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F I L E D

Office of the Superior Court

APR 6 2010

By: M. [unclear], Deputy

8 *[Plaintiff's Counsel Continued on Attached]*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN DIEGO

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

16 Plaintiff,

17 v.

18 **WAL-MART STORES, INC.,**

19 Defendant.

Case No. **37-2010-00089145-CU-TT-CTL**

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT ON CONSENT**

Action Filed: April 2, 2010

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1 This Stipulation for Entry of Final Judgment on Consent ("Consent Judgment") is entered
2 into by Plaintiff, the People of the State of California ("People") and Defendant Wal-Mart Stores,
3 Inc. ("Wal-Mart"). For purposes of this Consent Judgment, the People and Wal-Mart shall be
4 referred to collectively as "Parties" and individually as "Party."

5 INTRODUCTION

6 This matter relates to the People's investigation into Wal-Mart's compliance with state laws
7 and regulations governing the storage, handling, treatment, transportation, and disposal of
8 hazardous waste and hazardous materials pursuant to Health and Safety Code Chapters 6.5, 6.7,
9 and 6.95 at Wal-Mart's operating retail facilities in California on and before February 22, 2010.
10 As set forth in the Complaint filed concurrently herewith (the "Complaint"), the People allege
11 that Wal-Mart violated Chapters 6.5, 6.7, and 6.95 of Division 20 of the Health and Safety Code
12 and the regulations promulgated under these chapters; and Business and Professions Code section
13 17200, et seq., by its improper storage, handling, transportation, and disposal of hazardous waste
14 and hazardous materials at and from Wal-Mart's California facilities from January 15, 2001,
15 through and including February 22, 2010.

16 The Parties engaged in settlement negotiations prior to the filing of this Consent Judgment.
17 In these negotiations, the People were represented by the Attorney General of the State of
18 California and the District Attorneys for the counties of Los Angeles, Monterey, Orange,
19 Riverside, Sacramento, San Bernardino, San Diego, San Joaquin, and Solano, and the additional
20 District Attorneys who are signatories to this Consent Judgment. Wal-Mart was represented by
21 Gibson, Dunn & Crutcher LLP.

22 The People believe that the resolution embodied in this Consent Judgment is fair and
23 reasonable and fulfills the People's enforcement objectives; that the terms of the Consent
24 Judgment are appropriate; that no further action is warranted concerning the specific violations
25 alleged in the Complaint, except as provided in this Consent Judgment; and that entry of this
26 Consent Judgment is in the best interest of the public.

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FINAL JUDGMENT PURSUANT TO STIPULATION

The Parties, after opportunity for review by counsel, hereby stipulate and consent to the entry of this Consent Judgment as set forth below.

1. DEFINITIONS

Except where otherwise expressly defined in this Consent Judgment, all terms shall be interpreted consistent with Chapters 6.5, 6.7, and 6.95 of Division 20 of the Health and Safety Code and the regulations promulgated under these chapters.

“California Facilities” means the Wal-Mart and Sam’s Club retail stores, distribution centers, and other Wal-Mart owned or leased facilities in the State of California listed in the attached **Exhibit A**.

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

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

“Wal-Mart Facilities” means the California Facilities and any additional Wal-Mart or Sam’s Club retail store, distribution center, or other facility that Wal-Mart opens in California.

2. JURISDICTION

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

3. SETTLEMENT OF DISPUTED CLAIMS

This Consent Judgment is not an admission by Wal-Mart regarding any issue of law or fact in the above-captioned matter or any violation of any law. The Parties enter into this Consent Judgment pursuant to a compromise and settlement of disputed claims, as set forth in the Complaint, for the purpose of furthering the public interest. Both Parties have stipulated and consented to the entry of this Consent Judgment prior to the taking of any proof, and without trial

1 or adjudication of any fact or law herein. The Parties also waive their right to appeal.

2 **4. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS,**
3 **COSTS, AND SUPPLEMENTAL ENVIRONMENTAL COMPLIANCE MEASURES**

4 Wal-Mart shall pay a total amount of \$24,681,325 (twenty four million six hundred eighty
5 one thousand three hundred twenty five dollars) to the People as civil penalties, as funding for the
6 supplemental environmental projects, and as reimbursement of costs of investigation and
7 enforcement as set forth in paragraphs 4.1 through 4.3 and 4.5 through 4.6 below. On entry of
8 this Consent Judgment, Wal-Mart shall, within ten days of entry of the Court's order approving of
9 this Consent Judgment, deliver all required payments to the District Attorney's Office for the
10 County of San Diego, attention Karen I. Doty, Deputy District Attorney, for distribution pursuant
11 to the terms of this Consent Judgment.

12 **4.1 Civil Penalties**

13 Wal-Mart shall pay \$7,440,000 (seven million four hundred forty thousand dollars) as civil
14 penalties pursuant to section 17206 of the Business and Professions Code, and \$12,560,000
15 (twelve million five hundred sixty thousand dollars) as civil penalties pursuant to section 25515.2
16 of the Health and Safety Code, to the prosecuting agencies/regulatory agencies identified in, and
17 in accordance with the terms of, **Exhibit B**, attached.

18 **4.2 Supplemental Environmental Projects**

19 Wal-Mart shall pay \$3,000,000 (three million dollars) for supplemental environmental
20 projects identified in, and in accordance with the terms of, **Exhibit C**, attached.

21 **4.3 Reimbursement of Costs of Investigation and Enforcement**

22 Wal-Mart shall pay \$1,681,325 (one million six hundred eighty one thousand three hundred
23 twenty five dollars), for reimbursement of attorney's fees, costs of investigation, and other costs
24 of enforcement, to the entities identified in, and in accordance with the terms of, **Exhibit D**,
25 attached.

26 **4.4 Supplemental Environmental Compliance Measures**

27 Wal-Mart will also expend (over five years) at least \$3,000,000 (three million dollars) for
28 the supplemental environmental compliance measures identified in, and in accordance with the

1 terms of, **Exhibit E.** attached.

2 **4.5 Copy of Payments to Plaintiff's Representatives**

3 Wal-Mart shall send an electronic confirmation of any payment made by wire transfer to
4 each of the People's representatives identified in paragraph 8 at the time of payment.

5 **4.6 Late Payments**

6 Wal-Mart shall be liable for a stipulated civil penalty of \$10,000.00 for each day that any
7 payment required pursuant to paragraphs 4.1 through 4.3 is late.

8 **5. INJUNCTIVE RELIEF**

9 Pursuant to the provisions of Health and Safety Code sections 25181, 25299.01, and 25516,
10 and Business and Professions Code section 17203, but subject to Paragraph 24 below, Wal-Mart
11 is permanently enjoined to comply with Chapters 6.5, 6.7, and 6.95 of Division 20 of the Health
12 and Safety Code and the regulations promulgated under these chapters, at the Wal-Mart Facilities.
13 Failure to comply with this injunction and the specific additional injunctive provisions that follow
14 may subject Wal-Mart to sanctions, including, but not limited to, contempt and additional
15 penalties. Paragraph 15 below applies to any application or motion for failure to comply with the
16 injunctive provisions of this Consent Judgment.

17 **5.1 Specific Injunctive Provisions:**

18 5.1.a. Wal-Mart shall not dispose, or cause the disposal of, hazardous waste to drains,
19 sinks, or toilets at a Wal-Mart Facility, onto the surface or subsurface of the ground at any
20 unauthorized location, at a landfill or transfer station not authorized to receive hazardous waste,
21 or at any other unauthorized point in violation of Chapter 6.5 of Division 20 of the Health and
22 Safety Code.

23 5.1.b. Wal-Mart shall determine, at each Wal-Mart Facility, whether each item returned by
24 a customer to that facility is a waste and if so, is a "hazardous waste" as required by California
25 Code of Regulations, title 22, section 66262.11.

26 5.1.c. Wal-Mart shall also determine, at each Wal-Mart Facility, whether each waste
27 generated at that facility as a result of spills, container breakage or other means, is a "hazardous
28 waste" as required by California Code of Regulations, title 22, section 66262.11.

