the discovery of the facts constituting grounds for commencing the action,
4 exclusive of any applicable tolling periods and those set forth in Paragraph 23 herein.

5 38. Each violation subjects Defendants to a separate and additional penalty for each
6 violation under this cause of action. However, pursuant to section 25189.2, subdivision (d), of
7 the California Health and Safety Code, no liability for a civil penalty under section 25189.2 may
8 be imposed for the same act or failure to act if a separate civil penalty is or has been imposed for
9 that violation pursuant to section 25189 of the California Health and Safety Code.

10 39. Defendants must be immediately and permanently enjoined from further violations
11 of Chapter 6.5.

12 **THIRD CAUSE OF ACTION**
13 **(Violations of HWCL, Vehicle Codes, and Hazardous Waste Transportation Laws)**

14 40. Plaintiff realleges Paragraphs 1 through 39, inclusive.

15 41. Defendants are liable for civil penalties as set forth in California Health and
16 Safety Code section 25189, subdivision (b), for each and every separate intentional violation of
17 laws relating to transportation of hazardous waste, and for each and every negligent violation of
18 laws relating to transportation of hazardous waste, including any provision of Chapter 6.5 of the
19 California Health and Safety Code, section 25100 *et seq.*, and any applicable permit, rule,
20 regulation, standard, or requirement issued or promulgated pursuant thereto which occurred
21 within five years after the discovery of the facts constituting grounds for commencing the action
22 on these claims, exclusive of any applicable tolling periods and those set forth in Paragraph 23
23 herein. Defendants also are liable for separate and additional civil penalties as set forth in
24 applicable provisions of Divisions 14.1, 14.7, and 14.8 of the California Vehicle Code, section
25 32000 *et seq.*, for each and every separate violation.

26 42. Each violation subjects Defendants to a separate and additional penalty for each
27 violation. Pursuant to section 25189 of the California Health and Safety Code, a separate civil
28 penalty must be imposed for each separate violation, and each penalty that must be imposed is

1 also separate and in addition to any other civil penalty imposed under this section and separate
2 and in addition to any other civil penalty imposed under any other provision of law.

3 43. Defendants must be immediately and permanently enjoined from further
4 violations of Chapter 6.5.

5 **FOURTH CAUSE OF ACTION**
6 **(Violations of Hazardous Materials Release Response Plans and Inventory Laws)**

7 44. Plaintiff realleges Paragraphs 1 through 43, inclusive.

8 45. Defendants are liable for civil penalties as set forth in California Health and
9 Safety Code section 25514 for each and every separate violation of California Health and Safety
10 Code sections 25503.5 to 25505, inclusive, and sections 25508 to 25510,, inclusive, and any
11 applicable permit, rule, regulation, standard, or requirement issued or promulgated pursuant
12 thereto which occurred within five years after the discovery of the facts constituting grounds for
13 commencing the action on these claims, exclusive of any applicable tolling periods and those set
14 forth in Paragraph 23 herein.

15 46. As a consequence of Defendants' violation of each of these sections, Defendants
16 are liable for a civil penalty that must be imposed for each separate violation in an amount up to
17 \$2,000.00 for each day in which the violation occurred, pursuant to California Health and Safety
18 Code section 25514, subdivision (a). Where the violation resulted in or significantly contributes
19 to an emergency, Defendants also shall be liable for the full cost of the agency emergency
20 response as well as the cost of cleaning up and disposing of the hazardous material.

21 47. As a consequence of Defendants' knowing violation of any of these sections,
22 Defendants are liable for a civil penalty that must be imposed for each separate violation in an
23 amount up to \$5,000.00 for each day in which the violation occurred, pursuant to California
24 Health and Safety Code section 25514, subdivision (b).

25 48. Defendants must be immediately and permanently enjoined from further
26 violations of Chapter 6.95.

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1 **FIFTH CAUSE OF ACTION**

2 **(Violations of California Labor Code and Title 8 of the California Code of Regulations)**

3 49. Plaintiff realleges Paragraph 1 through 48, inclusive.

4 50. Pursuant to California Labor Code section 6300 *et seq.* and solely with respect to
5 hazardous materials and hazardous waste handling procedures and requirements, every employer
6 must furnish a place of employment that is safe and healthful for the employees, and must furnish
7 appropriate safe devices, adopt safe practices and programs, and comply with regulations,
8 requirements, orders, special orders, and workplace safety standards, such as those adopted in
9 Title 8 of the California Code of Regulations.

10 51. Defendants are liable for civil penalties, as set forth in California Labor Code
11 section 6427 *et seq.* for each and every separate violation which occurred within five years after
12 the discovery of the facts constituting grounds for commencing the action on these claims,
13 exclusive of any applicable tolling periods and those set forth in Paragraph 23 herein.

14 52. Defendants must be immediately and permanently enjoined from further
15 violations of California Labor Code section 6300 *et seq.*, and the implementing regulations
16 adopted thereunder.

17 **SIXTH CAUSE OF ACTION**

18 **(Violations of Unfair Competition Laws)**

19 53. Plaintiff realleges Paragraphs 1 through 52, inclusive.

20 54. Pursuant to California Business and Professions Code section 17206, Defendants
21 are liable for civil penalties for each and every separate violation that accrued within four years
22 of this Complaint, exclusive of any applicable tolling periods and those set forth in Paragraph 23
23 herein. Defendants have engaged in unlawful acts, omissions, and practices that constitute unfair
24 competition within the meaning of California Business and Professions Code section 17200 *et*
25 *seq.*, including but not limited to the following:

26 a. The acts or omissions and practices alleged in the FIRST through FIFTH
27 Causes of Action, above.

28 ///

1 b. The acts or omissions and practices that constitute violations of Local,
2 State, and Uniform Fire Codes, including the California Fire Code and numerous local
3 ordinances in violation of uniform and other fire code provisions.

4 55. By the acts described herein, Defendants engaged in daily acts of unlawful and/or
5 unfair competition prohibited by California Business and Professions Code sections 17200-
6 17208. Each and every separate act constitutes an unlawful and/or unfair business practice.
7 Each day that Defendants engaged in each separate unlawful act, omission or practice is a
8 separate and distinct violation of Business and Professions Code section 17200.

9 56. Defendants must be immediately and permanently enjoined, pursuant to
10 California Business and Professions Code section 17203, from engaging in activities that, as
11 alleged in this Complaint, violate Chapters 6.5 and 6.95 of Division 20 of the California Health
12 and Safety Code and implementing regulations, the Vehicle Code, the Uniform Fire Code as
13 adopted by the California Fire Code and implementing regulations and local and municipal
14 ordinances governing fire safety requirements, Labor Code section 6300 *et seq.* and
15 implementing regulations, and other local ordinances, and which thereby constitute unfair
16 competition within the meaning of California Business and Professions Code section 17200.

17 **WHEREFORE, PLAINTIFF PRAYS FOR THE FOLLOWING RELIEF:**

18 1. A Permanent Injunction requiring Defendants to comply with those provisions of
19 California Health and Safety Code, Division 20, Chapter 6.5 and implementing regulations,
20 which Defendants are alleged to have violated;

21 2. A Permanent Injunction requiring Defendants to comply with those provisions of
22 California Health and Safety Code, Division 20, Chapter 6.95 and implementing regulations,
23 which Defendants are alleged to have violated;

24 3. A Permanent Injunction prohibiting Defendants from violating California Labor
25 Code section 6300 *et seq.* and implementing regulations, which Defendants are alleged to have
26 violated;

27 4. A Permanent Injunction, issued pursuant to California Business and Professions
28 Code section 17203, prohibiting Defendants from engaging in activity that violates the provisions

1 of Chapters 6.5 and 6.95 of Division 20 of the California Health and Safety Code, the Uniform
2 Fire Code as adopted by the California Fire Code, and Labor Code section 6300 *et seq.*, as
3 alleged in this complaint which thereby constitute unfair competition within the meaning of
4 California Business and Professions Code section 17200;

5 5. Civil penalties according to proof against Defendants pursuant to California
6 Health and Safety Code section 25189, subdivision (b), in an amount according to proof;

7 6. Civil penalties according to proof against Defendants pursuant to California
8 Health and Safety Code section 25189.2, subdivision (b), in an amount according to proof;

9 7. Civil penalties according to proof against Defendants pursuant to California
10 Health and Safety Code section 25514, in an amount according to proof;

11 8. Civil penalties according to proof against Defendants pursuant to California
12 Business and Professions Code section 17206 for each act of unfair competition engaged in by
13 Defendants in an amount according to proof;

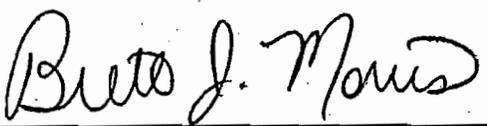
14 9. Grant the Plaintiff its cost of inspection, investigation, attorneys fees,
15 enforcement, prosecution, and suit, herein, including but not limited to such costs as are
16 authorized for reimbursement pursuant to Code of Civil Procedure section 1021.8; and,

17 10. Grant such other and further relief as the Court deems just and proper.

