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*[Additional Counsel for Plaintiff on Attachment A]*

*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF MONTEREY**

**PEOPLE OF THE STATE OF CALIFORNIA,**  
  
Plaintiff,  
  
v.  
  
**THE TJX COMPANIES, INC.,**  
  
Defendant.

Case No. **M129210**

**STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION AND ~~PROPOSED~~ ORDER**

**FILED**

SEP 10 2014

TERESA A. RISI  
CLERK OF THE SUPERIOR COURT  
*L. Cummings*  
L. CUMMINGS DEPUTY

1           WHEREAS, this Stipulation for Entry of Final Judgment and Permanent Injunction and  
2 [Proposed] Order (“Final Judgment”) is entered into by Plaintiff, the People of the State of  
3 California (the “People” or “Plaintiff”) by and through the District Attorneys and City Attorneys  
4 listed in Attachment A, and Defendant The TJX Companies, Inc. (“Defendant”), by and through  
5 its attorneys, Fulbright & Jaworski LLP, by Jeffrey Margulies, Partner. The People and  
6 Defendant are referred to collectively as the “Parties” herein;

7           WHEREAS, the Parties have stipulated and consented to the entry of this Final Judgment  
8 prior to trial, and have agreed to settle the above captioned matter without further litigation, as set  
9 forth below;

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

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

14                   **FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT**

15          **1.    JURISDICTION**

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

19          **2.    SETTLEMENT OF DISPUTED CLAIMS**

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

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

4 **3. DEFINITIONS**

5 Except where otherwise expressly defined in this Final Judgment, all terms shall be  
6 interpreted in accordance with the Hazardous Waste Control Law, Health and Safety Code,  
7 chapter 6.5 (§ 25100 et seq.), Health and Safety Code, chapter 6.95 (§ 25500 et seq.), the  
8 applicable regulations promulgated under these provisions, and the Unfair Competition Law,  
9 Business and Professions Code section 17200 et seq.

10 "CERTIFIED UNIFIED PROGRAM AGENCY" or "CUPA" is an agency certified by the  
11 California Environmental Protection Agency pursuant to the requirements of Health and Safety  
12 Code, chapter 6.11, and California Code of Regulations, title 27, sections 15100 through 16150,  
13 to implement certain State environmental programs within the local agency's jurisdiction.

14 "DEFENDANT'S FACILITIES" means the retail stores that are owned, operated,  
15 licensed, and/or leased by Defendant in the State of California and operate under the trade names  
16 Marshalls, T.J. Maxx, and HomeGoods, as identified in **Exhibit A**. Exhibit A shall not be to the  
17 exclusion of any retail stores that were inadvertently omitted, where the Parties agree in writing  
18 that an omitted location should be included. As to any locations that have been inadvertently  
19 omitted, Defendant shall provide the following to the People within thirty (30) days after the  
20 omission is discovered by Defendant: (a) written notice of such additional location(s); and (b) to  
21 the best of Defendant's knowledge and belief, copies of any notices of violation and/or  
22 governmental inspection reports applicable to such locations that have been received by that  
23 location in the seven years prior to the date of entry of this Final Judgment. If after the People  
24 have had sufficient time within which to review the alleged reason for the omission and after  
25 Defendant has established to the satisfaction of the People that the omission was inadvertent, the  
26 Parties shall agree in writing that the additional location(s) be included in the Final Judgment.

27 "TJX FACILITIES" means the DEFENDANT'S FACILITIES (as defined above) and any  
28 additional retail facilities, buying offices, and/or distribution facilities in the State of California,

1 that Defendant or its affiliates or subsidiaries may now or in the future open, operate, license, or  
2 lease in California.

3 "PARTICIPATING AGENCY" means an agency that has been designated by the CUPA  
4 to administer one or more state environmental programs on behalf of the CUPA.

5 **4. INJUNCTIVE RELIEF**

6 Pursuant to the provisions of Health and Safety Code sections 25181, 25516, 25516.2, and  
7 Business and Professions Code section 17203, Defendant shall comply with the Hazardous Waste  
8 Control Law, Health and Safety Code, chapter 6.5 (§ 25100 et seq.), Health and Safety Code,  
9 chapter 6.95 (§ 25500 et seq.), and the applicable regulations promulgated under these provisions,  
10 to the extent that these provisions apply to Defendant's business operations at the TJX  
11 FACILITIES. Failure to comply with this injunction or any of the specific additional injunctive  
12 provisions that follow may subject Defendant to sanctions, including, but not limited to, contempt  
13 and/or additional penalties. Defendant shall comply with each of the following provisions at and  
14 from the TJX FACILITIES to the extent that these provisions apply to Defendant's business  
15 operations:

16 4.a. Defendant shall not dispose, or cause the disposal, of any hazardous waste at a  
17 point not authorized or permitted by the Department of Toxic Substances Control ("DTSC"), in  
18 violation of Health and Safety Code sections 25189 and 25189.2, including, without limitation,  
19 disposing or causing the disposal of any hazardous waste into any trash compactor, trash  
20 receptacle, dumpster, drain, sink, or toilet at any of its TJX FACILITIES, or onto the surface or  
21 subsurface of the ground at any unauthorized location, or at a landfill or transfer station not  
22 authorized to receive the hazardous waste.

23 4.b. Defendant shall determine, at each of its TJX FACILITIES, if a generated waste is  
24 a "hazardous waste," including but not limited to items returned by customers and wastes  
25 generated at its facilities via spills, container breakage, and other means rendering the product not  
26 usable for its intended purpose, as required by California Code of Regulations, title 22, section  
27 66262.11.

28 ///

1           4.c. Defendant shall manage every hazardous waste in accordance with the applicable  
2 requirements of Chapter 6.5 of Division 20 of the Health and Safety Code and its implementing  
3 regulations in the California Code of Regulations, title 22.

4           4.d. Defendant shall not transport, transfer custody of, or cause to be transported, any  
5 hazardous waste unless the transporter is properly licensed and registered to do so, as required by  
6 Health and Safety Code section 25163.

7           4.e. Defendant shall not transport, or cause to be transported, hazardous waste to an  
8 unauthorized location in violation of Health and Safety Code section 25189.5 and California  
9 Code of Regulations, title 22, section 66263.23.

10          4.f. Defendant shall lawfully and timely dispose of all accumulated hazardous waste  
11 from each of its TJX FACILITIES at least one time during every 90 day period (unless a longer  
12 interval is allowed for by California Code of Regulations, title 22, section 66262.34 or other law).

13          4.g. Defendant shall timely cause to be prepared and filed with DTSC a hazardous  
14 waste manifest for all hazardous waste that is transported, or submitted for transportation, for  
15 offsite handling, treatment, storage, disposal, or any combination thereof, as provided by Health  
16 and Safety Code section 25160, subdivision (b)(3) and California Code of Regulations, title 22,  
17 sections 66262.20 and 66262.23.

18          4.h. Defendant shall retain copies of all required hazardous waste manifests for three  
19 years, as required by Health and Safety Code section 25160, subdivisions (a) and (b), and section  
20 25160.2, subdivision (b)(3), and California Code of Regulations, title 22, section 66262.40,  
21 subdivision (a).

22          4.i. Defendant or its designated contractor shall contact the transporter and/or the  
23 owner or operator of the designated facility which was to receive any hazardous waste to  
24 determine the status of the hazardous waste in the event of non-receipt of a copy of the manifest  
25 with the handwritten signature of the owner or operator of the designated facility within 35 days  
26 of the date the waste was accepted by the initial transporter, as provided by California Code of  
27 Regulations, title 22, section 66262.42, subdivision (a).

28   ///

1           4.j. Defendant shall submit an exception report to DTSC after the generator did not  
2 receive a copy of the manifest with the handwritten signature of the owner or operator of the  
3 designated facility which was to receive the hazardous waste within 45 days of the date the waste  
4 was accepted by the initial transporter, in violation of California Code of Regulations, title 22,  
5 section 66262.42, subdivision (b), and Health and Safety Code section 25123.3, subdivision  
6 (h)(2).

7           4.k. Defendant shall not treat, store, dispose of, transport, or offer for transportation,  
8 any hazardous waste without having received and used a proper identification number from the  
9 U.S. Environmental Protection Agency or DTSC, for the originating facility, as required by  
10 California Code of Regulations, title 22, section 66262.12, subdivision (a).

11           4.l. Defendant shall maintain a program for the lawful storage, handling, and  
12 accumulation of hazardous waste, and for the lawful segregation of hazardous waste items that  
13 are in leaking containers.

14           4.m. Defendant shall maintain properly designated and designed hazardous waste  
15 storage areas, which include the segregation of hazardous wastes, and shall conduct weekly  
16 inspections of hazardous waste storage areas, at each TJX FACILITY, as required by California  
17 Code of Regulations, title 22, sections 66262.34 and 66265.174.