1 5.1.d. Wal-Mart shall handle any hazardous waste identified pursuant to paragraphs 5.1.b.
2 and 5.1.c in accordance with the requirements of Chapter 6.5 of the Health and Safety Code and
3 its implementing regulations in the California Code of Regulations, title 22.

4 5.1.e. Wal-Mart shall not transport hazardous waste on its own truck fleet unless it holds a
5 valid registration to do so, as required by Health and Safety Code section 25163. Wal-Mart shall
6 also not transfer custody of a hazardous waste to a transporter who does not hold valid
7 registration under Health and Safety Code section 25163.

8 5.1.f. Wal-Mart shall not transport items that would be considered hazardous in California
9 pursuant to chapter 11 of Title 22, Division 4.5 of the California Code of Regulations, in the State
10 of California as part of its “reverse logistics” process to centralize the management of returned
11 items at Wal-Mart Return Centers, unless Wal-Mart has a contractual agreement or general
12 practice¹ providing for the return of the item to the manufacturer, or the item may be donated,
13 resold, reused, or recycled in a manner that does not constitute discard pursuant to California
14 Code of Regulations, Title 22, section 66261.2.

15 5.1.g. Wal-Mart shall properly and timely dispose of accumulated hazardous waste at each
16 Wal-Mart Facility at least once every ninety (90) days, and shall timely cause to be filed its
17 hazardous waste manifests with the Department of Toxic Substances Control (“DTSC”), as
18 provided by Health & Safety Code section 25160(b)(3) and California Code of Regulations, Title
19 22, section 66262.23, or timely notify the DTSC of the treatment, storage, or disposal facility’s
20 failure to return an executed manifest.

21 5.1.h. Wal-Mart shall conduct weekly inspections of hazardous waste storage areas at each
22 Wal-Mart Facility, as required by California Code of Regulations, Title 22, sections 66262.34 and
23 66265.174.

24 5.1.i. Wal-Mart shall treat discarded or no longer usable non-empty aerosol cans either: (i)
25 as universal waste as required by California Code of Regulations, Title 22, Chapter 23, section

26 ¹ “General practice” refers to those circumstances where there is no contractual agreement
27 between a vendor and Wal-Mart regarding disposition of a returned item, or where a vendor with
28 such a contractual agreement with Wal-Mart changes the disposition of an item without formally
changing the entire agreement.

1 66273.1 et seq.; or (ii) as hazardous waste. This includes, without limitation, returned non-empty
2 aerosol cans without actuators that are discarded or no longer usable.

3 5.1.j. Wal-Mart shall comply with employee training obligations as required by California
4 Code of Regulations, Title 22, section 66265.16, pertaining to handling of hazardous waste,
5 including, but not limited to, the requirement to maintain for a period of three years training
6 documentation for each employee involved in hazardous waste handling at each Wal-Mart
7 Facility. The employee training shall include a description of the requirements set forth in the
8 injunctive provisions of this Consent Judgment.

9 5.1.k. Wal-Mart shall have in place at all times a hazardous waste contingency plan and
10 emergency procedures for each Wal-Mart Facility, as required by California Code of Regulations,
11 Title 22, sections 66265.51 through 66265.56.

12 5.1.l. Wal-Mart shall, at each Wal-Mart Facility, implement, maintain, and submit to the
13 administering agency (as defined in Health and Safety Code sections 25501 and 25502), a
14 complete hazardous materials business plan, as required by Health and Safety Code sections
15 25504 and 25505 and California Code of Regulations, Title 19, section 2729. Such hazardous
16 materials business plan shall include procedures for emergency response to a release or threatened
17 release of hazardous materials as required by Health and Safety Code section 25503.5. Such plan
18 shall also include an employee training program that meets the requirements of Health and Safety
19 Code section 25504(a) and (c), and California Code of Regulations, Title 19, section 2732.

20 5.1.m. Wal-Mart shall operate its existing tanks in vaults in accordance with the
21 requirements of Chapter 6.7 of the Health and Safety Code, unless exempt under Health and
22 Safety Code section 25283.5 in accordance with the following criteria: (1) all exterior surfaces of
23 the tank, including connected piping, and the floor directly beneath the tank, can be monitored by
24 direct viewing, (2) the tank has secondary containment or the structure in which the tank is
25 located is constructed in such a manner that the structure provides for secondary containment of
26 the contents of the tank, as determined by the local agency designated pursuant to Section 25283,
27 (3) the owner or operator conducts weekly inspections of the tank and maintains a log of the
28 inspection results for review by the local agency designated pursuant to Section 25283, as

1 requested by the local agency and (4) the local agency designated pursuant to Section 25283
2 determines without objection from the State Water Resources Control Board that the UST meets
3 requirements that are equal to or more stringent than those imposed by Chapter 6.7 of the Health
4 & Safety Code. Any tanks in vaults installed by Wal-Mart after January 21, 2009 shall comply
5 with the nineteen points specified in the January 21, 2009 State Water Resources Control Board
6 Letter to Robert Rapista of the San Diego Certified Unified Program Agency regarding the Wal-
7 Mart Poway, California Store or as otherwise separately approved by the State Water Resources
8 Control Board or local agency staff. Notwithstanding Section 12 of this Judgment, Wal-Mart
9 may comply with any statutory, regulatory or agency clarifications with regard to the
10 management of tanks in vaults that are less stringent than this provision, without seeking leave of
11 court.

12 5.1.n. Wal-Mart shall immediately report any release or threatened release of a hazardous
13 material from any Wal-Mart Facility into the environment as required by Health and Safety Code
14 sections 25507 and 25501.

15 **6. ENFORCEMENT OF CONSENT JUDGMENT AND PENALTIES**

16 The People may move this Court for additional relief for any violation of any provision of
17 this Consent Judgment, including but not limited to contempt, additional injunctive provisions, or
18 additional penalties consistent with the provisions of this Consent Judgment. Nothing in this
19 paragraph shall limit any rights of the People to seek any other relief or remedies provided by
20 law, or the rights of Wal-Mart to defend against any request of the People for such other relief or
21 remedies.

22 **7. MATTERS COVERED BY THIS CONSENT JUDGMENT**

23 7.1 This Consent Judgment is a final and binding resolution and settlement of all claims,
24 violations or causes of action expressly alleged by the People in the Complaint regarding the
25 California Facilities. The matters described in the previous sentence are "Covered Matters." Any
26 claim, violation, or cause of action that is not a Covered Matter is a "Reserved Claim." Reserved
27 Claims include, without limitation, any violation that occurs after February 22, 2010, and any
28 claim, violation, or cause of action against Wal-Mart's independent contractors or subcontractors.

1 The People reserve the right to pursue any Reserved Claim, and Wal-Mart reserves its defenses
2 against any Reserved Claim.

3 7.2 Notwithstanding any other provision of the Consent Judgment, any claims or causes of
4 action against Wal-Mart for performance of cleanup, corrective action, or response action for any
5 actual past or future releases, spills, or disposals of hazardous waste, hazardous materials, or
6 hazardous substances at locations at or from its California Facilities; or claims or causes of action
7 relating to Wal-Mart's disposal of hazardous wastes, hazardous materials, or hazardous
8 substances that are discovered by the People after execution of this Agreement are not Covered
9 Matters.

10 7.3 In any subsequent action that may be brought by the People based on any Reserved
11 Claim, Wal-Mart agrees that it will not assert that failing to pursue the Reserved Claims as part of
12 this action constitutes claim-splitting.

13 7.4 In the event that litigation is filed by an entity that is not a party to this action against
14 Wal-Mart arising out of or related to a Covered Matter, Wal-Mart may, within 30 days following
15 service of such litigation upon Wal-Mart, notify the People of such litigation. Upon such timely
16 notice, the People will appear in person or in writing (at the People's discretion) in such
17 subsequent litigation to explain the effect of this Final Judgment on such litigation. If the People
18 determine that the subsequent litigation is barred by the principles in this paragraph, the People
19 will support Wal-Mart in arguing that the subsequent litigation is barred by the principle of *res*
20 *judicata*.