18 RESPECTFULLY REQUESTED:

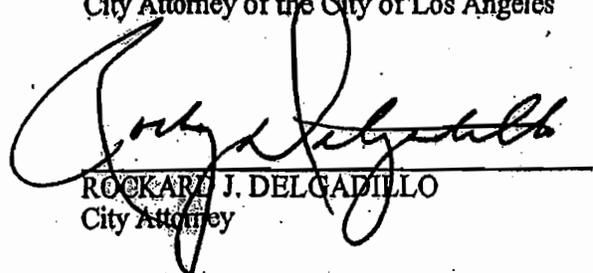
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20 Dated: 8-13-07

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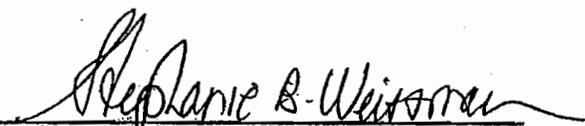
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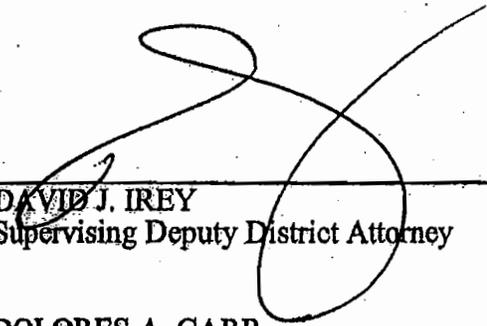
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John Fioretta

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EXHIBIT A

NO.	ADDRESS	CITY	COUNTY
1	3838 Hollis Avenue	Emeryville	Alameda
2	40525 Albrae Street	Fremont	Alameda
3	43900 Icehouse Terrace	Fremont	Alameda
4	21787 Hesperian Boulevard	Hayward	Alameda
5	2500 Las Positas Avenue	Livermore	Alameda
6	5401 Thornton Avenue	Newark	Alameda
7	4000 Alameda Avenue	Oakland	Alameda
8	6000 Johnson Drive	Pleasanton	Alameda
9	1933 Davis Street	San Leandro	Alameda
10	30055 Industrial Parkway West	Union City	Alameda
11	2580 Notre Dame Boulevard	Chico	Butte
12	2150 3rd Street	Oroville	Butte
13	5631 Lone Tree Way	Brentwood	Contra Costa
14	2090 Meridian Park Boulevard	Concord	Contra Costa
15	11939 San Pablo Avenue	El Cerrito	Contra Costa
16	1625 Sycamore Avenue	Hercules	Contra Costa
17	2300 North Park Boulevard	Pittsburg	Contra Costa
18	2750 Crow Canyon Road	San Ramon	Contra Costa
19	520 U.S. Highway 101 North	Crescent City	Del Norte
20	600 Placerville Drive	Placerville	El Dorado
21	845 West Shaw Avenue	Clovis	Fresno
22	3272 West Shaw	Fresno	Fresno
23	7150 North Abbey Street	Fresno	Fresno
24	4864 E. King Canyon Road	Fresno	Fresno
25	3175 Highland Avenue	Selma	Fresno
26	320 Wake Avenue	El Centro	Imperial
27	3501 North Sillcutt Avenue	Bakersfield	Kern
28	2655 Mt. Vernon Avenue	Bakersfield	Kern
29	8700 Rosedale Highway	Bakersfield	Kern
30	4700 Gosford Road	Bakersfield	Kern
31	601 Woollomes Avenue	Delano	Kern
32	575 N. China Lake	Ridgecrest	Kern
33	507 North Mill Street	Tehachapi	Kern
34	501 N. 12th Avenue	Hanford	King
35	500 South Marengo Avenue	Alhambra	Los Angeles
36	3200 Puente Avenue	Baldwin Park	Los Angeles
37	1200 Flower Street	Burbank	Los Angeles
38	21218 Roscoe Boulevard	Canoga Park	Los Angeles
39	110 East Sepulveda Boulevard	Carson	Los Angeles
40	10930 Alondra Boulevard	Cerritos	Los Angeles
41	7015 East Telegraph Road	Commerce	Los Angeles
42	1348 North Azusa Avenue	Covina	Los Angeles
43	7121 Firestone Boulevard	Downey	Los Angeles
44	9700 Lower Azusa Road	El Monte	Los Angeles
45	740 182nd Street	Gardena	Los Angeles
46	5040 San Fernando Road	Glendale	Los Angeles
47	1305 South Lone Hill Avenue	Glendora	Los Angeles
48	14603 Oceangate Avenue	Hawthorne	Los Angeles
49	3040 Stauson Avenue	Huntington Park	Los Angeles
50	18131 Gale Avenue	Industry	Los Angeles
51	3363 Century Boulevard	Inglewood	Los Angeles

Exhibit A - To Complaint for Permanent Injunction, Civil Penalties and Other Equitable Relief
In *People v. Home Depot U.S.A., Inc.*

EXHIBIT A

NO.	ADDRESS	CITY	COUNTY
52	8801 S La Cienega Boulevard	Inglewood	Los Angeles
53	12300 La Mirada Boulevard	La Mirada	Los Angeles
54	5000 Hardwick Street	Lakewood	Los Angeles
55	44226 20th Street	Lancaster	Los Angeles
56	4550 Atlantic	Long Beach	Los Angeles
57	1830 West Slauson Avenue	Los Angeles	Los Angeles
58	1675 Wilshire Boulevard	Los Angeles	Los Angeles
59	4925 West Slauson Boulevard	Los Angeles	Los Angeles
60	12975 W. Jefferson Boulevard	Los Angeles	Los Angeles
61	5600 Sunset Boulevard	Los Angeles	Los Angeles
62	2055 North Figueora Street	Los Angeles	Los Angeles
63	1625 South Mountain Avenue	Monrovia	Los Angeles
64	11600 Sherman Way	North Hollywood	Los Angeles
65	340 West Avenue P	Palmdale	Los Angeles
66	7870 Van Nuys Boulevard	Panorama City	Los Angeles
67	6400 Alondra Boulevard	Paramount	Los Angeles
68	9200 Whittier Boulevard	Pico Rivera	Los Angeles
69	2707 South Towne Avenue	Pomona	Los Angeles
70	12960 Foothill Boulevard	San Fernando	Los Angeles
71	2115 North Gaffey Street	San Pedro	Los Angeles
72	20642 Golden Triangle Road	Santa Clarita	Los Angeles
73	28033 Newhall Ranch Road	Santa Clarita	Los Angeles
74	2450 Cherry Avenue	Signal Hill	Los Angeles
75	3100 Atlantic Avenue	Signal Hill	Los Angeles
76	24451 Crenshaw Boulevard	Torrance	Los Angeles
77	16810 Roscoe Boulevard	Van Nuys	Los Angeles
78	16800 Roscoe Boulevard	Van Nuys	Los Angeles
79	22855 Victory Boulevard	West Hills	Los Angeles
80	12322 Washington Boulevard	Whittier	Los Angeles
81	6345 Varel Avenue	Woodland Hills	Los Angeles
82	2155 Schnoor Avenue	Madera	Madera
83	111 Shoreline Parkway	San Rafael	Marin
84	350 North Orchard Avenue	Ukiah	Mendocino
85	1955 E Pacheo Boulevard	Los Banos	Merced
86	1735 Highway 140	Merced	Merced
87	1800 North Main Street	Salinas	Monterey
88	1890 N Davis Road	Salinas	Monterey
89	1590 Canyon Del Rey Boulevard	Seaside	Monterey
90	225 Socol Avenue	Napa	Napa
91	2300 West Lincoln Avenue	Anaheim	Orange
92	1095 N Pullman Street	Anaheim	Orange
93	800 N Brookhurst Street	Anaheim	Orange
94	2455 E Imperial Highway	Brea	Orange
95	2300 F Harbor Boulevard	Costa Mesa	Orange
96	5800 Lincoln Avenue	Cypress	Orange
97	23651 El Toro Road	El Toro/Lake Forest	Orange
98	601 South Placentia	Fullerton	Orange
99	10801 Garden Grove Boulevard	Garden Grove	Orange
100	7100 Warner Avenue	Huntington Beach	Orange
101	6200 Irvine Boulevard	Irvine	Orange
102	600 S Harbor Boulevard	La Habra	Orange