18           4.n. Defendant shall comply with all employee training obligations pertaining to the  
19 management and handling of hazardous waste as required by California Code of Regulations, title  
20 22, sections 66262.34 and 66265.16. Defendant shall establish and maintain an employee  
21 training plan designed to enhance employee awareness of any regulatory or statutory changes in  
22 environmental compliance requirements, including, but not limited to, changes in Chapters 6.5  
23 and 6.95 of Division 20 of the Health and Safety Code, and of any corresponding changes in  
24 Defendant's environmental compliance program(s).

25           4.o. Defendant shall comply with the requirements of Code of Federal Regulations,  
26 title 40, section 262.34(d) through (f) by having at least one employee designated at all times as  
27 the emergency coordinator and post the required information listed on section 262.34(d)(5)(ii)(A)

1 through (C), as referenced in California Code of Regulations, title 22, section 66262.34,  
2 subdivision (d)(2).

3 4.p. Defendant shall properly package, mark, manage, identify the accumulation start  
4 date, and properly label containers of hazardous waste at its facilities, as required by the  
5 California Code of Regulations, title 22, sections 66262.30 and 66262.34, as applicable.

6 4.q. Defendant shall handle hazardous wastes in accordance with California Code of  
7 Regulations, title 22, sections 66265.172 (requiring compatible containers), and 66265.177  
8 (prohibiting placing incompatible waste streams in the same container).

9 4.r. Defendant shall obtain and keep current all required hazardous waste generator  
10 permits required by county and local ordinances.

11 4.s. Defendant shall properly manage, mark, and store universal waste in compliance  
12 with the standards for universal waste management found in California Code of Regulations, title  
13 22, section 66273.1 et seq., as applicable.

14 4.t. Defendant shall keep a record with the information required by California Code of  
15 Regulations, title 22, section 66273.39, subdivisions (a)(1) through (3), of each shipment of  
16 universal waste received at any of its facilities, as provided by California Code of Regulations,  
17 title 22, section 66273.39, as applicable.

18 4.u. Defendant shall have in place, at all times, a hazardous waste contingency plan and  
19 emergency procedures for each of the TJX FACILITIES as required by California Code of  
20 Regulations, title 22, sections 66262.34, 66265.51-66265.56 and the applicable provisions  
21 referenced therein.

22 4.v. Defendant shall, at each of the TJX FACILITIES, continuously implement,  
23 maintain, and submit to the responsible "unified program agency" (as defined in Health and  
24 Safety Code sections 25501), a complete hazardous materials business plan, as required by Health  
25 and Safety Code section 25507 and California Code of Regulations, title 19, section 2729 et seq.,  
26 as applicable. Each required hazardous materials business plan shall include procedures for  
27 emergency response to a release or threatened release of hazardous materials, as required by  
28 Health and Safety Code sections 25505 and 25507 and California Code of Regulations, title 19,

1 section 2729.1. Such plan shall also include an employee training program that meets the  
2 requirements of Health and Safety Code section 25505, subdivision (a)(4), and California Code of  
3 Regulations, title 19, section 2732.

4 4.w. Defendant shall immediately report any release or threatened release of a  
5 reportable quantity of any hazardous material from any TJX FACILITY into the environment, as  
6 required by Health and Safety Code section 25510.

7 4.x. Defendant shall not cause to be deposited, without the permission of the owner,  
8 hazardous substances upon the land of another, in violation of Penal Code section 374.8,  
9 subdivision (b).

10 4.y. Defendant shall take appropriate corrective action and/or respond to notices of  
11 violation within the period specified pursuant to Health and Safety Code section 25185.

12 Defendant shall achieve compliance and/or provide proof of such compliance within the time  
13 period specified pursuant to Health and Safety Code section 25187.8.

14 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS,**  
15 **COSTS AND HAZARDOUS WASTE MINIMIZATION**

16 Defendant shall, within 10 business days after entry of this Final Judgment, pay Civil  
17 Penalties, fund the Supplemental Environmental Projects provided for in this Final Judgment, and  
18 pay costs, in the total amount of **TWO MILLION, SEVEN HUNDRED AND SEVENTY-**  
19 **SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$2,777,500.00)**. Said payment may be  
20 made by wire transfer and shall be made as set forth in subparagraphs 5.a., 5.b., and 5.c. below.  
21 Within 10 business days of the date of entry of this Final Judgment, Defendant shall deliver all  
22 required payments to the District Attorney's Office for the County of Monterey, attention: Emily  
23 D. Hickok, Deputy District Attorney, for distribution pursuant to the terms of this Final  
24 Judgment.

25 5.a. **Civil Penalties.** Defendant shall remit **TWO MILLION, ONE HUNDRED**  
26 **TWENTY THOUSAND, FIVE HUNDRED DOLLARS (\$2,120,500.00)** as civil penalties  
27 pursuant to Health and Safety Code sections 25189 and 25514, and Business and Professions  
28

1 Code section 17206, to the prosecuting agencies/regulatory agencies identified in and in  
2 accordance with the terms of **Exhibits B-1 and B-2**, attached.

3 5.b. **Supplemental Environmental Projects.** Defendant shall remit **THREE**  
4 **HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000.00)** for supplemental  
5 environmental projects identified in, and in accordance with the terms of, **Exhibit C**, attached.

6 5.c. **Hazardous Waste Minimization.** Within six months after entry of the Final  
7 Judgment, Defendant will train and designate one or more full-time employee(s) as responsible  
8 for compliance with Health and Safety Code, chapter 6.5 and chapter 6.95 for the State of  
9 California. It is recognized that these employee(s) may also have other responsibilities, including  
10 without limitation, environmental, health, regulatory and safety matters not related to hazardous  
11 waste. Defendant will also monitor and audit its waste disposal compliance program.

12 5.d. **Reimbursement of Costs of Investigation and Enforcement.** Defendant shall  
13 remit **TWO HUNDRED EIGHTY TWO THOUSAND DOLLARS (\$282,000.00)** for  
14 reimbursement of attorney's fees, costs of investigation, and other costs of enforcement, to the  
15 entities identified in, and in accordance with the terms of, **Exhibits D-1 and D-2**, attached.

16 5.e. **Copy of Payments to Plaintiff's Representatives.** Defendant shall, at the time of  
17 payment, send an electronic confirmation of any payment made by wire transfer to the People's  
18 representative identified in paragraph 9 (Notice) below.

19 **6. ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES**

20 6.a. Subject to the terms of paragraph 16, the People may move this Court for  
21 additional relief for any violation of any provision of this Final Judgment including, but not  
22 limited to, contempt, additional injunctive provisions, or additional penalties consistent with the  
23 provisions of this Final Judgment. Except as provided in paragraph 8, nothing in this Final  
24 Judgment shall limit any rights of Plaintiff to seek any other relief or remedies provided by law,  
25 or limit the rights of Defendant to defend against any request of Plaintiff for such other relief or  
26 remedies.

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1 **7. MATTERS SETTLED BY THIS FINAL JUDGMENT**

2 7.a. This Final Judgment is a final and binding resolution and settlement between the  
3 Parties, of all claims, violations, or causes of action expressly alleged by the People in the  
4 Complaint, or that could have been asserted within the scope of the allegations in the Complaint,  
5 regarding the DEFENDANT'S FACILITIES ("Settled Matters"), against Defendant and its  
6 subsidiaries, corporate parents, affiliates, successors, heirs, assigns, and each of their respective  
7 officers, directors, partners, employees, property owners, and operators ("Entities Covered by  
8 Final Judgment"). Any claim, violation, or cause of action that is not a Settled Matter is a  
9 "Reserved Claim." Reserved Claims include, without limitation, any violation that occurs after  
10 the Parties execute this Agreement. Plaintiff reserves the right to pursue any Reserved Claim, and  
11 Defendant reserves its defenses against any Reserved Claim.

12 7.b. Any claims or causes of action by Plaintiff against Defendant for performance of  
13 cleanup, corrective action, or response action for any actual past or future release, spill, or  
14 disposal of hazardous waste or hazardous substances, or universal waste, that were caused or  
15 contributed to by Defendant at or from any of its TJX FACILITIES, and any claims or causes of  
16 action for performance of cleanup, corrective action, or response action relating to Defendant's  
17 disposal of same that are discovered by the People after execution of this Agreement, are  
18 Reserved Claims. For purposes of this Final Judgment, the term "release" includes, but is not  
19 limited to, any spilling, leaking, pumping, injecting, escaping, leaching, dumping, or disposing  
20 into the environment.

21 7.c. In any subsequent action that may be brought by the People based on any  
22 Reserved Claim, Defendant agrees that it will not assert that failing to pursue the Reserved  
23 Claims as part of this action constitutes claim-splitting. This paragraph 7 (Matters Settled by this  
24 Final Judgment) does not affect any statute of limitations, if any, which may be applicable to any  
25 Reserved Claim(s) or claims otherwise excluded from this Final Judgment and does not prohibit  
26 Defendant from asserting any statute of limitations or other legal or equitable defenses that may  
27 be applicable to any Reserved Claims.