21 7.5 The provisions of paragraph 7.1 are effective on the date of entry of the Consent
22 Judgment. The continuing effect of paragraph 7.1 is expressly conditioned on Wal-Mart's full
23 payment of the amounts due under this Consent Judgment.

24 7.6 Paragraph 7.1 does not limit the ability of the People to enforce the terms of the
25 Consent Judgment.

26 7.7 Wal-Mart covenants not to pursue any civil or administrative claims against the People
27 or against any agencies of the State of California, any counties in the State of California or any
28 CUPA, Participating Agency or local agency, or against their officers, employees,

1 representatives, agents or attorneys arising out of or related to any Covered Matter.

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

10 **8. NOTICE**

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

12 For the People:

13 Thomas G. Heller
14 Deputy Attorney General
15 Office of the Attorney General
16 300 South Spring Street, Suite 1702
17 Los Angeles, CA 90013

18 AND

19 Karen I. Doty
20 Deputy District Attorney
21 Office of the District Attorney
22 330 W. Broadway, Suite 750
23 San Diego, CA 91201

24 For Wal-Mart:

25 Karen Roberts
26 Senior Vice President and Chief Compliance Officer
27 702 S.W. 8th Street
28 Bentonville, AR 72716-0215

With copies to:

Thomas J.P. McHenry
Gibson, Dunn & Crutcher, LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197

1 Any Party may change its notice name and address by informing the other party in writing,
2 but no change is effective until it is received. All notices and other communications required or
3 permitted under this Consent Judgment that are properly addressed as provided in this paragraph
4 are effective upon delivery if delivered personally or by overnight mail, or are effective five (5)
5 days following deposit in the United States mail, postage prepaid, if delivered by mail.

6 **9. EFFECT OF CONSENT JUDGMENT**

7 Except as expressly provided in this Consent Judgment, nothing in this Consent Judgment
8 is intended nor shall it be construed to preclude the People, or any state, county, or local agency,
9 department, board or entity, or any CUPA from exercising its authority under any law, statute or
10 regulation. Except as expressly provided in this Consent Judgment, Wal-Mart retains all of its
11 defenses to the exercise of the aforementioned authority.

12 **10. LIABILITY OF THE PEOPLE**

13 The People shall not be liable for any injury or damage to persons or property resulting
14 from acts or omissions by Wal-Mart, its directors, officers, employees, agents, representatives or
15 contractors, in carrying out activities pursuant to this Consent Judgment, nor shall the People be
16 held as a party to or guarantor of any contract entered into by Wal-Mart, its directors, officers,
17 employees, agents, representatives or contractors, in carrying out the requirements of this Consent
18 Judgment.

19 **11. NO WAIVER OF RIGHT TO ENFORCE**

20 The failure of the People to enforce any provision of this Consent Judgment shall neither be
21 deemed a waiver of such provision nor in any way affect the validity of this Consent Judgment.
22 The failure of the People to enforce any such provision shall not preclude it from later enforcing
23 the same or any other provision of this Consent Judgment, subject to Paragraph 24. Except as
24 expressly provided in this Consent Judgment Wal-Mart retains all defenses allowed by law to any
25 such later enforcement. No oral advice, guidance, suggestions or comments by employees or
26 officials of any Party regarding matters covered in this Consent Judgment shall be construed to
27 relieve any Party of its obligations under this Consent Judgment.
28

1 **12. FUTURE REGULATORY CHANGES**

2 Nothing in this Consent Judgment shall excuse Wal-Mart from meeting any more stringent
3 requirements that may be imposed by applicable law or by any changes in the applicable law. To
4 the extent future statutory and regulatory changes make Wal-Mart's obligations less stringent
5 than those provided for in this Consent Judgment, Wal-Mart may apply to this Court on noticed
6 motion for modification of those obligations contained herein.

7 **13. APPLICATION OF CONSENT JUDGMENT**

8 This Consent Judgment shall apply to and be binding upon the People and upon Wal-Mart
9 and its officers, managers, employees, agents, successors and assigns.

10 **14. AUTHORITY TO ENTER CONSENT JUDGMENT**

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

14 **15. CONTINUING JURISDICTION**

15 The court shall retain continuing jurisdiction to enforce the terms of this Consent Judgment
16 and to address any other matters arising out of or regarding this Consent Judgment. The Parties
17 shall meet and confer at least ten days prior to the filing of any application or motion relating to
18 this Consent Judgment, and shall negotiate in good faith in an effort to resolve any dispute
19 without judicial intervention; provided, however, that the ten day period referenced above shall be
20 shortened to five days regarding any alleged violation of paragraph 5.1.a of this Consent
21 Judgment. If the Parties are unable to resolve their dispute after meet and confer discussions,
22 either Party may move this Court seeking a resolution of that dispute by the Court.

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

24 On reasonable notice, Wal-Mart shall permit any duly authorized representative of the
25 People to inspect and copy Wal-Mart's records and documents to determine whether Wal-Mart is
26 in compliance with the terms of this Consent Judgment. Nothing in this paragraph is intended to
27 require access to or production of any documents that are protected from production or disclosure
28 by the attorney-client privilege, attorney work product doctrine, any other applicable privilege,

1 defenses, exemptions, or immunities afforded to Wal-Mart under applicable law, nor does it
2 waive any of the objections or defenses to which Wal-Mart would be entitled in responding to
3 requests for documents made by subpoena or other formal legal process or discovery. This
4 obligation shall not require Wal-Mart to alter its normal document retention policies (including
5 but not limited to policies regarding backup tapes for electronic documents); provided, however,
6 that Wal-Mart's policies must comply with Health and Safety Code Chapter 6.5 and California
7 Code of Regulations, Title 22. Nothing in this paragraph is intended to limit the authority of any
8 governmental agency to inspect Wal-Mart or Wal-Mart records and documents under applicable
9 law.

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

11 Wal-Mart shall pay its own attorney fees, expert witness fees and costs and all other costs
12 of litigation and investigation incurred to date.

13 **18. INTERPRETATION**

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

17 **19. COUNTERPART SIGNATURES**

18 This Consent Judgment may be executed by the Parties in counterpart.

19 **20. ENTRY AFTER NOTICED MOTION**

20 The Parties seek approval of this Consent Judgment on noticed motion and have requested
21 that the court make a determination that the Consent Judgment is fair and in the public interest.

22 **21. INTEGRATION**

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

26 **22. MODIFICATION OF CONSENT JUDGMENT**

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

1 **23. STATUS REPORTS**

2 Beginning six months after entry of this Consent Judgment, for as long as this Consent
3 Judgment remains in effect, Wal-Mart shall submit a semi-annual status report to the People's
4 representatives listed in Section 8 above. The status report shall: briefly summarize the actions
5 that Wal-Mart has taken at the corporate level related to California and the Wal-Mart Facilities
6 during the previous six months in order to comply with its obligations under this Consent
7 Judgment; disclose and provide copies of any notices of violation that Wal-Mart has received
8 pertaining to environmental matters in the State of California, and disclose any corrective
9 measures taken as a result; and set forth any penalties Wal-Mart has paid to any governmental
10 agency for noncompliance with any environmental statute or regulation arising from Wal-Mart's
11 business operations in California. Each status report shall be signed by an Officer of Wal-Mart
12 under penalty of perjury that to the best of his or her knowledge the information contained therein
13 is true and correct.

14 Beginning one year after entry of this Consent Judgment, for as long as this Consent
15 Judgment remains in effect, Wal-Mart shall, at the People's request, on an annual basis, meet to
16 describe to the People's representatives the status of the reverse logistics program and compliance
17 with Paragraph 5.1.f of this Judgment.