**Exhibit A - To Complaint for Permanent Injunction, Civil Penalties and Other Equitable Relief
In *People v. Home Depot U.S.A., Inc.***

EXHIBIT A

NO.	ADDRESS	CITY	COUNTY
103	24332 El Toro Road	Laguna Hills	Orange
104	27401 La Paz Road	Laguna Niguel	Orange
105	20021 Lake Forest Drive	Lake Forest	Orange
106	27952 Hillcrest	Mission Viejo	Orange
107	435 West Katella Avenue	Orange	Orange
108	1855 N. Tustin Street	Orange	Orange
109	3500 MacArthur Boulevard	Santa Ana	Orange
110	1750 E. Edinger Avenue	Santa Ana	Orange
111	12131 Beach Boulevard	Stanton	Orange
112	2782 El Camino Real	Tustin	Orange
113	6633 Westminster Boulevard	Westminster	Orange
114	23001 Savi Ranch Parkway	Yorba Linda	Orange
115	1000 Groveland Lane	Lincoln	Placer
116	324 North Sunrise Boulevard	Roseville	Placer
117	10001 Fairway Drive	Roseville	Placer
118	1480 East 2nd Street	Beaumont	Riverside
119	490 McKinley Street	Corona	Riverside
120	1355 East Ontario Avenue	Corona	Riverside
121	3400 West Florida	Hemet	Riverside
122	79900 Highway 111	La Quinta	Riverside
123	18282 Collier Avenue	Lake Elsinore	Riverside
124	6140 Hamner Avenue	Mira Loma	Riverside
125	12255 Pigeon Pass Road	Moreno Valley	Riverside
126	15975 Perris Boulevard	Moreno Valley	Riverside
127	25100 Madison Avenue	Murietta	Riverside
128	34249 Monterey Avenue	Rancho Mirage	Riverside
129	3323 Madison Street	Riverside	Riverside
130	32020 Highway 79 South	Temecula	Riverside
131	6001 Madison Avenue	Carmichael	Sacramento
132	9150 West Stockton Boulevard	Elk Grove	Sacramento
133	2675 East Bidwell Street	Folsom	Sacramento
134	2756 Sunrise Boulevard	Rancho Cordova	Sacramento
135	4641 Florin Road	Sacramento	Sacramento
136	1461 Meadowview Road	Sacramento	Sacramento
137	8000 Folsom Boulevard	Sacramento	Sacramento
138	3611 Truxel Road	Sacramento	Sacramento
139	5859 Antelope Road	Sacramento	Sacramento
140	2000 Howe Avenue	Sacramento	Sacramento
141	12218 Apple Valley Road	Apple Valley	San Bernardino
142	1100 L Avenue	Barstow	San Bernardino
143	5450 Walnut Avenue	Chino	San Bernardino
144	16005 Sierra Lake Parkway	Fontana	San Bernardino
145	16783 Santa Ana Avenue	Fontana	San Bernardino
146	11884 Foothill Boulevard	Rancho Cucamonga	San Bernardino
147	11151 West Lugonia Avenue	Redlands	San Bernardino
148	1451 West Foothill Boulevard	Rialto	San Bernardino
149	695 Hospitality Lane	San Bernardino	San Bernardino
150	1055 West 21st	San Bernardino	San Bernardino
151	250 South Mountain	Upland	San Bernardino
152	1401 E. 19th Street	Upland	San Bernardino
153	15150 Bear Valley Road	Victorville	San Bernardino

**Exhibit A - To Complaint for Permanent Injunction, Civil Penalties and Other Equitable Relief
in People v. Home Depot U.S.A., Inc.**

EXHIBIT A

NO.	ADDRESS	CITY	COUNTY
154	15655 Roy Rogers Drive	Victorville	San Bernardino
155	725 Plaza Court	Chula Vista	San Diego
156	390 East H Street	Chula Vista	San Diego
157	1320 Eastlake Parkway	Chula Vista	San Diego
158	965 Arnela Avenue	El Cajon	San Diego
159	1001 North El Camino Real	Encinitas	San Diego
160	1352 West Valley Parkway	Escondido	San Diego
161	1475 E. Valley Parkway	Escondido	San Diego
162	1550 West Valley Parkway	Escondido	San Diego
163	7530 Broadway	Lemon Grove	San Diego
164	3838 Vista Way	Oceanside	San Diego
165	5755 Mission Avenue	Oceanside	San Diego
166	12175 Tech Center Drive	Poway	San Diego
167	12185 Carmel Mountain Road	San Diego	San Diego
168	525 Saturn Boulevard	San Diego	San Diego
169	3555 Sports Arena Boulevard	San Diego	San Diego
170	6611 University Avenue	San Diego	San Diego
171	4255 Genesee	San Diego	San Diego
172	355 Market Place Avenue	San Diego	San Diego
173	950 Denney Road	San Diego	San Diego
174	5920 Fairmount Avenue	San Diego	San Diego
175	10604 Westview Parkway	San Diego	San Diego
176	550 San Marcos Boulevard	San Marcos	San Diego
177	255 Town Center Parkway	Santee	San Diego
178	2430 S. Melrose Drive	Vista	San Diego
179	250 Commerce Avenue	Manteca	San Joaquin
180	3818 East Hammer Lane	Stockton	San Joaquin
181	5010 Feather River Drive	Stockton	San Joaquin
182	2461 Naglee Road	Tracy	San Joaquin
183	905 El Camino Real	Atascadero	San Luis Obispo
184	1551 Froom Ranch Way	San Luis Obispo	San Luis Obispo
185	91 Colma Boulevard	Colma	San Mateo
186	2 Colma Boulevard	Colma	San Mateo
187	303 East Lake Merced	Daly City	San Mateo
188	1781 East Bayshore Road	East Palo Alto	San Mateo
189	1125 Old County Road	San Carlos	San Mateo
190	2001 Chess Drive	San Mateo	San Mateo
191	6975 Marketplace Drive	Goleta	Santa Barbara
192	1701 E. Ocean Avenue	Lompoc	Santa Barbara
193	2120 South Bradley Road	Santa Maria	Santa Barbara
194	480 East Hamilton Avenue	Campbell	Santa Clara
195	8850 San Ysidro Avenue	Gilroy	Santa Clara
196	1177 Great Mall Drive	Milpitas	Santa Clara
197	860 East Dunne Avenue	Morgan Hill	Santa Clara
198	920 Blossom Hill Road	San Jose	Santa Clara
199	1855 Hillisdale Avenue	San Jose	Santa Clara
200	635 W. Capital Expressway	San Jose	Santa Clara
201	975 DeAnza Boulevard	San Jose	Santa Clara
202	2435 LaFayette Street	Santa Clara	Santa Clara
203	121 E. El Camino Real	Sunnyvale	Santa Clara
204	680 Kifer Road	Sunnyvale	Santa Clara

**Exhibit A - To Complaint for Permanent Injunction, Civil Penalties and Other Equitable Relief
In People v. Home Depot U.S.A., Inc.**

EXHIBIT A

NO.	ADDRESS	CITY	COUNTY
205	355 S. Green Valley Road	Watsonville	Santa Cruz
206	1200 Churn Creek Road	Redding	Shasta
207	2121 Oadenasso Drive	Fairfield	Solano
208	510 Orange Drive	Vacaville	Solano
209	1175 Admiral Callaghan Lane	Vallejo	Solano
210	4825 Redwood Drive	Rohnert Park	Sonoma
211	6280 Hembree Lane	Windsor	Sonoma
212	1415 East Hatch Road	Ceres	Stanislaus
213	1617 North Carpenter Road	Modesto	Stanislaus
214	5230 Squire Wells Road	Riverbank	Stanislaus
215	2800 Countryside Drive	Turlock	Stanislaus
216	1100 Sharp Road	Yuba City	Sutter
217	2650 Main Street	Red Bluff	Tehama
218	750 S. Jaye Street	Porterville	Tulare
219	1600 E. Prosperity Avenue	Tulare	Tulare
220	3500 South Demaree Street	Visalia	Tulare
221	401 W. Ventura Boulevard	Camarillo	Ventura
222	2600 Vineyard Avenue	Oxnard	Ventura
223	401 W. Esplanade Drive	Oxnard	Ventura
224	575 Cochran Street	Simi Valley	Ventura
225	500 North Ventu Park Road	Thousand Oaks	Ventura
226	2745 Teller Road	Thousand Oaks	Ventura
227	1860 E. Main Street	Woodland	Yolo