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1           7.d.    The provisions of subparagraph 7.a. are effective on the date of entry of the Final  
2 Judgment. The continuing effect of subparagraph 7.a. is expressly conditioned on Defendant's  
3 full payment of the amounts due under this Final Judgment.

4           7.e.    Subparagraph 7.a. does not limit the ability of Plaintiff to enforce the terms of this  
5 Final Judgment.

6           7.f.    Defendant covenants not to pursue any civil or administrative claims against  
7 Plaintiff or against any agency of the State of California, any county or city in the State of  
8 California or any CUPA, PARTICIPATING AGENCY or local agency (collectively "Agencies"),  
9 or against any of their officers, employees, representatives, agents or attorneys, arising out of or  
10 related to any Settled Matter; provided, however, that if any Agencies initiate claims against  
11 Defendant, Defendant reserves any and all rights, claims, demands and defenses against such  
12 Agencies.

13           7.g.    Any event that is beyond the control of Defendant and that could not be evaded  
14 through the exercise of due care, such as natural disasters, and that prevents it from timely  
15 performing any obligation under paragraph 4 (Injunctive Relief) of this Final Judgment despite its  
16 best efforts to fulfill that obligation, is a "force majeure" event. The requirement that Defendant  
17 exercise its "best efforts to fulfill the obligation" includes the requirement that Defendant use its  
18 best efforts to anticipate any potential force majeure event and use best efforts to address the  
19 effects of any potential force majeure event: (1) as it is occurring, and (2) following the force  
20 majeure event, such that the delay is minimized to the greatest extent possible. "Force majeure"  
21 does not include financial inability to fund or complete the obligation.

22    **8.    NOTICE**

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

24           *For Plaintiff:*  
25           Emily D. Hickok  
26           Deputy District Attorney  
27           Office of the District Attorney of Monterey County  
28           1200 Aguajito Road, Room 301  
              Monterey, CA 93940  
              HickokED@co.monterey.ca.us

1           *With a copy to:*  
2           Kenneth A. Mifsud  
3           Assistant District Attorney  
4           Office of the District Attorney of Alameda County  
5           Consumer and Environmental Protection Division  
6           7677 Oakport Street, Suite 650  
7           Oakland, CA 94621-1934  
8           ken.mifsud@acgov.org

9           *For Defendant:*  
10          General Counsel  
11          The TJX Companies, Inc.  
12          770 Cochituate Road  
13          Framingham, MA 01701-4666

14          *With a copy to:*  
15          Jeffrey Margulies, Partner  
16          Fulbright & Jaworski LLP  
17          555 South Flower Street, Forty-First Floor  
18          Los Angeles, California 90071  
19          Jeff.Margulies@nortonrosefulbright.com

20           Any Party may change its notice name and address by informing the other party in writing,  
21           but no change is effective until it is received. All notices and other communications required or  
22           permitted under this Final Judgment that are properly addressed as provided in this paragraph are  
23           effective upon delivery if delivered personally or by overnight mail, or are effective five days  
24           following deposit in the United States mail, postage prepaid, if delivered by mail, or the day that  
25           electronic mail is sent if sent before 5:00 p.m. to the electronic mail addresses of the designated  
26           recipients for notice concurrent with sending the notice by overnight mail.

27           **9. EFFECT OF FINAL JUDGMENT**

28           Except as expressly provided in this Final Judgment, nothing in this Final Judgment is  
          intended nor shall it be construed to preclude Plaintiff, or any state, county, or local agency,  
          department, board or entity, or any CUPA, from exercising its authority under any law, statute or  
          regulation. Except as expressly provided in this Final Judgment, Defendant retains all of its  
          defenses to the exercise of the aforementioned authority.

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1 **10. LIABILITY OF PLAINTIFF**

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

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

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

17 **12. FUTURE REGULATORY CHANGES**

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

23 **13. APPLICATION OF FINAL JUDGMENT**

24 This Final Judgment shall apply to and be binding upon Plaintiff and upon Defendant and  
25 its affiliates and subsidiaries HomeGoods, Inc., NBC Operating, LP, Marshalls of CA, LLC,  
26 Marshalls of MA, Inc., T.J. Maxx of CA, LLC, and each of their officers, directors, managers,  
27 employees, agents, successors and assigns.

1 **14. AUTHORITY TO ENTER FINAL JUDGMENT**

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

5 **15. CONTINUING JURISDICTION**

6 The Court shall retain continuing jurisdiction to enforce the terms of this Final Judgment  
7 and to address any other matters arising out of or regarding this Final Judgment. The Parties shall  
8 meet and confer at least 10 days prior to the filing of any application or motion relating to this  
9 Final Judgment, and shall negotiate in good faith in an effort to resolve any dispute without  
10 judicial intervention; provided, however, that the 10 day period referenced above shall be  
11 shortened to 5 days regarding any alleged violation of paragraph 4 (Injunctive Relief) of this Final  
12 Judgment. If the Parties are unable to resolve their dispute after meet-and-confer discussions, any  
13 Party may move this Court seeking a resolution of that dispute by the Court.

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

15 On reasonable notice, Defendant shall permit any representative of Plaintiff to inspect and  
16 copy records and documents as they deem reasonably necessary to determine compliance with the  
17 terms of this Final Judgment. Nothing in this paragraph is intended to require access to or  
18 production of any documents that are protected from production or disclosure by the attorney-  
19 client privilege, attorney work product doctrine, any other applicable privilege, defense,  
20 exemption, or immunity afforded to Defendant under applicable law, nor does it waive any of the  
21 objections or defenses to which Defendant would be entitled in responding to requests for  
22 documents made by subpoena or other formal legal process or discovery. This obligation shall  
23 not require Defendant to alter its normal document-retention policies (including, but not limited  
24 to, policies regarding backup tapes for electronic documents); provided, however, that  
25 Defendant's policies must comply with Health and Safety Code, division 20, chapters 6.5 and  
26 6.95; and their implementing regulations as applicable, to the extent those provisions apply to the  
27 TJX FACILITIES. Nothing in this paragraph is intended to limit the authority of any  
28 governmental agency to inspect Defendant or its records and documents under applicable law.

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

2 Defendant shall make no request of Plaintiff to pay its attorney's fees, expert witness fees  
3 and costs and all other costs of litigation and investigation incurred to date.

4 **18. INTERPRETATION**

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

8 **19. COUNTERPART SIGNATURES**

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

12 **20. INTEGRATION**

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

16 **21. MODIFICATION OF FINAL JUDGMENT**

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

19 **22. STATUS REPORTS**

20 Beginning six months after entry of this Final Judgment, for as long as this Final  
21 Judgment remains in effect, Defendant shall submit an annual status report to Plaintiff's  
22 representatives listed in paragraph 9 (Notice) above. The status report shall: (1) briefly  
23 summarize the actions that Defendant has taken during the previous year in order to comply with  
24 its obligations under this Final Judgment; (2) disclose and provide copies of any notices of  
25 violation that Defendant has received pertaining to environmental matters in the State of  
26 California, and disclose any corrective measures taken as a result; and (3) set forth any penalties  
27 Defendant has paid to any governmental agency for alleged noncompliance with any of the  
28 aforementioned environmental statutes or regulations arising from such facilities. Each status

1 report shall be signed by an officer or corporate level manager of Defendant authorized by  
2 Defendant to sign under penalty of perjury that to the best of his or her knowledge based on  
3 information and belief and after reasonable investigation the information contained therein is true  
4 and correct. Provided, further, that beginning one year after entry of this Final Judgment, and  
5 continuing for as long as this Final Judgment remains in effect, Defendant shall, at Plaintiff's  
6 request, on an annual basis, meet to describe to Plaintiff's representatives the status of  
7 Defendant's compliance with paragraph 4 (Injunctive Relief), of this Final Judgment.

8 **23. TERMINATION OF FINAL JUDGMENT**

9 At any time after this Final Judgment has been in effect for five years, provided Defendant  
10 has paid all amounts due under the Final Judgment, Defendant may provide notice to the Court  
11 (which shall be served on all Parties) requesting the injunctive provisions of this Final Judgment  
12 expire and have no further force and effect ("Notice of Termination"). The injunctive provisions  
13 of this Final Judgment will be of no further force or effect 90 days thereafter, unless Plaintiff files  
14 a motion contesting the expiration of any injunctive provisions within 60 days of receipt of the  
15 Notice of Termination. In the event that such motion is filed, none of the injunctive provisions of  
16 the Final Judgment contested in Plaintiff's motion will terminate pending the Court's ruling on  
17 the motion. Plaintiff reserves the right to contest termination exclusively on the grounds that  
18 Defendant has not complied in all material respects with the injunctive provisions of paragraph 4  
19 (Injunctive Relief) of the Final Judgment, and to offer any evidence relevant to such motion.  
20 Defendant reserves its rights to respond to any ground raised in Plaintiff's motion and to offer any  
21 evidence relevant to such motion. The injunctive provisions in the Final Judgment will expire  
22 and be of no further force or effect unless the Court (upon consideration of the Parties' pleadings  
23 and arguments, if any) determines that the expiration of the provision at issue would not be in the  
24 interest of justice, because Defendant has not complied in material respects with the provision of  
25 paragraph 4 (Injunctive Relief) of the Final Judgment. The termination of the injunctive  
26 provisions of the Final Judgment shall have no effect on Defendant's obligation to comply with  
27 the requirements imposed by statute, regulation, ordinance, or law.