18 **24. TERMINATION OF CONSENT JUDGMENT**

19 At any time after this Consent Judgment has been in effect for five (5) years, and Wal-Mart
20 has paid any and all amounts due under the Consent Judgment, Wal-Mart may file a motion
21 requesting a Court order that the permanent injunctive provisions of Paragraphs 5 and 5.1 shall
22 have no prospective force or effect based on Wal-Mart's demonstrated history of compliance with
23 the Consent Judgment. If the People agree that Wal-Mart has substantially complied with the
24 obligations set forth in the Consent Judgment, the People will file a statement of non-opposition
25 to Wal-Mart's motion. If the People disagree, the People will file an opposition setting forth the
26 People's reasoning and will recommend that the Consent Judgment, including the injunctive
27 provisions, remain in effect. Within thirty (30) days of the filing of Wal-Mart's motion, the
28 People will file either a statement of non-opposition, or an opposition, and within forty-five (45)

1 days of the filing of Wal-Mart's motion, Wal-Mart may file a reply. The Parties agree that the
2 Court may grant Wal-Mart's request upon determining that Wal-Mart has substantially complied
3 with the obligations set forth in the Consent Judgment.
4

5 **IT IS SO STIPULATED.**

6 Dated: 4-1-10
7

Respectfully Submitted,
8 EDMUND G. BROWN JR.
Attorney General of California
9 DON ROBINSON
Supervising Deputy Attorney General
10



11 By: THOMAS G. HELLER
12 Deputy Attorney General
13 *Attorneys for Plaintiff*

14 Dated: 3-24-10
15

Respectfully Submitted,
16 STEVE COOLEY, District Attorney
of the County of Los Angeles
17



18 By: DANIEL J. WRIGHT
19 Deputy District Attorney
20 *Attorneys for Plaintiff*
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Dated: March 19, 2010

Respectfully Submitted,
DEAN D. FLIPPO, District Attorney
of the County of Monterey



By: ANNE M. MICHAELS
Managing Deputy District Attorney
Attorneys for Plaintiff

Dated: March 24, 2010

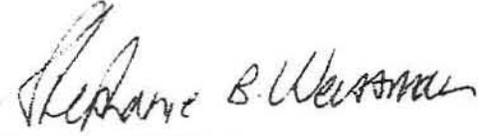
Respectfully Submitted,
TONY RACKAUCKAS, District Attorney
of the County of Orange



By: WILLIAM G. FALLON
Deputy District Attorney
Attorneys for Plaintiff

Dated: March 24, 2010

Respectfully Submitted,
ROD PACHECO, District Attorney
of the County of Riverside



By: STEPHANIE B. WEISSMAN
Supervising Deputy District Attorney
Attorneys for Plaintiff

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Dated: 3/19/10

Respectfully Submitted,

JAN SCULLY, District Attorney
of the County of Sacramento



By: DOUG WHALEY
Deputy District Attorney
Attorneys for Plaintiff

Dated: 3/22/2010

Respectfully Submitted,

MICHAEL A. RAMOS, District Attorney
of the County of San Bernardino



By: R. GLENN YABUNO
Deputy District Attorney
Attorneys for Plaintiff

Dated: March 24, 2010

Respectfully Submitted,

BONNIE M. DUMANIS, District Attorney
of the County of San Diego



By: KAREN I. DOTY
Deputy District Attorney
Attorneys for Plaintiff

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Dated: March 23, 2010

Respectfully Submitted,

JAMES P. WILLETT, District Attorney
of the County of San Joaquin

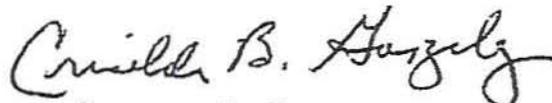


By: DAVID J. IREY
Supervising Deputy District Attorney
Attorneys for Plaintiff

Dated: March 23, 2010

Respectfully Submitted,

DAVID W. PAULSON, District Attorney
of the County of Solano



By: CRISELDA B. GONZALEZ
Senior Deputy District Attorney
Attorneys for Plaintiff

Dated: March 23, 2010

Respectfully Submitted,

STATEWIDE CIRCUIT PROSECUTOR/
DEPUTY DISTRICT ATTORNEY for the
following counties: Butte, El Dorado
Kings, Lake, Madera, Mendocino, Merced,
Sutter, Stanislaus and Tuolumne



By: MATTHEW C. MACLEAR
Deputy District Attorney
Attorneys for Plaintiff

1 Dated: 4/1/10

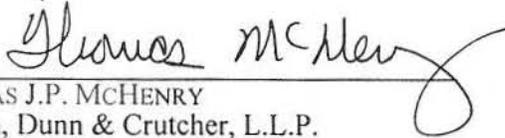
2 Respectfully Submitted,
3 WAL-MART STORES, INC.

4 

5 KIMBERLY SENTOVICH
6 Senior Vice President

7
8 APPROVED AS TO FORM:

9
10 Dated: April 1, 2010

11 

12 THOMAS J.P. MCHENRY
13 Gibson, Dunn & Crutcher, L.L.P.
14 333 South Grand Avenue
15 Los Angeles, CA 90071-3197
16 *Attorneys for Defendant Wal-Mart Stores, Inc.*

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Exhibit A

Exhibit A: Wal-Mart Stores, Inc. California Facilities

Facility No.	STREET ADDRESS	CITY	COUNTY	ZIP	TYPE*	DARK**
5426	40580 Albrae Street	Fremont	Alameda	94538	WM	
2989	44009 Osgood Road	Fremont	Alameda	94539	WM	
1972	2700 Las Positas Road	Livermore	Alameda	94550	WM	
5457	8400 Edgewater Drive	Oakland	Alameda	94621	WM	
2161	4501 Rosewood Drive	Pleasanton	Alameda	94588	WM	
2648	1919 Davis Street	San Leandro	Alameda	94577	WM	
5434	15555 Hesperian Blvd.	San Leandro	Alameda	94579	WM	
2031	30600 Dyer Street	Union City	Alameda	94587	WM	
2054	10355 Wicklow Way	Martell	Amador	95642	WM	
2044	2044 Forest Avenue	Chico	Butte	95928	WM	
1575	355 Oro Dam Blvd	Oroville	Butte	95965	WM	
2697	4893 Lone Tree Way	Antioch	Contra Costa	94509	WM	
6612	1225 Concord Avenue	Concord	Contra Costa	94520	SC	
1615	2203 Loveridge Road	Pittsburg	Contra Costa	94565	WM	
3455	1400 Hilltop Mall Road	Richmond	Contra Costa	94806	WM	
3493	1021 Arnold Drive	Martinez	Contra Costa	94553	WM	
1910	900 E Washington Blvd.	Crescent City	Del Norte	95531	WM	
2418	4300 Missouri Flat Road	Placerville	El Dorado	95667	WM	
2277	323 West Shaw Avenue	Clovis	Fresno	93612	WM	
2985	7065 North Ingram Ave.	Fresno	Fresno	93650	WM	
4238	2761 Jensen Ave	Sanger	Fresno	93657	WM	
	2951 S. Angus	Fresno	Fresno	93706	Storage	
1815	3680 West Shaw Ave.	Fresno	Fresno	93711	WM	
4704	7663 N. Blackstone Ave.	Fresno	Fresno	93720	SC	
2001	5125 East Kings Canyon	Fresno	Fresno	93727	WM	
1882	3400 Floral Avenue	Selma	Fresno	93662	WM	
2053	470 Airport Avenue	Willows	Glenn	95988	WM	
5335	250 Wildcat Drive	Brawley	Imperial	92227	WM	
1859	2540 Rockwood Avenue	Calexico	Imperial	92231	WM	
1555	2150 N. Waterman Ave.	El Centro	Imperial	92243	WM	
	2050 N. Imperial Avenue	El Centro	Imperial	92243	WM	Dark
1624	2601 Fashion Place	Bakersfield	Kern	93306	WM	
1574	6225 Colony Street	Bakersfield	Kern	93307	WM	
	2300 White Lane	Bakersfield	Kern	93307	WM	Dark
2557	8400 Rosedale Hwy	Bakersfield	Kern	93312	WM	
4819	5625 Gosford Road	Bakersfield	Kern	93313	SC	
5134	5075 Gosford Road	Bakersfield	Kern	93313	WM	
1600	911 S. China Lake Blvd.	Ridgecrest	Kern	93555	WM	