NO.	ADDRESS	CITY	COUNTY
1	7050 Amador Plaza Road	Dublin	Alameda
2	6335 & 6341 Scarlett Court	Dublin	Alameda
3	6349 Scarlett Court	Dublin	Alameda
4	6337 Scarlett Court	Dublin	Alameda
5	40745 Encyclopedia Circle	Fremont	Alameda
6	off 407 Oak Manor Court	Hayward	Alameda
7	19202 Cabot Boulevard	Hayward	Alameda
8	3563 Investment Boulevard	Hayward	Alameda
9	31281 Weigman Road	Hayward	Alameda
10	297 South Vasco Road	Livermore	Alameda
11	5799 Las Positas	Livermore	Alameda
12	5715 Southfront Road	Livermore	Alameda
13	1555 40th Street	Oakland	Alameda
14	1140 Beecher Street	San Leandro	Alameda
15	2007 Davis Street	San Leandro	Alameda
16	1765 Atlantic Court	Union City	Alameda
17	34151 Zwissig Way	Union City	Alameda
18	3211 Danville Boulevard	Alamo	Contra Costa
19	1461 Concord Avenue	Concord	Contra Costa
20	5400 Ygnacio Valley Road	Concord	Contra Costa
21	1640 Challenge Drive	Concord	Contra Costa
22	1650 Challenge Drive	Concord	Contra Costa
23	1037 Arnold Drive	Martinez	Contra Costa
24	1310 Clegg Street	Petaluma	Contra Costa
25	13901 San Pablo Avenue	San Pablo	Contra Costa

**Exhibit A - To Complaint for Permanent Injunction, Civil Penalties and Other Equitable Relief
In People v. Home Depot U.S.A., Inc.**

EXHIBIT A

NO.	ADDRESS	CITY	COUNTY
26	5096 N. Blythe Avenue	Fresno	Fresno
27	3622 West Shaw Avenue	Fresno	Fresno
28	2909 S. Elm Avenue	Fresno	Fresno
29	2101 E. North Avenue	Fresno	Fresno
30	3050 S. Cedar Avenue	Fresno	Fresno
31	4710 E. Commerce Avenue	Fresno	Fresno
32	5780 E. Shields Avenue	Fresno	Fresno
33	3759 West Shaw Avenue	Fresno	Fresno
34	1583 River Drive	Brawley	Imperial
35	1101 South McCullom	El Centro	Imperial
36	260 South Imperial Avenue	Imperial	Imperial
37	497 West Wall Road	Imperial/El Centro	Imperial
38	2809 Unicorn Road	Bakersfield	Kern
39	19421 Colombo Street	Bakersfield	Kern
40	3027 Landco Drive	Bakersfield	Kern
41	17160 Alburts Avenue	Artesia	Los Angeles
42	10816 Alondra Boulevard	Cerritos	Los Angeles
43	20131 Sunburst Street	Chatsworth	Los Angeles
44	21535-21651 Baker Parkway	City of Industry	Los Angeles
45	3160 Rosemead Boulevard	El Monte	Los Angeles
46	17600 S. Main Street	Gardena (Carson)	Los Angeles
47	440 Western Avenue	Glendale	Los Angeles
48	4828 W. 145th Street	Hawthorne	Los Angeles
49	14658 Alondra Boulevard	La Mirada	Los Angeles
50	42839 N. Sierra Highway	Lancaster	Los Angeles
51	5950 Paramount Boulevard	Long Beach	Los Angeles
52	10861 Weyburn Avenue	Los Angeles	Los Angeles
53	2311 Purdue Avenue	Los Angeles	Los Angeles
54	407 West Huntington Drive	Monrovia	Los Angeles
55	7601 Telegraph Road	Montebello	Los Angeles
56	1625 W. Washington Boulevard	Montebello	Los Angeles
57	7250 Laurel Canyon Boulevard	North Hollywood	Los Angeles
58	14080 Orange Avenue	Paramount	Los Angeles
59	1680 W. Mission Boulevard	Romona	Los Angeles
60	19710 Susana Road	Rancho Dominguez	Los Angeles
61	1519 Hawthorne Boulevard	Redondo Beach	Los Angeles
62	28255 Kelly Johnson Parkway	Santa Clarita	Los Angeles
63	9837 Pioneer Boulevard	Santa Fe Springs	Los Angeles
64	11704 & 11705 Willake Street	Santa Fe Springs	Los Angeles
65	12801 Leffingwell Avenue	Santa Fe Springs	Los Angeles
66	16348 Foothill Boulevard	Sylmar	Los Angeles
67	27229 Turnberry Lane	Valencia	Los Angeles
68	28934 N. Hancock Parkway	Valencia	Los Angeles
69	26074 Avenue Hall	Valencia	Los Angeles
70	25108 Rye Canyon Loop	Valencia	Los Angeles
71	5400 McConnell Avenue	West Los Angeles	Los Angeles
72	1801 Fourth Street	San Rafael	Marin
73	3379 G Street	Merced	Merced
74	1276 Abbott Street	Salinas	Monterey
75	26940 Aliso Viejo Parkway	Aliso Viejo	Orange
76	1045 N. Kemp Street	Anaheim	Orange

**Exhibit A - To Complaint for Permanent Injunction, Civil Penalties and Other Equitable Relief
In People v. Home Depot U.S.A., Inc.**

EXHIBIT A

NO.	ADDRESS	CITY	COUNTY
77	1011 North Tustin Avenue	Anaheim	Orange
78	1350 Caldwell Circle	Anaheim	Orange
79	3250 E. Carpenter Avenue	Anaheim	Orange
80	6700 Artesia Boulevard	Buena Park	Orange
81	6311 Knot Avenue	Buena Park	Orange
82	3001 Redhill Avenue	Costa Mesa	Orange
83	3120 Airway Avenue	Costa Mesa	Orange
84	669 South Placentia Avenue	Fullerton	Orange
85	701 Burning Tree	Fullerton	Orange
86	659 South Placentia	Fullerton	Orange
87	11822 Gilbert Street	Garden Grove	Orange
88	13591 Harbor Boulevard	Garden Grove	Orange
89	6912 Edinger Avenue	Huntington Beach	Orange
90	17701 Cowan Avenue	Irvine	Orange
91	751 E. Lambert Road	La Habra	Orange
92	601 E. Imperial Highway	La Habra	Orange
93	25600 Rancho Niguel Road	Laguna Niguel	Orange
94	3800 West Chapman Avenue	Orange	Orange
95	22931 Arroyo Vista	Rancho Santa Margarita	Orange
96	33061 Camino Capistrano	San Juan Capistrano	Orange
97	1723 S. Ritchey Street	Santa Ana	Orange
98	1920, 1922, 1924 E. Pomona Street	Santa Ana	Orange
99	2400 S. Garnsey Street	Santa Ana	Orange
100	7350 Bolsa Avenue	Westminster	Orange
101	22885 Savi Ranch Parkway	Yorba Linda	Orange
102	1111 Tinker Road	Rocklin	Placer
103	2001 Opportunity Drive	Roseville	Placer
104	2021 Opportunity Drive	Roseville	Placer
105	1508 Eureka Road	Roseville	Placer
106	1708 Eureka Road	Roseville	Placer
107	2025 Opportunity Drive	Roseville	Placer
108	1430 Blue Oaks Boulevard	Roseville	Placer
109	1120 Galleria Boulevard	Roseville	Placer
110	8286 Industrial Avenue	Roseville	Placer
111	86045 Avenue 52	Coachella Valley	Riverside
112	325 North Cota Street	Corona	Riverside
113	44909 Golf Center Parkway	Indio	Riverside
114	82314 Market Street	Indio	Riverside
115	11650 Venture Drive	Mira Loma	Riverside
116	3155 Universe Drive	Mira Loma	Riverside
117	14529 Innovation Drive	Moreno Valley/Riverside	Riverside
118	73600 Dinah Shore Drive	Palm Desert	Riverside
119	3155 Indian Avenue	Perris	Riverside
120	71905 Highway 111	Rancho Mirage	Riverside
121	69930 Highway 111	Rancho Mirage	Riverside
122	1886 Spruce Street	Riverside	Riverside
123	4133 Fairgrounds	Riverside	Riverside
124	42301 Zevo Drive	Temecula	Riverside
125	43085 Business Park Drive	Temecula	Riverside
126	43300 Business Park Drive	Temecula	Riverside
127	28065 Diaz Road	Temecula	Riverside

**Exhibit A - To Complaint for Permanent Injunction, Civil Penalties and Other Equitable Relief
in People v. Home Depot U.S.A., Inc.**