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**IT IS SO STIPULATED.**

**FOR THE PEOPLE:**

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

DATED: 9/9/14

By: Emily Hickok for  
ANNE M. MICHAELS  
Assistant District Attorney

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

DATED: 8-6-14

By: Kenneth A. Mifsud  
KENNETH A. MIFSUD  
Assistant District Attorney

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

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

\_\_\_\_\_  
HAROLD M. THOMAS  
Deputy District Attorney

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

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

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

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IT IS SO STIPULATED.

FOR THE PEOPLE:

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

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

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

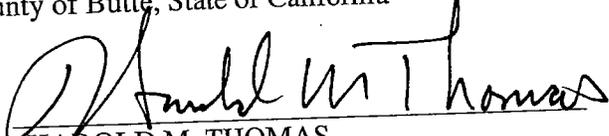
NANCY E. O'MALLEY, District Attorney  
County of Alameda, State of California

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

By: \_\_\_\_\_  
KENNETH A. MIFSUD  
Assistant District Attorney

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

DATED: August 11, 2014

  
\_\_\_\_\_  
HAROLD M. THOMAS  
Deputy District Attorney

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

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

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

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IT IS SO STIPULATED.

FOR THE PEOPLE:

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

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

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

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

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

By: \_\_\_\_\_  
KENNETH A. MIFSUD  
Assistant District Attorney

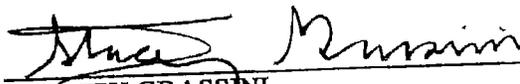
MICHAEL L. RAMSEY, District Attorney  
County of Butte, State of California

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

\_\_\_\_\_  
HAROLD M. THOMAS  
Deputy District Attorney

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

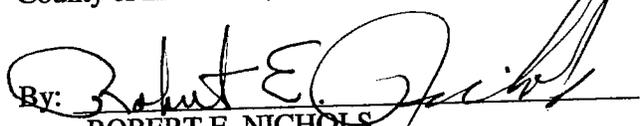
DATED: 8/18/14

By:   
STACEY GRASSINI  
Deputy District Attorney

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

DATED: 8/7/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

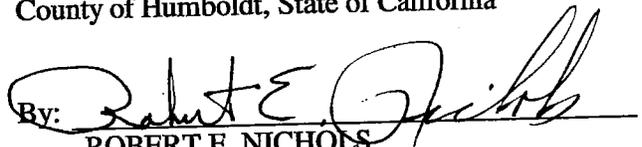
ELIZABETH A. EGAN, District Attorney  
County of Fresno, State of California

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

By: \_\_\_\_\_  
MICHAEL C. BRUMMEL  
Deputy District Attorney

PAUL V. GALLEGOS, District Attorney  
County of Humboldt, State of California

DATED: 8/7/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

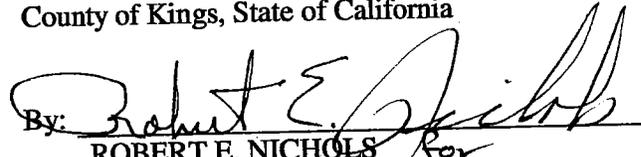
LISA S. GREEN, District Attorney  
County of Kern, State of California

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

By: \_\_\_\_\_  
JOHN T. MITCHELL  
Deputy District Attorney

GREG STRICKLAND, District Attorney  
County of Kings, State of California

DATED: 8/7/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

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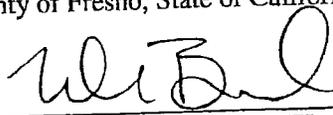
VERN PIERSON, District Attorney  
County of El Dorado, State of California

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

ELIZABETH A. EGAN, District Attorney  
County of Fresno, State of California

DATED: 8/15/2014

By:   
MICHAEL C. BRUMMEL  
Deputy District Attorney

PAUL V. GALLEGOS, District Attorney  
County of Humboldt, State of California

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
JOHN T. MITCHELL  
Deputy District Attorney

GREG STRICKLAND, District Attorney  
County of Kings, State of California

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

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ROBERT E. NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

ELIZABETH A. EGAN, District Attorney  
County of Fresno, State of California

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

By: \_\_\_\_\_  
MICHAEL C. BRUMMEL  
Deputy District Attorney

PAUL V. GALLEGOS, District Attorney  
County of Humboldt, State of California

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: August 14, 2014

By: \_\_\_\_\_  
JOHN T. MITCHELL  
Deputy District Attorney

GREG STRICKLAND, District Attorney  
County of Kings, State of California

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: 8/7/2014

By: *Pat Bilgin*  
PATRICIA BILGIN  
Assistant City Attorney

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

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

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

MICHAEL R. KEITZ, District Attorney  
County of Madera, State of California

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
PATRICIA BILGIN  
Assistant City Attorney

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

DATED: 8/22/14

By: *Daniel J. Wright*  
DANIEL J. WRIGHT  
Deputy District Attorney

MICHAEL R. KEITZ, District Attorney  
County of Madera, State of California

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
PATRICIA BILGIN  
Assistant City Attorney

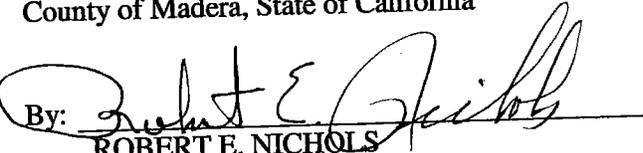
JACKIE LACEY, District Attorney  
County of Los Angeles, State of California

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

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

MICHAEL R. KEITZ, District Attorney  
County of Madera, State of California

DATED: 8/7/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
PATRICIA BILGIN  
Assistant City Attorney

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

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

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

MICHAEL R. KEITZ, District Attorney  
County of Madera, State of California

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

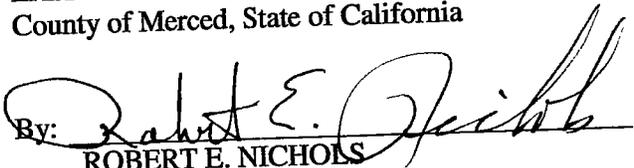
DATED: 8/15/2014

By: *Andres H. Perez*  
ANDRES H. PEREZ  
Deputy District Attorney

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

DATED: 8/7/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
DALE HOY  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: July 28, 2014

By:   
WILLIAM G. FALLON  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
DALE HOY  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

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

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

DATED: 8/18/2014

By: Jane Crue  
JANE CRUE  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
DALE HOY  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

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

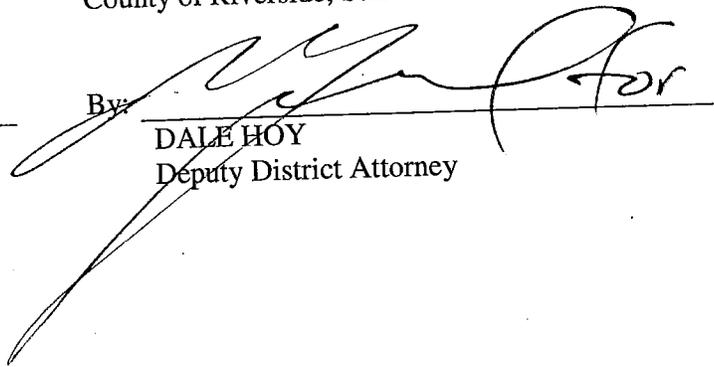
R. SCOTT OWENS, District Attorney  
County of Placer, State of California

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

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

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

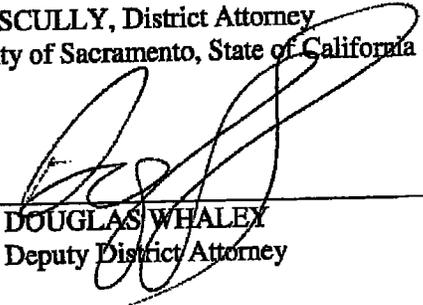
DATED: 8-26-14

By:   
DALE HOY  
Deputy District Attorney

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

DATED: 8/15/14

By:   
DOUGLAS WHALEY  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
DANIEL SILVERMAN  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
KAREN I. DOTY  
Deputy District Attorney

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

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

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

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

DATED: 8/21/2014

By:   
DANIEL SILVERMAN  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
KAREN I. DOTY  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
DANIEL SILVERMAN  
Deputy District Attorney

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

DATED: August 12, 2014

By:   
MICHAEL R. HUDSON  
Deputy City Attorney

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

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

By: \_\_\_\_\_  
KAREN I. DOTY  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
DANIEL SILVERMAN  
Deputy District Attorney