Facility No.	STREET ADDRESS	CITY	COUNTY	ZIP	TYPE*	DARK**
1645	250 South 12 th Ave.	Hanford	Kings	93230	WM	
	1750 West Lacey Blvd.	Hanford	Kings	93230	WM	Dark
1979	15960 Dam Road	Clearlake	Lake	95422	WM	
1616	2900 Main Street	Susanville	Lassen	96130	WM	
3477	7250 Carson Blvd.	Long Beach	Los Angeles	90808	WM	
3522	3250 Big Dalton Avenue	Baldwin Park	Los Angeles	91706	WM	
2082	12701 Towne Center Dr.	Cerritos	Los Angeles	90703	WM	
2251	17150 East Gale Avenue	City of Industry	Los Angeles	91745	WM	
6611	17835 E. Gale Avenue	City of Industry	Los Angeles	91748	SC	
2292	1275 North Azusa Ave.	Covina	Los Angeles	91722	WM	
2401	1600 S Mountain Avenue	Duarte	Los Angeles	91010	WM	
6614	4901 Santa Anita Ave.	El Monte	Los Angeles	91731	SC	
6617	1399 W. Artesia Blvd.	Gardena	Los Angeles	90248	SC	
1941	1950 Auto Center Drive	Glendora	Los Angeles	91740	WM	
6240	1301 S. Lone Hill Ave	Glendora	Los Angeles	91740	SC	
2609	2770 Carson Street	Lakewood	Los Angeles	90712	WM	
1563	44665 Valley Central Way	Lancaster	Los Angeles	93534	WM	
2951	1731 East Avenue J	Lancaster	Los Angeles	93535	WM	
2960	4101 S. Crenshaw Blvd.	Los Angeles	Los Angeles	90008	WM	
2949	151 East 5 th Street	Long Beach	Los Angeles	90802	WM	
6613	7480 Carson Blvd.	Long Beach	Los Angeles	90808	SC	
5164	11729 Imperial Highway	Norwalk	Los Angeles	90650	WM	
2110	14501 Lakewood Blvd.	Paramount	Los Angeles	90723	WM	
2568	8333 Van Nuys Blvd.	Panorama City	Los Angeles	91402	WM	
1660	40130 10 th Street West	Palmdale	Los Angeles	93551	WM	
4767	39940 10 th Street West	Palmdale	Los Angeles	93551	SC	
2950	37140 47 th Street East	Palmdale	Los Angeles	93552	WM	
2886	8500 Washington Blvd.	Pico Rivera	Los Angeles	90660	WM	
2526	19821 Rinaldi Street	Porter Ranch	Los Angeles	91326	WM	
2288	80 Rio Rancho Road	Pomona	Los Angeles	91766	WM	
5154	1827 Walnut Grove Blvd.	Rosemead	Los Angeles	91770	WM	
2948	13310 Telegraph Road	Santa Fe Springs	Los Angeles	90670	WM	
6625	12920 Foothill Blvd.	San Fernando	Los Angeles	91340	SC	
3523	26471 Carl Boyer Drive	Santa Clarita	Los Angeles	91350	WM	

Facility No.	STREET ADDRESS	CITY	COUNTY	ZIP	TYPE*	DARK**
4824	26468 Carl Boyer Drive	Santa Clarita	Los Angeles	91350	SC	
5162	27931 Kelly Johnson Pkwy.	Santa Clarita	Los Angeles	91355	WM	
6626	5871 Firestone Blvd.	South Gate	Los Angeles	90280	SC	
2297	25450 The Old Road.	Stevenson Ranch	Los Angeles	91381	WM	
5072	19503 S. Normandie Ave.	Torrance	Los Angeles	90501	WM	
6628	2601 Skypark Drive	Torrance	Los Angeles	90505	SC	
5152	6433 Fallbrook Avenue	West Hills	Los Angeles	91307	WM	
1583	1977 W. Cleveland Ave.	Madera	Madera	93637	WM	
	2825 Falcon Drive	Madera	Madera	93637	Storage	
2052	1155 Airport Park Blvd.	Ukiah	Mendocino	95482	WM	
2117	1575 W. Pacheco Blvd.	Los Banos	Merced	93635	WM	
2039	3055 Loughborough Dr.	Merced	Merced	95348	WM	
	1985 Olive Avenue	Merced	Merced	95348	Storage	
4488	150 Beach Road	Marina	Monterey	93933	WM	
2458	1375 North Davis Road	Salinas	Monterey	93907	WM	
2925	681 Lincoln Avenue	Napa	Napa	94559	WM	
2242	440 North Euclid Street	Anaheim	Orange	92801	WM	
2523	2595 East Imperial Hwy	Brea	Orange	92821	WM	
5032	8450 La Palma Avenue	Buena Park	Orange	90620	WM	
2218	26502 Towne Center Dr.	Foothill Ranch	Orange	92610	WM	
6615	17099 Brookhurst Street	Fountain Valley	Orange	92708	SC	
6616	629 S Placentia Avenue	Fullerton	Orange	92831	SC	
2636	8230 Talbert Avenue	Huntington Beach	Orange	92646	WM	
6618	16555 Von Karman Ave.	Irvine	Orange	92606	SC	Dark
2206	27470 Alicia Pkwy.	Laguna Niguel	Orange	92677	WM	
3248	1340 South Beach Blvd.	La Habra	Orange	90631	WM	
4735	1390 South Beach Blvd.	La Habra	Orange	90631	SC	
2546	2300 North Tustin Street	Orange	Orange	92865	WM	
2517	3600 W. Mcfadden Ave.	Santa Ana	Orange	92704	WM	
	1932 East Deere Ave.	Santa Ana	Orange	92705	Office	
2527	951 Avenida Pico	San Clemente	Orange	92673	WM	
6627	12540 Beach Blvd.	Stanton	Orange	90680	SC	
2495	13331 Beach Blvd.	Westminster	Orange	92683	WM	
1988	900 Pleasant Grove Blvd.	Roseville	Placer	95678	WM	
3587	1400 Lead Hill Blvd.	Roseville	Placer	95661	WM	

Facility No.	STREET ADDRESS	CITY	COUNTY	ZIP	TYPE*	DARK**
6621	904 Pleasant Grove Blvd.	Roseville	Placer	95678	SC	
	384 N. Sunrise Blvd.	Roseville	Placer	95678	SC	Dark
7033	21101 Johnson Road	Apple Valley	Riverside	92307	DC	
5156	1540 East 2 nd Street	Beaumont	Riverside	92223	WM	
1912	479 N Mckinley St.	Corona	Riverside	92879	WM	
2842	1290 East Ontario Ave.	Corona	Riverside	92881	WM	
4709	1375 East Ontario Ave.	Corona	Riverside	92882	SC	
1853	1231 S. Sanderson Ave.	Hemet	Riverside	92545	WM	
1805	79295 Highway 111	La Quinta	Riverside	92253	WM	
	78950 Highway 111	La Quinta	Riverside	92253	WM	Dark
4941	79315 Highway 111	La Quinta	Riverside	92253	SC	Dark
2077	31700 Grape Street	Lake Elsinore	Riverside	92530	WM	
5193	12721 Moreno Beach Dr.	Moreno Valley	Riverside	92555	WM	
2952	41200 Murrieta Hot Springs Rd.	Murrieta	Riverside	92562	WM	
4822	40500 Murrieta Hot Springs Rd.	Murrieta	Riverside	92563	SC	
5096	34500 Monterey Avenue	Palm Desert	Riverside	92260	WM	
6609	34220 Monterey Avenue	Palm Desert	Riverside	92260	SC	
1832	5601 East Ramon Road	Palm Springs	Riverside	92262	WM	
1747	2560 North Perris Blvd.	Perris	Riverside	92571	WM	
1899	2663 Canyon Springs Pkwy.	Riverside	Riverside	92507	WM	
2028	5200 Van Buren Blvd.	Riverside	Riverside	92503	WM	
6378	6363 Valley Springs Pkwy	Riverside	Riverside	92507	SC	
5425	1861 S. San Jacinto Ave.	San Jacinto	Riverside	92583	WM	
2708	32225 Highway 79 South	Temecula	Riverside	92592	WM	
1881	7901 Watt Avenue	Antelope	Sacramento	95843	WM	
3712	7010 Auburn Blvd.	Citrus Heights	Sacramento	95621	WM	
4799	7147 Greenback Lane	Citrus Heights	Sacramento	95621	SC	
2457	10655 Folsom Blvd.	Rancho Cordova	Sacramento	95670	WM	
1697	8465 Elk Grove Blvd.	Elk Grove	Sacramento	95758	WM	
1760	1018 Riley Street	Folsom	Sacramento	95630	WM	
6620	2495 Iron Point Rd #11	Folsom	Sacramento	95630	SC	
	4675 Watt Ave.	North Highland	Sacramento	95660	Storage	
4309	8961 Greenback Lane	Orangevale	Sacramento	95662	WM	