EXHIBIT A

NO.	ADDRESS	CITY	COUNTY
128	31248 Dunham Way	Thousand Palms	Riverside
129	72355 Manufacture Road	Thousand Palms	Riverside
130	Plot 15, Madison Square	Carmichael	Sacramento
131	8470 Elk Grove Boulevard	Elk Grove	Sacramento
132	9370 Studio Court	Elk Grove	Sacramento
133	4401 Hazel Avenue	Fair Oaks	Sacramento
134	11226 Gold Express Drive	Gold River	Sacramento
135	11919 Foundation Place	Gold River	Sacramento
136	3390 Winona Way	N. Highlands (Sacramento)	Sacramento
137	3222 Winona Way	N. Highlands (Sacramento)	Sacramento
138	4550 Roseville Road	North Highlands	Sacramento
139	4558 Roseville Road	North Highlands	Sacramento
140	2421 Mercantile Drive	Rancho Cordova	Sacramento
141	2419 Mercantile Drive	Rancho Cordova	Sacramento
142	10060 Mills Station Road	Rancho Cordova	Sacramento
143	4170 Truxel Road	Sacramento	Sacramento
144	1635 Main Avenue	Sacramento	Sacramento
145	1312 W. Striker Avenue	Sacramento	Sacramento
146	1120 Blumenfeld Drive	Sacramento	Sacramento
147	1001 Fee Drive	Sacramento	Sacramento
148	16600 Koala Road	Adelanto	San Bernardino
149	10681 Business Drive	Fontana	San Bernardino
150	5450 East Francis Street	Ontario	San Bernardino
151	5590 Francis Street	Ontario	San Bernardino
152	4450 Lowell Street	Ontario	San Bernardino
153	5055 E. Airport Avenue	Ontario	San Bernardino
154	8535 Oakwood Place	Rancho Cucamonga	San Bernardino
155	315 West Resource Drive	Rialto	San Bernardino
156	12180 Ridgecrest Road	Victorville	San Bernardino
157	Building 22105	Camp Pendleton	San Diego
158	3451 Main Street	Chula Vista	San Diego
159	430 Raleigh Avenue	El Cajon	San Diego
160	1550 Leucadia Boulevard	Encinitas	San Diego
161	480 N. Spruce Street	Escondido	San Diego
162	665 Opper Street	Escondido	San Diego
163	12455 Kerran Street	Roway	San Diego
164	7720 Kenamar Court	San Diego	San Diego
165	9530 Candida Street	San Diego	San Diego
166	9030 Kenamar Drive	San Diego	San Diego
167	7740 Kenamar Court	San Diego	San Diego
168	7803 Othello Avenue	San Diego	San Diego
169	7825 Trade Street	San Diego	San Diego
170	8380 Camino Santa Fe	San Diego	San Diego
171	1004 Cudahy Place	San Diego	San Diego
172	7411 Goen Place	San Diego	San Diego
173	4720 Mission Gorge Place	San Diego	San Diego
174	7560 Convoy Court	San Diego	San Diego
175	2202 Versus Street	San Diego	San Diego
176	9353 Activity Road	San Diego	San Diego
177	5980 Fairmount Avenue	San Diego	San Diego
178	10641 Scripps Summit Court	San Diego	San Diego

**Exhibit A - To Complaint for Permanent Injunction, Civil Penalties and Other Equitable Relief
In People v. Home Depot U.S.A., Inc.**

EXHIBIT A

NO.	ADDRESS	CITY	COUNTY
179	1601 Precision Park Lane	San Diego (San Ysidro)	San Diego
180	1560 Linda Vista Drive	San Marcos	San Diego
181	1139 Grand Avenue	San Marcos	San Diego
182	155 De Haro Street	San Francisco	San Francisco
183	1225 6th Street	San Francisco	San Francisco
184	200 Jennings Street	San Francisco	San Francisco
185	17054 So. Harlan Road	Lathrop	San Joaquin
186	11928 & 11900 So. Harlan Road	Lathrop	San Joaquin
187	18300 Harlan Road	Lathrop	San Joaquin
188	619 Nestle Way	Lathrop	San Joaquin
189	701 D'Arcy Road	Lathrop	San Joaquin
190	2303 S. Stockton Boulevard	Lodi	San Joaquin
191	2411 S. Stockton Boulevard	Lodi	San Joaquin
192	2055 Industrial Drive	Stockton	San Joaquin
193	1604 Tillie Lewis Drive	Stockton	San Joaquin
194	1166 S. Wilson Way	Stockton	San Joaquin
195	3601 Navone Road	Stockton	San Joaquin
196	2750 Cherokee Road	Stockton	San Joaquin
197	1771 East Bayshore Road	East Palo Alto	San Mateo
198	1646 W. Carotti	Santa Maria	Santa Barbara
199	1414 Dempsey Road	Milpitas	Santa Clara
200	1535 Landess Avenue	Milpitas	Santa Clara
201	5095 Almaden Expressway	San Jose	Santa Clara
202	595 Brennan Street	San Jose	Santa Clara
203	1698 Rogers Avenue	San Jose	Santa Clara
204	2880 Bowers Avenue	Santa Clara	Santa Clara
205	2960 Innsbruck Drive	Redding	Shasta
206	540 Stone Road	Benicia	Solano
207	6340-6350 Goodyear Road	Benicia	Solano
208	1995 W. Cordella Road	Fairfield	Solano
209	154 Brown's Valley Parkway	Vacaville	Solano
210	66 Admiral Callaghan Lane	Vallejo	Solano
211	112 California Street	Vallejo	Solano
212	2000 Lakeville Highway	Petaluma	Sonoma
213	5300 Commerce Boulevard	Rohnert Park	Sonoma
214	301 East Todd Road	Santa Rosa	Sonoma
215	260, 300 East Todd Road	Santa Rosa	Sonoma
216	100 Bicentennial Way	Santa Rosa	Sonoma
217	3801 Pelandale Avenue	Modesto	Stanislaus
218	5260 Pirrone Court	Salida	Stanislaus
219	318 N. Barrett Road	Yuba City	Sutter
220	940 Mulhardt Avenue	Oxnard	Ventura
221	2814 Camino Dos Rios	Thousand Oaks	Ventura
222	2625 Johnson Drive	Ventura	Ventura
223	6086 Nicolle Street	Ventura	Ventura

**Exhibit A - To Complaint for Permanent Injunction, Civil Penalties and Other Equitable Relief
In People v. Home Depot U.S.A., Inc.**

Exhibit
A-1

1 EDMUND G. BROWN JR., Attorney General
of the State of California

[Exempt from fees pursuant to
Government Code Section 6103]

2 TOM GREENE

Chief Assistant Attorney General

3 THEODORA P. BERGER

Senior Assistant Attorney General

4 KEN ALEX

Supervising Deputy Attorney General

5 BRETT J. MORRIS, SBN 158408

Deputy Attorney General

6 1515 Clay Street

P. O. Box 70550

7 Oakland, CA 94612-0550

Telephone: (510) 622-2176

8 Fax: (510) 622-2270

9 Attorneys for Plaintiff,
People of the State of California

10
11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13
14 PEOPLE OF THE STATE OF CALIFORNIA,

Case No. BC376095

15 Plaintiff,

**AMENDMENT TO THE
STIPULATION FOR ENTRY
OF FINAL JUDGMENT**

16 v.

17 HOME DEPOT U.S.A., Inc., a Delaware
Corporation, and DOES 1 through 99,

18 Defendants.
19

20
21 WHEREAS, the People of the State of California (hereinafter, "the People") and
22 Home Depot U.S.A., Inc. (hereinafter "Settling Defendant"), filed a Stipulation for Entry
23 of Final Judgment on August 17, 2007, which provided for filing under seal a copy of
24 Settling Defendant's HHM III Program, to be attached as Exhibit G to the Permanent
25 Injunction and Final Judgment.

26 WHEREAS, on August 17, 2007, Settling Defendant filed a Motion to File Under
27 Seal Exhibit G.
28

1 WHEREAS, on August 29, 2007, the Court issued a minute order denying without
2 prejudice Settling Defendant's Motion to File Under Seal Exhibit G.

3 WHEREAS, in response to the Court's recommendation in its August 29th minute
4 order, the parties agreed to continue the plaintiff's Motion for Entry of Permanent
5 Injunction and Final Judgment and reset the hearing on the motion for October 4, 2007.

6 WHEREAS, the People and Settling Defendant agree to eliminate Exhibit G as an
7 exhibit to the Final Judgment from the proposed Permanent Injunction and Final
8 Judgment so that the parties are no longer requesting that any portion of the Final
9 Judgment be filed under seal.

10 WHEREAS, Settling Defendant expended significant resources in developing the
11 HHM III Program and considers the HHM III Program to be a confidential, proprietary
12 business document.