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

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

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

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

DATED: August 11, 2014

By: Karen I. Doty  
KAREN I. DOTY  
Deputy District Attorney

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

DATED: 8-1-2014

By:   
REBECCA WAGNER  
Assistant District Attorney

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

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

By: \_\_\_\_\_  
DAVID J. IREY  
Special Deputy District Attorney

GERALD T. SHEA, District Attorney  
County of San Luis Obispo, State of California

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

By: \_\_\_\_\_  
STEVEN D. VON DOHLEN  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
REBECCA WAGNER  
Assistant District Attorney

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

DATED: 8/7/14

By: \_\_\_\_\_  
DAVID J. IREY  
Special Deputy District Attorney

GERALD T. SHEA, District Attorney  
County of San Luis Obispo, State of California

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

By: \_\_\_\_\_  
STEVEN D. VON DOHLEN  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
REBECCA WAGNER  
Assistant District Attorney

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

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

By: \_\_\_\_\_  
DAVID J. IREY  
Special Deputy District Attorney

GERALD T. SHEA, District Attorney  
County of San Luis Obispo, State of California

DATED: August 20, 2014

By:   
STEVEN D. VON DOHLEN  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
REBECCA WAGNER  
Assistant District Attorney

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

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

By: \_\_\_\_\_  
DAVID J. IREY  
Special Deputy District Attorney

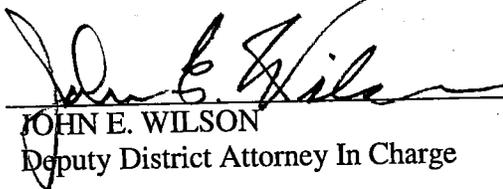
GERALD T. SHEA, District Attorney  
County of San Luis Obispo, State of California

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

By: \_\_\_\_\_  
STEVEN D. VON DOHLEN  
Deputy District Attorney

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

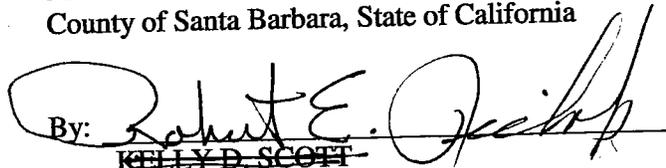
DATED: 8-7-14

By:   
JOHN E. WILSON  
Deputy District Attorney In Charge

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

DATED: 8/7/14

By:   
~~KELLY D. SCOTT~~  
Chief Deputy District Attorney

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

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

By: \_\_\_\_\_  
BUD PORTER  
Deputy District Attorney

BOB LEE, District Attorney  
County of Santa Cruz, State of California

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

By: \_\_\_\_\_  
WILLIAM ATKINSON  
Supervising Assistant District Attorney

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

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

By: \_\_\_\_\_  
ANAND "LUCKY" JESRANI  
Deputy District Attorney

DONALD A. DU BAIN, District Attorney  
County of Solano, State of California

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

By: \_\_\_\_\_  
CRISELDA B. GONZALEZ  
Deputy District Attorney

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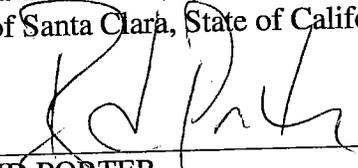
JOYCE E. DUDLEY, District Attorney  
County of Santa Barbara, State of California

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

By: \_\_\_\_\_  
KELLY D. SCOTT  
Chief Deputy District Attorney

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

DATED: 8/8/14

By:   
BUD PORTER  
Deputy District Attorney

BOB LEE, District Attorney  
County of Santa Cruz, State of California

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

By: \_\_\_\_\_  
WILLIAM ATKINSON  
Supervising Assistant District Attorney

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

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

By: \_\_\_\_\_  
ANAND "LUCKY" JESRANI  
Deputy District Attorney

DONALD A. DU BAIN, District Attorney  
County of Solano, State of California

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

By: \_\_\_\_\_  
CRISELDA B. GONZALEZ  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
KELLY D. SCOTT  
Chief Deputy District Attorney

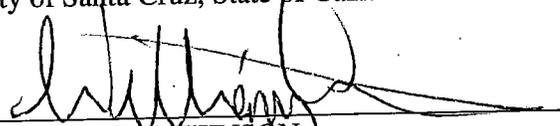
JEFFREY F. ROSEN, District Attorney  
County of Santa Clara, State of California

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

By: \_\_\_\_\_  
BUD PORTER  
Deputy District Attorney

BOB LEE, District Attorney  
County of Santa Cruz, State of California

DATED: 8.7.14

By:   
WILLIAM ATKINSON  
Supervising Assistant District Attorney

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

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

By: \_\_\_\_\_  
ANAND "LUCKY" JESRANI  
Deputy District Attorney

DONALD A. DU BAIN, District Attorney  
County of Solano, State of California

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

By: \_\_\_\_\_  
CRISELDA B. GONZALEZ  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
KELLY D. SCOTT  
Chief Deputy District Attorney

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

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

By: \_\_\_\_\_  
BUD PORTER  
Deputy District Attorney

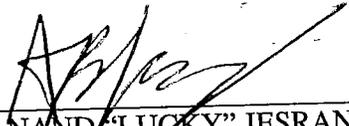
BOB LEE, District Attorney  
County of Santa Cruz, State of California

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

By: \_\_\_\_\_  
WILLIAM ATKINSON  
Supervising Assistant District Attorney

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

DATED: 08/07/2014

By:   
ANAND "LUCKY" JESRANI  
Deputy District Attorney

DONALD A. DU BAIN, District Attorney  
County of Solano, State of California

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

By: \_\_\_\_\_  
CRISELDA B. GONZALEZ  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
KELLY D. SCOTT  
Chief Deputy District Attorney

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

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

By: \_\_\_\_\_  
BUD PORTER  
Deputy District Attorney

BOB LEE, District Attorney  
County of Santa Cruz, State of California

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

By: \_\_\_\_\_  
WILLIAM ATKINSON  
Supervising Assistant District Attorney

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

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

By: \_\_\_\_\_  
ANAND "LUCKY" JESRANI  
Deputy District Attorney

DONALD A. DU BAIN, District Attorney  
County of Solano, State of California

DATED: July 31, 2014

By: *Crisel B. Gonzalez*  
CRISELDA B. GONZALEZ  
Deputy District Attorney

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

DATED: 8/7/14

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

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

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

By: \_\_\_\_\_  
RICHARD MURY  
Deputy District Attorney

JANA MCCLUNG, Acting District Attorney  
County of Sutter, State of California

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
RODNEY M. BLACO  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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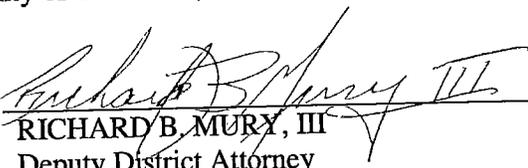
JILL R. RAVITCH, District Attorney  
County of Sonoma, State of California

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

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

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

DATED: 8-8-14

By:   
RICHARD B. MURRY, III  
Deputy District Attorney

JANA MCCLUNG, Acting District Attorney  
County of Sutter, State of California

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
RODNEY M. BLACO  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

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

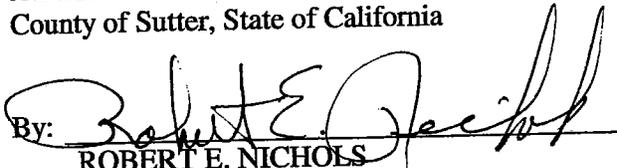
BIRGIT A. FLADAGER, District Attorney  
County of Stanislaus, State of California

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

By: \_\_\_\_\_  
RICHARD B. MURY, III  
Deputy District Attorney

JANA MCCLUNG, Acting District Attorney  
County of Sutter, State of California

DATED: 8/7/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

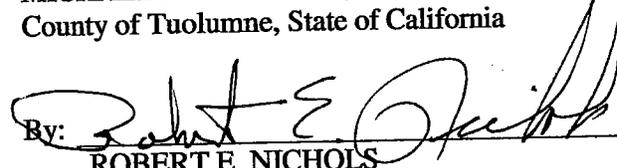
TIM WARD, District Attorney  
County of Tulare, State of California

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

By: \_\_\_\_\_  
RODNEY M. BLACO  
Deputy District Attorney

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

DATED: 8/7/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
RICHARD B. MURY, III  
Deputy District Attorney

JANA MCCLUNG, Acting District Attorney  
County of Sutter, State of California

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: 8/11/14

By: \_\_\_\_\_  
RODNEY M. BLACO  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
Deputy District Attorney

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

DATED: 8/15/2014

By:   
MITCHELL F. DISNEY  
Deputy District Attorney

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

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

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

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

**FOR DEFENDANT:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ANN MCCAULEY  
EVP, General Counsel, and Secretary  
THE TJX COMPANIES, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JEFFREY MARGULIES  
Partner, Fulbright & Jaworski LLP  
*Attorneys for Defendant*

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

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

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

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

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

DATED: 8/7/14

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

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

**FOR DEFENDANT:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ANN MCCAULEY  
EVP, General Counsel, and Secretary  
THE TJX COMPANIES, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JEFFREY MARGULIES  
Partner, Fulbright & Jaworski LLP  
*Attorneys for Defendant*

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

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

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

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

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

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

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

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

**FOR DEFENDANT:**

Dated: 9/3/2014

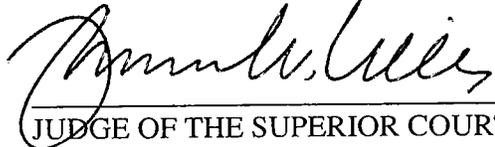
By:   
ANN MCCAULEY  
EVP, General Counsel, and Secretary  
THE TJX COMPANIES, INC.