Facility No.	STREET ADDRESS	CITY	COUNTY	ZIP	TYPE*	DARK**
2598	3661 Truxel Road	Sacramento	Sacramento	95833	WM	
2735	6051 Florin Road	Sacramento	Sacramento	95823	WM	
	4420 Florin Road	Sacramento	Sacramento	95823	WM	Dark
4760	3671 N. Freeway Blvd.	Sacramento	Sacramento	95834	SC	Dark
5192	5821 Antelope Road	Sacramento	Sacramento	95842	WM	
5230	3460 El Camino Avenue	Sacramento	Sacramento	95821	WM	
6622	8250 Power Inn Road	Sacramento	Sacramento	95828	SC	
	7660 Stockton Blvd.	Sacramento	Sacramento	95828	SC	Dark
6623	3360 El Camino Avenue	Sacramento	Sacramento	95821	SC	
2333	20251 Hwy 18	Apple Valley	San Bernardino	92307	WM	
1879	621 Montara Road	Barstow	San Bernardino	92311	WM	
3464	3943 Grand Avenue	Chino	San Bernardino	91710	WM	
6610	3951 Grand Avenue	Chino	San Bernardino	91710	SC	
1692	1120 S. Mt. Vernon Ave.	Colton	San Bernardino	92324	WM	
1756	17251 Foothill Blvd.	Fontana	San Bernardino	92335	WM	
1914	4210 East Highland Ave.	Highland	San Bernardino	92346	WM	
6619	951 North Milliken	Ontario	San Bernardino	91764	SC	
	8915 Monte Vista Ave. Montclair Towne Square S/C	Ontario	San Bernardino	91763	SC	Dark
1922	12549 Foothill Blvd.	Rancho Cucamonga	San Bernardino	91739	WM	
1693	2050 W. Redlands Blvd.	Redlands	San Bernardino	92374	WM	
1862	1610 S. Riverside Ave.	Rialto	San Bernardino	92376	WM	
3276	4001 Hallmark Parkway	San Bernardino	San Bernardino	92407	WM	
6624	1055 Harriman Place	San Bernardino	San Bernardino	92408	SC	
	895 E. Harriman	San Bernardino	San Bernardino	92408	SC	Dark
1992	1540 W. Foothill Blvd.	Upland	San Bernardino	91786	WM	
1588	15272 Bear Valley Road	Victorville	San Bernardino	92395	WM	
1915	57980 29 Palms Hwy.	Yucca Valley	San Bernardino	92284	WM	
3516	1360 Eastlake Parkway	Chula Vista	San Diego	91915	WM	
5305	1150 Broadway	Chula Vista	San Diego	91911	WM	
2291	75 North Broadway	Chula Vista	San Diego	91910	WM	
2253	13487 Camino Canada	El Cajon	San Diego	92021	WM	
3524	605 Fletcher Parkway	El Cajon	San Diego	92020	WM	
5140	5500 Grossmont Center Dr.	La Mesa	San Diego	91942	WM	
5023	1200 Highland Avenue	National City	San Diego	91950	WM	

Facility No.	STREET ADDRESS	CITY	COUNTY	ZIP	TYPE*	DARK**
2245	705 College Blvd.	Oceanside	San Diego	92057	WM	
2494	2100 Vista Way	Oceanside	San Diego	92054	WM	
5075	3405 Marron Road	Oceanside	San Diego	92056	WM	
1700	13425 Community Road	Poway	San Diego	92064	WM	
1917	170 Town Center Pkwy.	Santee	San Diego	92071	WM	
2150	710 Dennery Road	San Diego	San Diego	92154	WM	
2177	3382 Murphy Canyon Rd	San Diego	San Diego	92123	WM	
2479	3412 College Ave.	San Diego	San Diego	92115	WM	
5338	4840 Shawline Street	San Diego	San Diego	92111	WM	
6235	6336 College Grove Way	San Diego	San Diego	92115	SC	
2094	1800 University Drive	Vista	San Diego	92083	WM	
6234	1900 University Drive	Vista	San Diego	92083	SC	Dark
3494	732 Center Drive	San Marcos	San Diego	92069	WM	
1789	2350 W. Kettleman Lane	Lodi	San Joaquin	95242	WM	
1840	1205 South Main Street	Manteca	San Joaquin	95337	WM	
1554	3223 East Hammer Lane	Stockton	San Joaquin	95212	WM	
	3702 East Hammer Lane	Stockton	San Joaquin	95212	WM	Dark
2025	3010 W Grant Line Road	Tracy	San Joaquin	95304	WM	
2556	1168 West Branch St.	Arroyo Grande	San Luis Obispo	93420	WM	
2099	180 Niblick Road	Paso Robles	San Luis Obispo	93446	WM	
	8000 Marina Blvd	Brisbana	San Mateo	94005	Office	
1989	701 W Central Avenue	Lompoc	Santa Barbara	93436	WM	
2507	2220 South Bradley	Santa Maria	Santa Barbara	93455	WM	
2002	7150 Camino Arroyo	Gilroy	Santa Clara	95020	WM	
2119	301 Ranch Drive	Milpitas	Santa Clara	95035	WM	
5766	170 Cochrane Plaza	Morgan Hill	Santa Clara	95037	WM	
2280	600 Showers Drive	Mountain View	Santa Clara	94040	WM	
2524	5502 Monterey Rd.	San Jose	Santa Clara	95138	WM	
5435	777 Story Road	San Jose	Santa Clara	95122	WM	
5133	5000 Rhonda Road	Anderson	Shasta	96007	WM	
2537	1515 Dana Drive	Redding	Shasta	96003	WM	
1630	1906 Fort Jones Road	Yreka	Siskiyou	96097	WM	
1651	7011 Main Street	American Canyon	Solano	94503	WM	
	5180 Sonoma Blvd.	American Canyon	Solano	94503	WM	Dark
5139	235 East Dorset Drive	Dixon	Solano	95620	WM	
2048	300 Chadbourne Road	Fairfield	Solano	94534	WM	
1704	1501 Helen Power Drive	Vacaville	Solano	95687	WM	
6433	1500 Helen Power Drive	Vacaville	Solano	95687	SC	