13
14 Now, therefore, the parties hereby agree and stipulate as follows:

15 1. Paragraph 6.2 of the Stipulation For Entry of Final Judgment filed on
16 August 17, 2007 is hereby amended to delete the phrase "Settling Defendant shall submit
17 a certification to the People that an HHM III Program, or an equivalent program to that
18 attached as Exhibit G to the Final Judgment (filed under seal)," from page 7, lines 3-4,
19 and in its place insert the phrase "Settling Defendant shall submit a certification to the
20 People that an HHM III Program, or an equivalent program to that produced by Settling
21 Defendant on September 18, 2007, to each of the undersigned offices acting on behalf of
22 the People".

23 2. The parties agree to revise Paragraph 3.2 of the Permanent Injunction and
24 Final Judgment; Order [Proposed] to delete the phrase "Home Depot shall submit a
25 certification to the People that an HHM III Program, or an equivalent program to that
26 attached as Exhibit G to the Final Judgment (filed under seal)," from page 4, lines 21-22,
27 and in its place insert the phrase "Home Depot shall submit a certification to the People
28 that an HHM III Program, or an equivalent program to that produced by Settling

1 Defendant on September 18, 2007, to each of the undersigned offices acting on behalf of
2 the People”.

3 3. Paragraph 6.7.a of the Stipulation For Entry of Final Judgment filed on
4 August 17, 2007 is hereby amended to delete the phrase “adopt and begin to administer
5 the interim Fire Code Program at all Covered Facilities that are not ‘Home Depot’
6 branded retail stores by September 15, 2007,” from page 8, line 28 through page 9, line 1,
7 and in its place insert the phrase “adopt and begin to administer the interim Fire Code
8 Program at all Covered Facilities that are not ‘Home Depot’ branded retail stores prior to
9 entry of the Final Judgment by the Court.”

10 4. The parties agree to revise Paragraph 3.7.a of the Permanent Injunction and
11 Final Judgment; Order [Proposed] filed on August 17, 2007 to delete the phrase “adopt
12 and begin to administer the interim Fire Code Program at all Covered Facilities that are
13 not ‘Home Depot’ branded retail stores by September 15, 2007,” from page 6, lines 17-18,
14 and in its place insert the phrase “adopt and begin to administer the interim Fire Code
15 Program at all Covered Facilities that are not ‘Home Depot’ branded retail stores prior to
16 entry of the Final Judgment by the Court.”

17
18 **IT IS SO STIPULATED.**

19 **FOR THE PLAINTIFF:**

20 Dated: 9-18-07

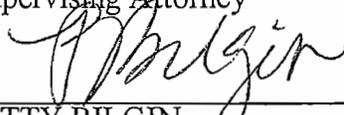
EDMUND G. BROWN JR., Attorney General
of the State of California
TOM GREENE
Chief Assistant Attorney General
THEODORA P. BERGER
Senior Assistant Attorney General
KEN ALEX
Supervising Deputy Attorney General

21
22
23
24
25 

26 BRETT J. MORRIS
27 Deputy Attorney General
28 Attorneys for Plaintiff
People of the State of California

1 Dated: September 20, 2007

ROCKARD J. DELGADILLO, City Attorney
of the City of Los Angeles
PATTY BILGIN,
Supervising Attorney



5 PATTY BILGIN
Supervising Attorney

7 Dated: _____

STEVE COOLEY, District Attorney
of the County of Los Angeles
DANIEL J. WRIGHT
Deputy District Attorney

10 DANIEL J. WRIGHT
Deputy District Attorney

12 Dated: _____

DEAN D. FLIPPO, District Attorney
of the County of Monterey
STEVEN G. HOLETT
Deputy District Attorney

16 STEVEN HOLETT
Deputy District Attorney

18 Dated: _____

ROD PACHECO, District Attorney
of the County of Riverside
DEENA M. BENNETT
Supervising Deputy District Attorney
STEPHANIE B. WEISSMAN
Deputy District Attorney

22 STEPHANIE B. WEISSMAN
Deputy District Attorney

24 Dated: _____

JAMES P. WILLETT, District Attorney
of the County of San Joaquin
DAVID J. IREY
Supervising Deputy District Attorney

27 DAVID J. IREY
Supervising Deputy District Attorney

1 Dated: _____
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ROCKARD J. DELGADILLO, City Attorney
of the City of Los Angeles
PATTY BILGIN,
Supervising Attorney

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6 PATTY BILGIN
Supervising Attorney

7 Dated: 9-18-07
8

STEVE COOLEY, District Attorney
of the County of Los Angeles
DANIEL J. WRIGHT
Deputy District Attorney

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10 *Daniel J. Wright*
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12 DANIEL J. WRIGHT
Deputy District Attorney

13 Dated: _____
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Deputy District Attorney

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Dated: 9/18/07

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Dated: 9/18/07

DOLORES A. CARR, District Attorney
of the County of Santa Clara
JOHN FIORETTA
Deputy District Attorney

John Fioretti
JOHN FIORETTA
Deputy District Attorney

FOR THE SETTLING DEFENDANT:

Dated: _____

James Snyder
Vice President - Legal and Regulatory Affairs
The Home Depot U.S.A., Inc.

Approved as to Form:

Dated: _____

O'MELVENY & MYERS, LLP
By: James R. Asperger

Attorneys for Defendant
The Home Depot U.S.A., Inc.

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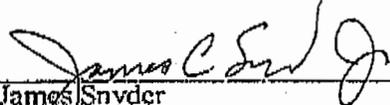
Dated: _____

DOLORES A. CARR, District Attorney
of the County of Santa Clara
JOHN FIORETTA
Deputy District Attorney

JOHN FIORETTA
Deputy District Attorney

FOR THE SETTLING DEFENDANT:

Dated: 9/20/07



James Snyder
Vice President - Legal and Regulatory Affairs
The Home Depot U.S.A., Inc.

Approved as to Form:

Dated: 9/18/07

O'MELVENY & MYERS, LLP
By: James R. Asperger



Attorneys for Defendant
The Home Depot U.S.A., Inc.

Exhibit
B

EXHIBIT B (Disbursement of Civil Penalties)

Attorney General, District Attorney or City Attorney Office Receiving Civil Penalties	Business and Professions Code § 17200 Penalties	Health and Safety Code § 25515.2 Penalties	Total of Penalty Payments
Alameda	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00
Attorney General*	\$ 731,000.00	\$ 83,000.00	\$ 814,000.00
Contra Costa	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
Fresno	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
Imperial	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Kern	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
Los Angeles	\$ 731,000.00	\$ 83,000.00	\$ 814,000.00
Los Angeles City	\$ 731,000.00	\$ 83,000.00	\$ 814,000.00
Marin	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Monterey	\$ 731,000.00	\$ 83,000.00	\$ 814,000.00
Napa	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Orange	\$ 15,000.00	\$ 25,000.00	\$ 40,000.00
Placer	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Riverside	\$ 731,000.00	\$ 83,000.00	\$ 814,000.00
Sacramento	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
San Bernardino	\$ 25,000.00	\$ 35,000.00	\$ 60,000.00
San Diego	\$ 25,000.00	\$ 35,000.00	\$ 60,000.00
San Joaquin	\$ 731,000.00	\$ 83,000.00	\$ 814,000.00
San Luis Obispo	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
San Mateo	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
Santa Barbara	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Santa Clara	\$ 731,000.00	\$ 83,000.00	\$ 814,000.00
Santa Cruz	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Solano	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Sonoma	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Tehama	\$ 200,000.00	\$ 33,000.00	\$ 233,000.00
Tulare	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Ventura	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00
Yolo	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
	\$ 5,532,000.00	\$ 859,000.00	\$ 6,391,000.00
These penalty splits are made pursuant to B&P Code §17206, Gov. Code 26506 and H&S Code §25515.2			

EXHIBIT B (Disbursement of Civil Penalties)

Regulatory/Law Enforcement Agencies Receiving Civil Penalties			
California Highway Patrol		\$ 90,000.00	\$ 90,000.00
Department of Toxic Substances Control		\$ 250,000.00	\$ 250,000.00
Los Angeles City Fire		\$ 25,000.00	\$ 25,000.00
Los Angeles County Fire		\$ 250,000.00	\$ 250,000.00
Monterey County CUPA		\$ 16,000.00	\$ 16,000.00
Riverside County CUPA		\$ 57,750.00	\$ 57,750.00
San Bernardino CUPA		\$ 15,000.00	\$ 15,000.00
San Joaquin County Environmental Health Department		\$ 31,250.00	\$ 31,250.00
City of San Jose Fire Department		\$ 100,000.00	\$ 100,000.00
Ventura County CUPA		\$ 4,000.00	\$ 4,000.00
San Luis Obispo County CUPA		\$ 4,000.00	\$ 4,000.00
Sonoma County CUPA		\$ 4,000.00	\$ 4,000.00
Orange County CUPA		\$ 4,000.00	\$ 4,000.00
Sacramento County CUPA		\$ 4,000.00	\$ 4,000.00
Anaheim Fire Department		\$ 4,000.00	\$ 4,000.00
		\$ 859,000.00	\$ 859,000.00
			\$ 7,250,000.00
These penalty splits are made pursuant to B&P Code §17206, Gov. Code 26506 and H&S Code §25515.2			