Dated: 9/8/14

By:   
JEFFREY MARGULIES  
Partner, Fulbright & Jaworski LLP  
*Attorneys for Defendant*

**IT IS SO ORDERED.**

Dated: 9/10/14

By:   
JUDGE OF THE SUPERIOR COURT  
THOMAS W. WILLS

ATTACHMENT A

*Additional Counsel for Plaintiff, the People of the State of California*

1  
2  
3 **MICHAEL L. RAMSEY**  
4 **District Attorney of Butte County**  
5 **HAROLD M. THOMAS, SBN 131212**  
6 Deputy District Attorney  
7 25 County Center Drive, Suite 245  
8 Oroville, CA 95965-3370  
9 Telephone: (530) 538-7411

8 **MARK A. PETERSON**  
9 **District Attorney of Contra Costa County**  
10 **STACEY GRASSINI, SBN 154937**  
11 Deputy District Attorney  
12 900 Ward Street  
13 P.O. Box 670  
14 Martinez, CA 94553-0150  
15 Telephone: (925) 957-8604

13 **VERN PIERSON**  
14 **District Attorney of El Dorado County**  
15 **ROBERT E. NICHOLS, SBN 100028**  
16 Deputy District Attorney  
17 515 Main Street  
18 Placerville, CA 95667  
19 Telephone: (530) 621-6472

18 **ELIZABETH A. EGAN**  
19 **District Attorney of Fresno County**  
20 **MICHAEL BRUMMEL, SBN 236116**  
21 Deputy District Attorney  
22 929 L Street  
23 Fresno, CA 93721  
24 Telephone: (559) 600-3156

22 **PAUL V. GALLEGOS**  
23 **District Attorney of Humboldt County**  
24 **ROBERT E. NICHOLS, SBN 100028**  
25 Deputy District Attorney  
26 825 5th Street  
27 Eureka, CA 95501  
28 Telephone: (707) 445-7411

**LISA S. GREEN**  
**District Attorney of Kern County**  
**JOHN T. MITCHELL, SBN 99967**  
Deputy District Attorney  
1215 Truxtun Avenue  
Bakersfield, CA 93301  
Telephone: (661) 868-2340

**GREG STRICKLAND**  
**District Attorney of Kings County**  
**ROBERT E. NICHOLS, SBN 100028**  
Deputy District Attorney  
1400 West Lacey Boulevard  
Hanford, CA 93230  
Telephone: (559) 582-0326

**MICHAEL N. FEUER**  
**City Attorney of Los Angeles**  
**PATRICIA BILGIN, SBN 164090**  
Assistant City Attorney  
City Hall East  
200 N. Main Street, 8th Floor  
Los Angeles, CA 90012  
Telephone: (213) 978-8347

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18 **JOSEPH P. D'AGOSTINO, SBN 115774**  
19 Senior Assistant District Attorney  
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23 Santa Ana, CA 92701  
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10 **County**  
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**EXHIBIT A**

**Exhibit A - Defendant's Facilities**

Address	City	State	Zip	Store	County
39281 Fremont Hub	Fremont	CA	94538	Marshalls	Alameda
1245 Marina Blvd.	San Leandro	CA	94577	Marshalls	Alameda
7892 Dublin Blvd.	Dublin	CA	94568	Marshalls	Alameda
5795 Christie Ave	Emeryville	CA	94608	Marshalls	Alameda
4840 Dublin Blvd.	Dublin	CA	94568	TJ Maxx	Alameda
43519 Boscell	Fremont	CA	94538	TJ Maxx	Alameda
2250 So. Shore Center	Alameda	CA	94501	TJ Maxx	Alameda
4490 Las Positas Rd	Livermore	CA	94551	TJ Maxx	Alameda
43519 Boscell Road	Fremont	CA	94538	HomeGoods	Alameda
2357 Myers St Suite D	Oroville	CA	95966	Marshalls	Butte
2540 Notre Dame Blvd.	Chico	CA	95928	TJ Maxx	Butte
2310 Monument Blvd	Pleasant Hill	CA	94523	Marshalls	Contra Costa
10794 San Pablo Avenue	El Cerrito	CA	94530	Marshalls	Contra Costa
3140 Fostoria Way	Danville	CA	94526	Marshalls	Contra Costa
472 Center St.	Moraga	CA	94556	TJ Maxx	Contra Costa
4673 Clayton Rd.	Concord	CA	94521	TJ Maxx	Contra Costa
2675 Pleasant Hill Road	Pleasant Hill	CA	94523	TJ Maxx	Contra Costa
2450 Sand Creek Road	Brentwood	CA	94513	TJ Maxx	Contra Costa
2460 Sand Creek Road	Brentwood	CA	94513	HomeGoods	Contra Costa
590 Moraga Road	Moraga	CA	94556	HomeGoods	Contra Costa
120 Sunset Drive	Moraga	CA	94583	HomeGoods	Contra Costa
3959 Missouri Flat Rd.	San Ramon	CA	94567	TJ Maxx	El Dorado
2015 Lake Tahoe Blvd	Placerville	CA	96150	TJ Maxx	El Dorado
540 Shaw Ave.	South Lake Tahoe	CA	93612	Marshalls	Fresno
7440 N. Blackstone Avenue	Clovis	CA	93720	Marshalls	Fresno
2097 West Shaw Ave.	Fresno	CA	93711	TJ Maxx	Fresno
675 W. Herndon Ave.	Fresno	CA	93612	TJ Maxx	Fresno
7871 N. Blackstone Ave.	Clovis	CA	93720	HomeGoods	Fresno
1395 Herndon Avenue	Fresno	CA	93612	HomeGoods	Fresno
3300 Broadway St	Clovis	CA	95501	TJ Maxx	Humboldt
568 E Danenberg Rd	Eureka	CA	92243	Marshalls	Imperial
3008 Ming Avenue	El Centro	CA	93304	Marshalls	Kern
3412 Ming Ave.	Bakersfield	CA	93309	TJ Maxx	Kern
5510 Stockdale Highway	Bakersfield	CA	93309	HomeGoods	Kern
264 North 12th Ave	Bakersfield	CA	93230	Marshalls	Kings
19731 Vanowen Street	Hanford	CA	91306	Marshalls	Los Angeles
15906 E. Imperial Hwy	Winnetka	CA	90638	Marshalls	Los Angeles
19800 Hawthorne Blvd. Ste 100	La Mirada	CA	90503	Marshalls	Los Angeles
12106 Lakewood Blvd	Torrance	CA	90241	Marshalls	Los Angeles
2735 Eastland Ctr Dr	Downey	CA	91791	Marshalls	Los Angeles
14401 Inglewood Ave	West Covina	CA	90250	Marshalls	Los Angeles
3855 E. Foothill Blvd.	Hawthorne	CA	91107	Marshalls	Los Angeles
3420 West Century Blvd	Pasadena	CA	90303	Marshalls	Los Angeles
8480 Beverly Blvd	Inglewood	CA	90048	Marshalls	Los Angeles
6221 Bristol Parkway	Los Angeles	CA	90230	Marshalls	Los Angeles
5810 E. Florence Ave	Culver City	CA	90201	Marshalls	Los Angeles
4141 Woodruff Ave	Bell Gardens	CA	90713	Marshalls	Los Angeles
44500 Valley Central Way	Lakewood	CA	93536	Marshalls	Los Angeles
9028 Sepulveda Boulevard	Lancaster	CA	91343	Marshalls	Los Angeles
1801 Ximeno Avenue	North Hills	CA	90815	Marshalls	Los Angeles
11239 Ventura Blvd.	Long Beach	CA	91604	Marshalls	Los Angeles
15022 Summit Ave	Studio City	CA	92336	Marshalls	Los Angeles
564 W. Huntington	Fontana	CA	91016	Marshalls	Los Angeles
10603 S Carmenita Rd	Monrovia	CA	90670	Marshalls	Los Angeles
	Santa Fe Springs	CA			