Facility No.	STREET ADDRESS	CITY	COUNTY	ZIP	TYPE*	DARK**
1755	4625 Redwood Drive	Rohnert Park	Sonoma	94928	WM	
2553	6650 Hembree Lane	Windsor	Sonoma	95492	WM	
1983	1670 Mitchell Road	Ceres	Stanislaus	95307	WM	
1587	2225 Plaza Parkway	Modesto	Stanislaus	95350	WM	
	1733 Morgan Road	Modesto	Stanislaus	95350	Storage	
5710	3848 McHenry Ave.	Modesto	Stanislaus	95350	WM	
1963	2111 Fulkerth Road	Turlock	Stanislaus	95380	WM	
1903	1150 Harter Road	Yuba City	Sutter	95993	WM	
6405	900 Walton Ave	Yuba City	Sutter	95993	SC	
1608	1025 South Main	Red Bluff	Tehama	96080	WM	
6026	10815 Hwy 99 West	Red Bluff	Tehama	96080	DC	
5394	770 West El Monte Way	Dinuba	Tulare	93618	WM	
1877	1250 W. Henderson Ave.	Porterville	Tulare	93257	WM	
6021	1300 South F Street	Porterville	Tulare	93257	DC	
2536	1110 E. Prosperity Ave.	Tulare	Tulare	93274	WM	
1826	1819 East Noble Avenue	Visalia	Tulare	93292	WM	
	1945 E. Noble Avenue	Visalia	Tulare	93292	Storage	
2030	1101 Sanguinetti Road	Sonora	Tuolumne	95370	WM	
2032	2001 North Rose Avenue	Oxnard	Ventura	93036	WM	
6455	2401 North Rose Ave	Oxnard	Ventura	93036	SC	
2621	255 Cochran Street	Simi Valley	Ventura	93065	WM	
3652	755 Riverpoint Court	West Sacramento	Yolo	95605	WM	
2190	1720 East Main Street	Woodland	Yolo	95776	WM	
5136	1131 North Beale Road	Marysville	Yuba	95901	WM	

* WM = Walmart Stores or Supercenters; SC = Sam's Club; DC = Distribution Center

** "Dark" refers to facilities that are no longer operational.

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Exhibit B

EXHIBIT B: PAYMENT OF CIVIL PENALTIES

Prosecutor's Office	Penalties Pursuant to Business and Professions Code §17200	Penalties Pursuant to Health and Safety Code §25515.2	Combined Total of Penalties
Alameda County District Attorney	\$ -	\$ 50,000.00	\$ 50,000.00
Amador County District Attorney	\$ 40,000.00	\$ -	\$ 40,000.00
Attorney General, State of Calif. *	\$ -	\$ 1,825,000.00	\$ 1,825,000.00
Butte County District Attorney	\$ -	\$ 40,000.00	\$ 40,000.00
Del Norte County District Attorney	\$ -	\$ 20,000.00	\$ 20,000.00
El Dorado County District Attorney	\$ 20,000.00	\$ -	\$ 20,000.00
Kings County District Attorney	\$ -	\$ 20,000.00	\$ 20,000.00
Lake County District Attorney	\$ 20,000.00	\$ -	\$ 20,000.00
Lassen County District Attorney	\$ -	\$ 20,000.00	\$ 20,000.00
Los Angeles County District Attorney	\$ 760,000.00	\$ 540,000.00	\$ 1,300,000.00
Madera County District Attorney	\$ 20,000.00	\$ -	\$ 20,000.00
Mendocino County District Attorney	\$ 20,000.00	\$ -	\$ 20,000.00
Merced County District Attorney	\$ -	\$ 20,000.00	\$ 20,000.00
Monterey County District Attorney	\$ 300,000.00	\$ 590,000.00	\$ 890,000.00
Orange County District Attorney	\$ 760,000.00	\$ 340,000.00	\$ 1,100,000.00
Placer County District Attorney	\$ -	\$ 40,000.00	\$ 40,000.00
Riverside County District Attorney **	\$ 1,735,000.00	\$ 90,000.00	\$ 1,825,000.00
Sacramento County District Attorney	\$ -	\$ 500,000.00	\$ 500,000.00
San Bernardino County District Attorney	\$ 720,000.00	\$ 600,000.00	\$ 1,320,000.00
San Diego County District Attorney	\$ 1,360,000.00	\$ 465,000.00	\$ 1,825,000.00
San Joaquin County District Attorney	\$ 700,000.00	\$ 965,000.00	\$ 1,665,000.00
Santa Clara County District Attorney	\$ -	\$ 40,000.00	\$ 40,000.00
Shasta County District Attorney	\$ 20,000.00	\$ -	\$ 20,000.00
Siskiyou County District Attorney	\$ 20,000.00	\$ -	\$ 20,000.00
Solano County District Attorney	\$ 790,000.00	\$ 100,000.00	\$ 890,000.00
Stanislaus County District Attorney	\$ 20,000.00	\$ -	\$ 20,000.00
Sutter County District Attorney	\$ 20,000.00	\$ -	\$ 20,000.00
Tehama County District Attorney	\$ 40,000.00	\$ -	\$ 40,000.00
Tuolumne County District Attorney	\$ 40,000.00	\$ -	\$ 40,000.00
Ventura County District Attorney	\$ 35,000.00	\$ 15,000.00	\$ 50,000.00
Total of Prosecutor Penalties	\$ 7,440,000.00	\$ 6,280,000.00	\$ 13,720,000.00

Regulatory Enforcement Office	Penalties Pursuant to Health and Safety Code §25515.2	Total of Civil Penalties Paid Pursuant to Health and Safety Code §25515.2
Amador Co. Environmental Health Dept.	\$ 40,000.00	\$ 40,000.00
Butte Co. Public Health Dept.	\$ 40,000.00	\$ 40,000.00
City of Anaheim Fire Dept.	\$ 25,000.00	\$ 25,000.00
City of Gilroy Chemical Control Program	\$ 50,000.00	\$ 50,000.00
Del Norte Co. Environmental Health Dept.	\$ 20,000.00	\$ 20,000.00
Dept. of Toxic Substances Control, State of Calif.	\$ 995,000.00	\$ 995,000.00
El Dorado Co. Environmental Mgmt. Dept.	\$ 20,000.00	\$ 20,000.00
Glenn Co. Environmental Health Dept.	\$ 20,000.00	\$ 20,000.00
Kings Co. Environmental Health Services	\$ 40,000.00	\$ 40,000.00
Lake Co. Division of Environmental Health	\$ 40,000.00	\$ 40,000.00
Lassen Co. Dept. of Environmental Health	\$ 20,000.00	\$ 20,000.00
Los Angeles Co. Fire Health Hazmat	\$ 505,000.00	\$ 505,000.00
Madera Co. Dept. of Environmental Health	\$ 40,000.00	\$ 40,000.00
Mendocino Co. Environmental Health Div.	\$ 40,000.00	\$ 40,000.00
Merced Co. Division of Environmental Health	\$ 40,000.00	\$ 40,000.00
Monterey Co. Environmental Health Div.	\$ 160,000.00	\$ 160,000.00
Orange Co. Health Care Agency-Env. Health	\$ 340,000.00	\$ 340,000.00
Placer Co. Environmental Health Division	\$ 40,000.00	\$ 40,000.00
Riverside Co. Dept. of Environmental Health	\$ 315,000.00	\$ 315,000.00
Sacramento Co. Environmental Mgmt. Dept.	\$ 620,000.00	\$ 620,000.00
San Bernardino Co. Div. of Enviro. Health Svcs.	\$ 620,000.00	\$ 620,000.00
San Diego Co. Dept. of Environmental Health	\$ 995,000.00	\$ 995,000.00
San Joaquin Co. Environmental Health Dept.	\$ 620,000.00	\$ 620,000.00
Shasta Co. Environmental Health Division	\$ 40,000.00	\$ 40,000.00
Siskiyou Co. Environmental Health Division	\$ 40,000.00	\$ 40,000.00
Solano Co. Environmental Health Services	\$ 365,000.00	\$ 365,000.00
Stanislaus Co. Dept. of Environ. Resources	\$ 40,000.00	\$ 40,000.00
Sutter Co. Environmental Health Services	\$ 20,000.00	\$ 20,000.00
Tehama Co. Environmental Health Dept.	\$ 40,000.00	\$ 40,000.00
Tuolumne Co. Environmental Health	\$ 40,000.00	\$ 40,000.00
Ventura Co. Environmental Health Dept.	\$ 15,000.00	\$ 15,000.00
Ventura Co. Oxnard Fire Dept.	\$ 35,000.00	\$ 35,000.00
Total of Regulatory Agency Penalties	\$ 6,280,000.00	\$ 6,280,000.00

* Pursuant to Paragraph 4.1, Wal-Mart shall pay the Attorney General penalties in the total amount of One Million Eight Hundred Twenty Five Thousand Dollars (\$1,825,000.00), of which One Million Eight Hundred Twenty Five Thousand Dollars (\$1,825,000.00) are for penalties pursuant to Health & Safety Code section 25515.2. Wal-Mart shall make the check payable to the "California Department of Justice-Litigation Deposit Fund." The check shall bear on its face the case name ("People v. Wal-Mart") and the internal docket number for this matter (LA2006601034). The money paid to the Attorney General pursuant to Paragraph 4.1, shall be administered by the California Department of Justice and 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 environmental protection, including, but not limited to, Chapters 6.5, 6.7 and 6.95, Division 20, 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 of California; 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.