* All of the Attorney General civil penalties assessed in this matter shall be made payable to The Department of Justice - Litigation Deposit Fund. The monies shall be administered by the California Department of Justice, which shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to the preservation and protection of air quality, including, but not limited to, Part 4, Chapter 4, Division 26 of the California Health and Safety Code; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State; and (4) other environmental actions which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions investigated or initiated by the Attorney General for the benefit of the State of California and its citizens. The payment, and any interest derived therefrom shall solely and exclusively augment the budget of the Attorney General's Office as it pertains to the Environment Section of the Public Rights Division and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

Exhibit
C

EXHIBIT C (Costs)

Alameda County District Attorney	\$ 9,500.00
Attorney General	\$ 302,000.00
Contra Costa County District Attorney	\$ 2,500.00
Los Angeles City Attorney	\$ 164,000.00
Los Angeles County District Attorney	\$ 56,000.00
Monterey County District Attorney	\$ 50,000.00
Napa County District Attorney	\$ 1,000.00
Orange County District Attorney	\$ 2,500.00
Riverside County District Attorney	\$ 103,800.00
Sacramento County District Attorney	\$ 750.00
San Bernardino County District Attorney	\$ 3,250.00
San Diego County District Attorney	\$ 2,500.00
San Joaquin County District Attorney	\$ 283,000.00
San Luis Obispo County District Attorney	\$ 2,000.00
Santa Clara County District Attorney	\$ 54,000.00
Santa Cruz County District Attorney	\$ 750.00
Solano County District Attorney	\$ 1,250.00
Sonoma County District Attorney	\$ 1,250.00
Tehama County District Attorney for CDAA Circuit Prosecutor	\$ 3,000.00
Ventura County District Attorney	\$ 2,500.00
Anahelm Fire Department	\$ 1,200.00
Butte County CUPA	\$ 300.00
California Environmental Protection Agency	\$ 4,000.00
California Highway Patrol	\$ 9,000.00
Department of Toxic Substances Control	\$ 118,000.00
Kern County CUPA	\$ 500.00
Kings County CUPA	\$ 500.00
Los Angeles County Fire	\$ 26,650.00
Los Angeles City Fire	\$ 9,500.00
Monterey County Health Department - CUPA	\$ 8,500.00
Orange County CUPA	\$ 1,500.00
Riverside County CUPA	\$ 14,000.00
Sacramento County CUPA	\$ 1,500.00
Salinas Fire Department	\$ 1,300.00
San Bernardino CUPA	\$ 7,000.00
San Diego CUPA	\$ 1,400.00
San Joaquin County Environmental Health Department (CUPA)	\$ 11,400.00
San Joaquin County Office of Emergency Services	\$ 1,400.00
City of San Jose Fire Department	\$ 21,000.00
San Luis Obispo CUPA	\$ 2,000.00
Santa Clara County Department of Environmental Health (CUPA)	\$ 8,100.00
Seaside Fire Department	\$ 1,000.00
Sonoma County CUPA	\$ 1,500.00
Stanislaus County CUPA	\$ 500.00
Sunnyvale Department of Public Safety (CUPA)	\$ 400.00
Sutter County CUPA	\$ 100.00
Ventura County CUPA	\$ 1,200.00
Ventura County Oxnard Fire	\$ 1,000.00
	\$ 1,300,000.00

Exhibit
D

EXHIBIT D (Supplemental Environmental Projects)

1. **Environmental Protection Prosecution Fund.** One Million Dollars (\$1,000,000.00) to be used by the Craig Thompson Environmental Protection Prosecution Fund ("EPPF Fund"). The payment made shall be placed in an interest-bearing Special Deposit Fund established by the California Attorney General. Such funds shall be available for use in environmental enforcement actions to benefit the State of California and its citizens. This Fund shall be organized solely and exclusively for the purpose of enhancing the investigation, prosecution, and enforcement of environmental protection actions brought pursuant to the environmental protection statutes of the State of California (including but not limited to Chapter 2 of Division 6 of the Fish & Game Code, Chapters 6.5, 6.7, 6.95 of Division 20 of the Health & Safety Code, and Division 7 of the Water Code as amended from time to time) by the California Attorney General, district attorneys and such city attorneys as are authorized to bring such actions pursuant to those statutes ("eligible city attorneys"). The money transferred into the Special Deposit Fund and any interest derived therefrom shall not be considered part of the budget of the Attorney General's Office and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

2. **Environmental Training Programs.** Three Hundred and Fifty Thousand Dollars (\$350,000.00) payable to the California District Attorneys Association Environmental Project for the purposes of providing training consistent with the purposes of that project.

a. **Requirements Pertaining to Environmental Training Program:** The payments made pursuant to this section shall be used by the designated organization, upon acceptance, to design and to provide training to the California environmental enforcement community related primarily to multi-media/multi-jurisdictional enforcement courses with emphasis on courses related to enforcement actions taken by regulators utilizing local prosecutors or the Attorney General's Office. Such training shall take place, to the extent reasonably possible, within four years following entry of the Consent Judgment. The

Exhibit
E

EXHIBIT E (Additional Environmental Training Programs)

1. **California CUPA Forum Board.** THD shall provide Three Hundred and Seventy Five (375) full scholarships each year for the next four (4) years for the annual CUPA Conference. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals.
2. **CalEPA Cross Media Enforcement Symposium.** THD shall provide Sixty (60) full scholarships each year for the next four (4) years for the annual CalEPA Cross Media Enforcement Symposium. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals.
3. **California Hazardous Materials Investigators Association (CHMIA).** THD shall provide One Hundred and Fifty (150) tuition only scholarships each year for the next five (5) years for the annual CHMIA Conference.
4. **Western States Project.** THD shall provide Seventy (70) full scholarships each year for the next four (4) years to their annual trainings. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals.
5. **California Advanced Environmental Criminal Training Program (Cal-AECTP) in conjunction with the California Hazardous Material Investigators Association (CHMIA).** THD shall provide Twenty Four (24) full scholarships each year for the next four (4) years for this training. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals.
6. **California Specialized Training Institute – Environmental Crimes Course.** THD shall provide Twenty Four (24) full scholarships each year for the next four (4) years

for this training. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals.

*If the payment is accepted by a designated entity, it shall provide annual letter reports, describing the specific use of the funds and the type of training provided. The reports shall be submitted to the Plaintiff's representatives named in this Judgment.

Exhibit
F

Exhibit F

The Home Depot Additional Environmental Commitments

The Home Depot shall adopt and implement the following environmental programs:

A. Upon entry of the Final Judgment and within the next five years, The Home Depot shall undertake all reasonable steps to build five (5) new "LEED Green" stores in the State of California. The Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ is the nationally accepted benchmark for the design, construction, and operation of high performance green buildings. LEED promotes a whole-building approach to sustainability by recognizing performance in five key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality. In the event that Home Depot is unable to construct the five LEED stores in California or is unable to obtain LEED certification due to planning commission or other third party constraints, the parties will meet and confer to agree upon an alternative program of comparable scope and cost. In the event that the parties cannot reach agreement the matter shall be submitted to the Court.

B. Within four (4) months of entry of the Final Judgment, Home Depot will design and roll out an "Eco-Friendly Virtual Home Tour" ("Home Tour") as a supplement to the current virtual home tour currently presented on www.homedepot.com. This virtual tour shall highlight the eco-options products that are available for use throughout the home and provide specific information (as applicable) about each product's energy savings potential, improved performance ability, water conservation rate as well as how it can contribute to cleaner air and a healthier home. The eco-friendly component of the Home Tour shall remain in effect for five years from the entry of the Final Judgment. Home Depot will modify the home tour at least twice during the duration of the injunction.