**Exhibit A - Defendant's Facilities**

Address	City	State	Zip	Store	County
3525 W. Carson Street #164	Torrance	CA	90503	Marshalls	Los Angeles
17370 East Colima Road	Rowland Heights	CA	91748	Marshalls	Los Angeles
15945 Ventura Boulevard	Encino	CA	91436	Marshalls	Los Angeles
2065 Verdugo Blvd.	Montrose	CA	91020	Marshalls	Los Angeles
11270 W Olympic Blvd.	Los Angeles	CA	90064	Marshalls	Los Angeles
25630 The Old Road	Stevenson Ranch	CA	91381	Marshalls	Los Angeles
890 West Beverly Blvd.	Montebello	CA	90640	Marshalls	Los Angeles
1701 N. Victory Place	Burbank	CA	91502	Marshalls	Los Angeles
8880 Washington Blvd	Pico Rivera	CA	90660	Marshalls	Los Angeles
7316 S Alameda St	La Alameds [Huntington Park]	CA	90255	Marshalls	Los Angeles
28901 South Western Ave	Rancho Palos Verdes	CA	90275	Marshalls	Los Angeles
1830 Durfee Ave	South El Monte	CA	91733	Marshalls	Los Angeles
4450 Atlantic Ave	Long Beach	CA	90802	Marshalls	Los Angeles
2340 Foothill Blvd	La Verne	CA	91450	Marshalls	Los Angeles
100 S Brand Blvd	Glendale	CA	91205	Marshalls	Los Angeles
3525 W. Carson Street	Torrance	CA	90503	TJ Maxx	Los Angeles
19361 Soledad Canyon Rd	Canyon Country	CA	91351	TJ Maxx	Los Angeles
3650 Martin Luther King Jr Blvd	Los Angeles	CA	90008	TJ Maxx	Los Angeles
8874 Madison Ave.	Fair Oaks	CA	95628	TJ Maxx	Los Angeles
18045 Chatsworth St.	Granada Hills	CA	91344	TJ Maxx	Los Angeles
10727 South St.	Cerritos	CA	90701	TJ Maxx	Los Angeles
909 West Arrow Hgwy.	San Dimas	CA	91773	TJ Maxx	Los Angeles
24 Peninsula Center	Rolling Hills Estates	CA	90274	TJ Maxx	Los Angeles
13530 Whittier Blvd.	Whittier	CA	90605	TJ Maxx	Los Angeles
535 N. Grand Ave.	Walnut	CA	91789	TJ Maxx	Los Angeles
6609 Fallbrook Ave.	West Hills	CA	91307	TJ Maxx	Los Angeles
8145 E. Wardlow Rd.	Long Beach	CA	90808	TJ Maxx	Los Angeles
5749 Rosemead Blvd.	Temple City	CA	91780	TJ Maxx	Los Angeles
11020 W. Jefferson Blvd.	Culver City	CA	90230	TJ Maxx	Los Angeles
663 Foothill Blvd.	La Canada	CA	91011	TJ Maxx	Los Angeles
30805 East Thousand Oaks Blvd	Westlake Village	CA	91362	TJ Maxx	Los Angeles
8621 South Sepulveda Blvd.	Westchester	CA	90045	TJ Maxx	Los Angeles
1401 Hawthorne Blvd.	Redondo Beach	CA	90278	TJ Maxx	Los Angeles
245 No. Glendale Avenue	Glendale	CA	91206	TJ Maxx	Los Angeles
15719 Downey Ave	Paramount	CA	90723	TJ Maxx	Los Angeles
1651 North Victory Place	Burbank	CA	91505	TJ Maxx	Los Angeles
1251 4th St	Santa Monica	CA	90401	TJ Maxx	Los Angeles
2150 North Bellflower Blvd.	Long Beach	CA	90815	TJ Maxx	Los Angeles
18700 Ventura Blvd Ste 170	Tarzana	CA	91356	TJ Maxx	Los Angeles
11758 Firestone Blvd	Norwalk	CA	90650	TJ Maxx	Los Angeles
455 South Lake Ave.	Pasadena	CA	91101	TJ Maxx	Los Angeles
14651 Ventura Blvd	Sherman Oaks	CA	91403	TJ Maxx	Los Angeles
8487 W 3rd St	Los Angeles	CA	90048	TJ Maxx	Los Angeles
27087 McBean Pkwy.	Valencia	CA	91355	HomeGoods	Los Angeles
22940 Victory Boulevard	Woodland Hills	CA	91367	HomeGoods	Los Angeles
8621 South Sepulveda Blvd	Westchester	CA	90045	HomeGoods	Los Angeles
1239 S. Lonehill Ave.	Glendora	CA	91740	HomeGoods	Los Angeles
585 N. Grand Ave.	Walnut	CA	91789	HomeGoods	Los Angeles
935 Foothill Blvd	La Canada	CA	91011	HomeGoods	Los Angeles
24663 Crenshaw Blvd.	Torrance	CA	90505	HomeGoods	Los Angeles
142 South Brand	Glendale	CA	91206	HomeGoods	Los Angeles
750 S. Sepulveda Blvd.	El Segundo	CA	90245	HomeGoods	Los Angeles

**Exhibit A - Defendant's Facilities**

Address	City	State	Zip	Store	County
10813 Zelzah Avenue	Granada Hills	CA	91344	HomeGoods	Los Angeles
19350 Hawthorne Blvd	Torrance	CA	90503	HomeGoods	Los Angeles
4245 Woodruff Avenue	Lakewood	CA	90713	HomeGoods	Los Angeles
205 West Imperial Highway	Brea	CA	92821	HomeGoods	Los Angeles
2060 W Cleveland Ste 100	Madera	CA	93637	Marshalls	Madera
204 Vintage Way	Novato	CA	94945	Marshalls	Marin
588 W. Francisco Blvd.	San Rafael	CA	94901	TJ Maxx	Marin
1200 Commerce Ave	Atwater	CA	95301	Marshalls	Merced
810 Playa Ave.	Sand City	CA	93955	Marshalls	Monterey
1674 N. Main Street	Salinas	CA	93906	Marshalls	Monterey
1400 S. Harbor Blvd.	Fullerton	CA	92832	Marshalls	Orange
16672 Beach Blvd.	Huntington Beach	CA	92647	Marshalls	Orange
24271 Avenida Dela Carlotta	Laguna Hills	CA	92653	Marshalls	Orange
17261 17th Street	Tustin	CA	92780	Marshalls	Orange
5893 Lincoln Ave	Buena Park	CA	90620	Marshalls	Orange
31878 Del Obispo	San Juan Capistrano	CA	92675	Marshalls	Orange
9939 Chapman Avenue	Garden Grove	CA	92841	Marshalls	Orange
3781 Alton Parkway	Irvine	CA	92606	Marshalls	Orange
901 South Coast Drive	Costa Mesa	CA	92626	Marshalls	Orange
12325 Seal Beach Blvd	Seal Beach	CA	92740	Marshalls	Orange
1407 W Chapman Ave	Orange	CA	92868	Marshalls	Orange
130 E Yorba Linda Blvd	Placentia	CA	92870	Marshalls	Orange
419 E First St	Santa Ana	CA	92701	Marshalls	Orange
2300 Harbor Blvd., Suite D	Costa Mesa	CA	92626	TJ Maxx	Orange
27690 Santa Margarita Parkway	Mission Viejo	CA	92679	TJ Maxx	Orange
1437 East Katella Ave.	Orange	CA	92867	TJ Maxx	Orange
2500 East Imperial Hwy.	Brea	CA	92821	TJ Maxx	Orange
2951 El Camino Real	Tustin	CA	92782	TJ Maxx	Orange
18295 Brookhurst St.	Fountain Valley	CA	92708	TJ Maxx	Orange
1220 W. Imperial Highway.	La Habra	CA	90631	TJ Maxx	Orange
26781 Aliso Creek Road	Aliso Viejo	CA	92656	TJ Maxx	Orange
8116 East Santa Ana Canyon Rd.	Anaheim	CA	92808	TJ Maxx	Orange
3900 So. Bristol St	Santa Ana	CA	92704	TJ Maxx	Orange
2817 Park Ave	Tustin	CA	92782	TJ Maxx	Orange
550 No. Euclid St.	Anaheim	CA	92801	TJ Maxx	Orange
26781 Aliso Creek Rd.	Aliso Viejo	CA	92653	HomeGoods	Orange
2300 Harbor Blvd.	Costa Mesa	CA	92626	HomeGoods	Orange
12343 Seal Beach Blvd.	Seal Beach	CA	90740	HomeGoods	Orange
27482 Antonio Pkwy.	Ladera Ranch	CA	92694	HomeGoods	Orange
19651 Yorba Linda Boulevard	Yorba Linda	CA	92886	HomeGoods	Orange
23614 El Toro Rd.	Lake Forest	CA	92630	HomeGoods	Orange
2817 Park Ave	Tustin	CA	92782	HomeGoods	Orange
7742 Edinger Avenue	Huntington Beach	CA	92647	HomeGoods	Orange
1200 Galleria Boulevard	Roseville	CA	95678	Marshalls	Placer
1850 Douglas Blvd.	Roseville	CA	95661	TJ Maxx	Placer
115 Ferrari Ranch Road	Lincoln	CA	95648	TJ Maxx	Placer
8676 Sierra College Blvd.	Roseville	CA	95661	HomeGoods	Placer
2459 Tuscany Street	Corona	CA	92881	Marshalls	Riverside
79395 Highway 111	La Quinta	CA	92253	Marshalls	Riverside
2825 West Florida Ave	Hemet	CA	92545	Marshalls	Riverside
2676 Canyon Springs Parkway	Riverside	CA	92507	Marshalls	Riverside
72469 Highway 111	Palm Desert	CA	92260	Marshalls	Riverside
32155 US Hwy 79 S	Temecula	CA	92592	Marshalls	Riverside