** All of the Riverside County District Attorney's Office civil penalties assessed pursuant to Business and Professions Code section 17206 shall be deposited in the Consumer Protection Prosecution Account in the general fund of Riverside County.

Exhibit C

EXHIBIT C: SUPPLEMENTAL ENVIRONMENTAL PROJECTS

If the Supplemental Environmental Project payment is accepted by the designated entity, the entity shall provide annual letter reports, until the exhaustion of the funds describing the specific use of the funds. The reports shall be submitted to the Plaintiff's representatives of this Judgment.

Acceptance of the payment by the designated entity shall extinguish Wal-Mart's obligations under this Judgment for that specific Supplemental Environmental Project.

1. **Craig Thompson Environmental Protection Prosecution Fund.** Wal-Mart shall provide Five Hundred Thousand Dollars (\$500,000.00) to be used by the Craig Thompson Environmental Protection Prosecution Fund ("EPPF Fund") for purposes consistent with the Trust's mission.
2. **California CUPA Forum Board.** Wal-Mart shall provide the amount of One Million Dollars (\$ 1,000,000.00) to the Environmental Protection Prosecution Trust Fund, which is administered by the California Certified Unified Program Agency (CUPA) Forum Board, to be used by that Board for purposes consistent with the Trust's mission. A portion of these funds would be used to educate both the regulatory inspector community and the regulated community as to common issues when inspecting large retail facilities for hazardous waste and hazardous material compliance.
3. **California Hazardous Materials Investigators Association (CHMIA).** Wal-Mart shall provide Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) to be used by the CHMIA Board to fund partial scholarships to their annual training.
4. **California Hazardous Material Investigators Association (CHMIA) for California Advanced Environmental Criminal Training Program (Cal-AECTP).** Wal-Mart shall provide Four Hundred and Five Thousand Dollars (\$405,000.00) to be used to help fully fund Twenty Four (24) 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.
5. **California Hazardous Material Investigators Association (CHMIA) for California Specialized Training Institute – Environmental Crimes Course.** Wal-Mart shall provide Three

Hundred Thousand Dollars (\$300,000.00) to fund several one week basic investigator courses. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals. Additionally, it is anticipated that this proposed training program element would include the necessary funding in order to assist in the upgrading of the training facilities used by the California Environmental Enforcement Prosecutorial Community at the California Specialized Training Institute.

6. **California District Attorneys Association Environmental Project.** Wal-Mart shall provide Two Hundred and Ten Thousand Dollars (\$210,000.00) to be used by the California District Attorneys Association Environmental Project for the purposes of providing training consistent with the purposes of that project.

7. **California District Attorneys Association Environmental Circuit Prosecutor Project.** Wal-Mart shall provide Two Hundred and Ten Thousand Dollars (\$210,000.00) to be used by the California District Attorneys Association Environmental Circuit Prosecutor Project for the purposes of providing training consistent with the purposes of that project.

8. **CalNEPA Cross Media Enforcement Symposium.** Wal-Mart shall provide One Hundred and Fifty Thousand Dollars (\$150,000.00) to be used by the California Environmental Protection Agency to provide full scholarships for their annual CalNEPA Cross Media Enforcement Symposium. Each of these scholarships shall cover conference registration, travel, food, lodging and incidentals.

Exhibit D

EXHIBIT D: PAYMENT OF COSTS

Attorney General, State of Calif. *	\$ 310,500.00
Alameda County District Attorney	\$ 5,000.00
Los Angeles County District Attorney	\$ 87,500.00
Rural County District Attorneys (CDAAs - Circuit Prosecutor Project)	\$ 45,000.00
Monterey County District Attorney	\$ 50,000.00
Orange County District Attorney	\$ 20,000.00
Riverside County District Attorney	\$ 169,500.00
Sacramento County District Attorney	\$ 25,000.00
San Bernardino County District Attorney	\$ 30,000.00
San Diego County District Attorney	\$ 343,500.00
San Joaquin County District Attorney	\$ 274,500.00
Solano County District Attorney	\$ 40,000.00
Amador Co. Environmental Health Dept.	\$ 100.00
Butte Co. Public Health Dept.	\$ 900.00
City of Anaheim Fire Dept.	\$ 3,000.00
City of Gilroy Chemical Control Program	\$ 2,000.00
Dept. of Toxic Substances Control, State of Calif.	\$ 174,825.00
El Dorado Co. Environmental Mgmt. Dept.	\$ 100.00
Los Angeles Co. Fire Health Hazmat	\$ 20,000.00
Monterey Co. Environmental Health Dept.	\$ 10,000.00
Riverside Co. Dept. of Environmental Health	\$ 7,500.00
Sacramento Co. Environmental Mgmt. Dept.	\$ 8,000.00
San Bernardino Co. Div. of Enviro. Health Svcs.	\$ 8,000.00
San Diego Co. Dept. of Environmental Health	\$ 33,000.00
San Joaquin Co. Environmental Health Dept.	\$ 13,400.00
Total Cost Recovery	\$ 1,681,325.00

* Pursuant to Paragraph 4.4, Wal-Mart shall pay the Attorney General Three Hundred Ten Thousand Five Hundred Dollars (\$310,500.00). Wal-Mart shall make the check payable to the "California Department of Justice-Litigation Deposit Fund." The check shall bear on its face the case name ("People v. Wal-Mart") and the internal docket number for this matter (LA2006601034) and the notation of "Fees and Costs." The money paid to the Attorney General pursuant to Paragraph 4.4, shall be administered by the California Department of Justice and 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 environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, 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 of California; 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 E

Exhibit E: Wal-Mart Supplemental Environmental Compliance Measures for California

In addition to the injunctive relief set forth in the Stipulated Judgment, Wal-Mart will allocate at least \$3 million over the next five years to the following Supplemental Environmental Compliance Measures for California.

A. Additional California Specific Environmental Compliance Personnel for FY2010-2015 (Feb. 2009-Feb. 2014).

- One Senior Director responsible for California environmental compliance located either in California or at the Wal-Mart Home Office
- Seven Environmental Compliance Managers based in California having primary responsibilities for California environmental compliance
- One Rideshare Coordinator who works with California Wal-Mart sites to facilitate compliance with local, regional, and state air quality and traffic mitigation requirements

Estimated Budget for Additional Staffing:

Total base salaries and regional pay (annually, not including bonuses)	\$755,461
Total vehicle expenses (initial vehicle cost for eight vehicles)	\$147,527
Total Estimated Salary and Expenses for additional California Environmental Staffing	\$3,777,305 + \$147,527 = \$3,924,832

The positions detailed above are as titled in February 2010. Wal-Mart intends to continue to have adequate environmental personnel with California specific responsibilities; however, Wal-Mart reserves the right to modify this personnel structure over time and adjust the structure and titles accordingly.

B. Hazardous Waste Pickups in Addition to Large Quantity and Small Quantity Generator Requirements

Since January 2007, Wal-Mart has performed additional hazardous waste pick-ups at Wal-Mart Stores and Clubs in California, generally once every 30 days. The cost of these additional pick-ups has been in excess of \$55,000 per month, or \$660,000 per year. Over the past three years (2007-2009), Wal-Mart has spent at least \$1.5 million to perform additional hazardous waste pickups for its facilities in California.

Wal-Mart intends to continue these additional pick-ups after the entry of the Stipulated Judgment. Consistent with its commitment to waste reduction and recycling, Wal-Mart may

decide to modify this program over time (and reduce its costs accordingly) if the waste minimization measures implemented reduce the need for this level of frequency of pickups.