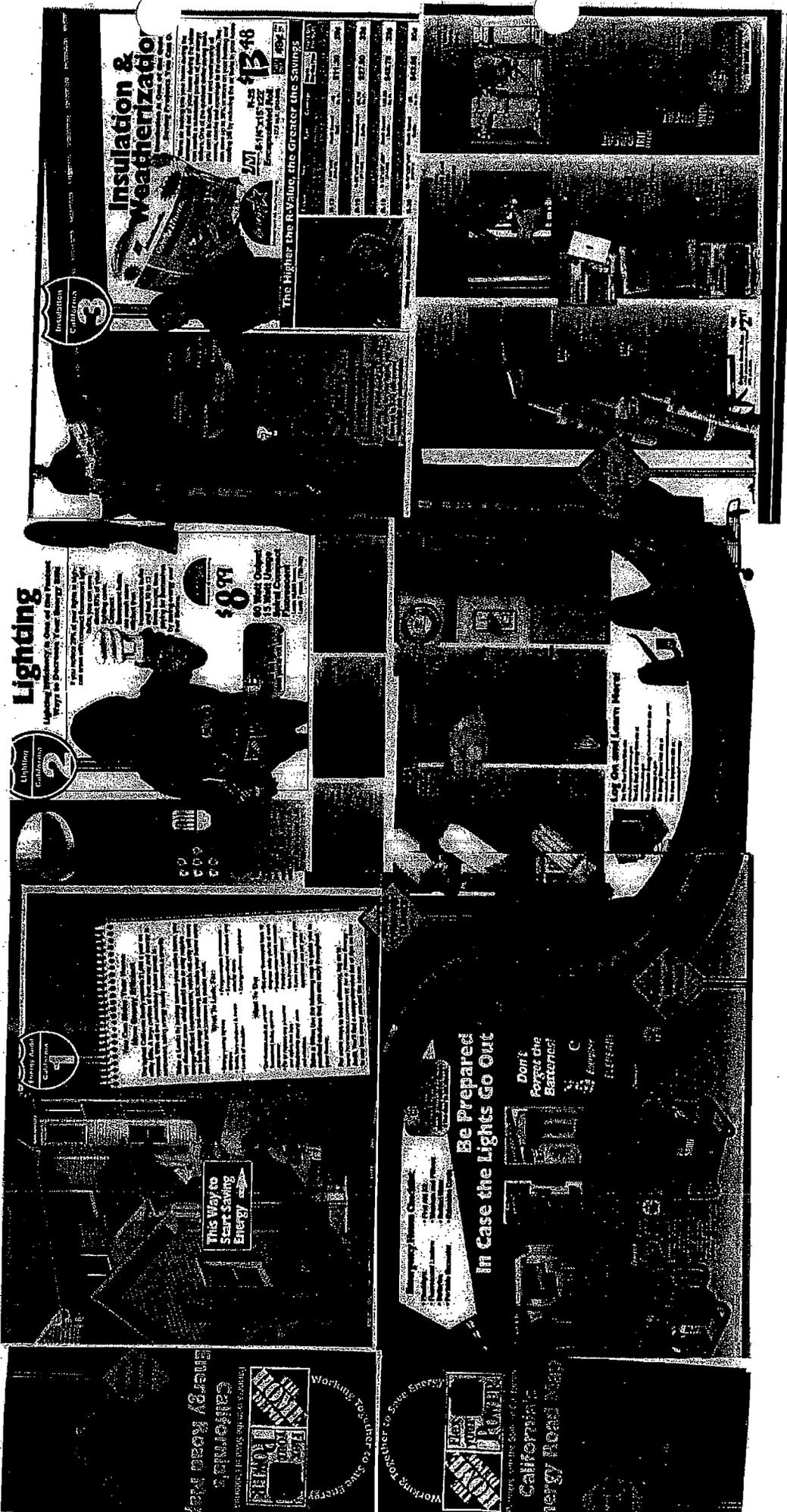
C. During each of three years of the term of the injunction and beginning after entry of the Final Judgment, Home Depot shall dedicate at least 85 pages per year of its advertising catalogues distributed in California to green products. Green products include products that have less of an impact on the environment than competing products. The advertisements shall include eco-options and/or United States Environmental Protection Agency Energy Star products.

D. Within six (6) months of entry of the Final Judgment, Home Depot will create a "Green Energy" roadmap that that similar to Item B above, that shall specifically identify areas in each home in which upgrades such as energy efficient appliances can be installed or areas in which eco-friendly products can be used. The format will be based on the roadmap that was developed several years ago, a copy of which is attached as Exhibit F-1 hereto. For three years and after entry of the Final Judgment, Home Depot shall distribute 1.6 million copies of the roadmap at its retail outlets throughout California.

E. Within three (3) months of entry of the Final Judgment, Home Depot shall engage in a process of identifying and, as appropriate, advertising additional eco-options products beyond those that are already sold by Home Depot in California. The categories of eco-options products to be considered shall include: energy efficiency, clean water, clean air, sustainable forestry and/or waste reduction, and may include reduced toxicity. Within three (3) months of entry of the Final Judgment, Home Depot shall also reconfigure its stores in California, to the greatest extent practicable, so that the eco-options products shall be merchandised next to comparable products and signs shall be added to attract consumers to these environmental options. The Home Depot will maintain this program for five years after entry of the Final Judgment.

F. The Home Depot shall submit annual status reports to the People on July 1st of each year, from July 1, 2008 through July 1, 2012, for each program listed in paragraphs A-E above.

Exhibit
F-1



Lighting

Lighting is necessary in areas of heavy traffic. Proper lighting is essential for safety and security. Proper lighting is essential for safety and security.



\$8.99

20 Watt Compact
Fluorescent Light
2.5 Year Warranty
Energy Saver

Energy Audit
1

Energy audits are a key to reducing energy costs. They identify areas where energy is being wasted and provide recommendations for energy-saving measures. Energy audits are a key to reducing energy costs. They identify areas where energy is being wasted and provide recommendations for energy-saving measures.

This Way to
Start Saving
Energy

Be Prepared
In Case the Lights Go Out

Don't
Forget the
Batteries!

Emergency
Preparedness

Insulation & Weatherization

Insulation
3

\$13.48

200' x 48" x 1/2" R-19
Fiberglass Insulation
13.48 per roll

The Higher the R-Value, the Greater the Savings

R-Value	Price per Roll
R-11	\$10.98
R-13	\$12.48
R-15	\$13.98
R-19	\$18.48
R-22	\$21.98
R-25	\$25.48
R-30	\$30.98

WORKING TOGETHER TO SAVE ENERGY
CALIFORNIA
ENERGY EFFICIENCY
PROGRAM
Working Together to Save Energy

WORKING TOGETHER TO SAVE ENERGY
CALIFORNIA
ENERGY EFFICIENCY
PROGRAM
Working Together to Save Energy

Exhibit
G

EXHIBIT G INTENTIONALLY OMITTED
(DELETED FROM PRIOR VERSION)

Exhibit
H

Exhibit H

The Following are the Relevant Sections of the California Fire Code:

1. California Fire Code § 8001.14.3.3: storage height of hazardous materials
2. California Fire Code § 7902.5.10.2.4 (4): storage height of flammable and combustible liquids and in rack sprinkler coverage
3. California Fire Code § 7902.5.10.2.4 (1): combustible commodities stored above flammable or combustible liquids
4. California Fire Code § 8001.11.8: separation of incompatible materials
5. California Fire Code § 8001.3.3: hazardous material inventory statement
6. California Fire Code §§ 7902.5.7.1, 8001.14.2 & 8212.9: aggregate quantities of hazardous materials, flammable and combustible liquids, and liquefied petroleum gases
7. California Fire Code § 8212.4: storage of portable containers of liquefied petroleum gas
8. California Fire Code § 7902.5.10.2.4 (2): storage of flammable and combustible liquids on metal shelving

8001.14.3.3

DECLARATION OF SERVICE BY OVERNIGHT COURIER

Case Name: THE PEOPLE OF THE STATE OF CALIFORNIA
v. HOME DEPOT U.S.A., et al.

Case No.: Los Angeles County Superior Court, Case No. BC376095

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the Bar of this Court at which member's direction this service is made. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service that same day in the ordinary course of business.

On September 24, 2007, I served the attached

**PERMANENT INJUNCTION AND FINAL JUDGMENT; ORDER
[PROPOSED] (*Version Revised 9/07*)**

by placing a true copy thereof in the internal mail collection system at the Office of the Attorney General at P.O. Box 70550, Oakland, CA 94612-0550, for deposit with our contractor, Golden State Overnight, in a sealed envelope for next business-day delivery, addressed as follows:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury the foregoing is true and correct and that this declaration was executed on September 24, 2007 at Oakland, California.

DEBRA BALDWIN

Debra Baldwin

Signature

SERVICE LIST

Case Name: THE PEOPLE OF THE STATE OF CALIFORNIA
v. HOME DEPOT U.S.A., et al.

Case No.: Los Angeles County Superior Court, Case No. BC376095

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