**Exhibit A - Defendant's Facilities**

Address	City	State	Zip	Store	County
42425 A Jackson Street	Indio	CA	92202	Marshalls	Riverside
5200 Ramon Road B5	Palm Springs	CA	92264	Marshalls	Riverside
72449 Highway 111	Palm Desert	CA	92260	TJ Maxx	Riverside
26427 Ynez Rd.	Temecula	CA	92591	TJ Maxx	Riverside
12387 Limonite Ave.	Mira Loma	CA	91752	TJ Maxx	Riverside
2465 E. Palm Canyon Road	Palm Springs	CA	92262	TJ Maxx	Riverside
30164 Haun Rd.	Menifee	CA	92584	TJ Maxx	Riverside
390 McKinley, Ste. 101	Corona	CA	92879	TJ Maxx	Riverside
12625 Frederick St	Moreno Valley	CA	92553	TJ Maxx	Riverside
42-400 Washington St.	Bermuda Dunes	CA	92201	HomeGoods	Riverside
27560 Ynez Road	Temecula	CA	92591	HomeGoods	Riverside
12351 Limonite Avenue	Eastvale	CA	91752	HomeGoods	Riverside
12625 Frederick Street	Moreno Valley	CA	92553	HomeGoods	Riverside
1250 Howe Ave.	Sacramento	CA	95825	Marshalls	Sacramento
1000 Florin Rd	Sacramento	CA	95831	Marshalls	Sacramento
7975A Greenback Lane	Citrus Heights	CA	95610	Marshalls	Sacramento
4780 Natomas Blvd	Sacramento	CA	95835	Marshalls	Sacramento
2735 East Bidwell Street	Folsom	CA	95630	Marshalls	Sacramento
10837 Olson Dr	Rancho Cordova	CA	95670	Marshalls	Sacramento
39433 10th Street West	Palmdale	CA	93551	TJ Maxx	Sacramento
9154 W. Stockton Blvd.	Elk Grove	CA	95758	TJ Maxx	Sacramento
4651 2nd St	Davis	CA	95618	TJ Maxx	Sacramento
2721 Marconi Ave	Sacramento	CA	95821	TJ Maxx	Sacramento
9674 Bruceville Rd.	Elk Grove	CA	95757	HomeGoods	Sacramento
1010 E. Bidwell Street	Folsom	CA	95630	HomeGoods	Sacramento
4040 Grand Ave.	Chino	CA	91710	TJ Maxx	San Bernardino
10788 Foothill Blvd., Suite #104	Rancho Cucamonga	CA	91730	HomeGoods	San Bernardino
1635 W. Lugonia Ave	Redlands	CA	91730	HomeGoods	San Bernardino
741 W. 2nd Street	San Bernardino	CA	92374	Marshalls	San Bernardino
150 West Foothill Blvd	Upland	CA	92410	Marshalls	San Bernardino
4377 Mills Circle	Ontario	CA	91786	Marshalls	San Bernardino
3967 Grand Avenue	Chino	CA	91764	Marshalls	San Bernardino
12787 Main St	Hesperia	CA	91710	Marshalls	San Bernardino
17144 Slover Ave	Fontana	CA	92345	Marshalls	San Bernardino
1151 E. 19th Street	Upland	CA	92337	TJ Maxx	San Bernardino
277 East 40th St	San Bernardino	CA	91786	TJ Maxx	San Bernardino
33616 Yucaipa Blvd	Yucaipa	CA	92404	TJ Maxx	San Bernardino
4040 Grand Ave.	Chino	CA	92399	TJ Maxx	San Bernardino
673 San Rodolfo Drive	Solana Beach	CA	91710	HomeGoods	San Bernardino
310 East H Street	Chula Vista	CA	92075	Marshalls	San Diego
1834 Marron Road	Carlsbad	CA	91910	Marshalls	San Diego
8170 Mira Mesa Blvd.	San Diego	CA	92008	Marshalls	San Diego
11730 Carmel Mountain Rd	San Diego	CA	92126	Marshalls	San Diego
4209 Genesee Ave	San Diego	CA	92126	Marshalls	San Diego
161 Las Posas	San Marcos	CA	92128	Marshalls	San Diego
4472 Camino de la Plaza	San Marcos	CA	92117	Marshalls	San Diego
8657 Villa LaJolla Drive Ste #111	San Marcos	CA	92078	Marshalls	San Diego
	San Ysidro	CA	92173	Marshalls	San Diego
	La Jolla	CA	92037	Marshalls	San Diego
855 Jackman Street	El Cajon	CA	92020	Marshalls	San Diego
908 Camino Del Rio N.	San Diego	CA	92108	Marshalls	San Diego
5831 University Ave	San Diego	CA	92115	Marshalls	San Diego
216A El Camino Real	Encinitas	CA	92024	TJ Maxx	San Diego
1274 Auto Parkway	Escondido	CA	92029	TJ Maxx	San Diego
3355 Rosecrans St.	San Diego	CA	92110	TJ Maxx	San Diego

**Exhibit A - Defendant's Facilities**

Address	City	State	Zip	Store	County
4995 Clairemont Dr.	San Diego	CA	92117	TJ Maxx	San Diego
9914 Mission Gorge Road	Santee	CA	92071	TJ Maxx	San Diego
3817 Plaza Drive	Oceanside	CA	92056	TJ Maxx	San Diego
878 Eastlake Pky	Chula Vista	CA	91915	TJ Maxx	San Diego
11160 Rancho Carmel Rd	San Diego	CA	92128	TJ Maxx	San Diego
3951 Camino De La Plaza	San Ysidro	CA	92173	TJ Maxx	San Diego
284 N. El Camino Real	Encinitas	CA	92024	HomeGoods	San Diego
13644D Poway Rd.	Poway	CA	92064	HomeGoods	San Diego
3331 Rosecrans Street	San Diego	CA	92110	HomeGoods	San Diego
159 Fletcher Parkway	El Cajon	CA	92020	HomeGoods	San Diego
760 Market St	San Francisco	CA	94102	Marshalls	San Francisco
855 Harrison St.	San Francisco	CA	94107	TJ Maxx	San Francisco
2203 Grand Canal Blvd	Stockton	CA	95207	Marshalls	San Joaquin
2429 West Kettlemen Lane	Lodi	CA	95242	Marshalls	San Joaquin
2481 Naglee Rd	Tracy	CA	95304	Marshalls	San Joaquin
277 Commerce Avenue	Manteca	CA	95336	TJ Maxx	San Joaquin
720 West Hammer Lane	Stockton	CA	95210	TJ Maxx	San Joaquin
5416 Pacific Ave.	Stockton	CA	95207	HomeGoods	San Joaquin
2960 W. Grant Line Road	Tracy	CA	95304	HomeGoods	San Joaquin
1128 West Branch Street	Arroyo Grande	CA	93420	Marshalls	San Luis Obispo
1541 Froom Ranch Rd	San Luis Obispo	CA	93405	TJ Maxx	San Luis Obispo
2453 Golden Hill Rd.	Paso Robles	CA	93446	TJ Maxx	San Luis Obispo
2545 El Camino Real	Redwood City	CA	94061	Marshalls	San Mateo
65 Colma Blvd.	Colma	CA	94014	Marshalls	San Mateo
1268 El Camino Real	San Bruno	CA	94066	Marshalls	San Mateo
2240 Bridgepointe Pkwy	San Mateo	CA	94404	Marshalls	San Mateo
1850 South Grant St.	San Mateo	CA	94402	TJ Maxx	San Mateo
1251 Industrial Road	San Carlos	CA	94070	TJ Maxx	San Mateo
100 Westlake Ctr	Daly City	CA	94015	TJ Maxx	San Mateo
1275 Industrial Road	San Carlos	CA	94070	HomeGoods	San Mateo
900 State St	Santa Barbara	CA	93101	Marshalls	Santa Barbara
701 North H Street	Lompoc	CA	93436	Marshalls	Santa Barbara
2270 S. Bradley	Santa Maria	CA	93455	TJ Maxx	Santa Barbara
5160 Stevens Creek Blvd	San Jose	CA	95129	Marshalls	Santa Clara
330 N Capitol Ave	San Jose	CA	95133	Marshalls	Santa Clara
535 Coleman Ave	San Jose	CA	95110	Marshalls	Santa Clara
1040 Grant Rd	Mountain View	CA	94040	Marshalls	Santa Clara
1875 S. Bascom Ave. #510	Campbell	CA	95008	Marshalls	Santa Clara
1360 Great Mall Drive	Milpitas	CA	95035	Marshalls	Santa Clara
7201 Camino Arroyo	Gilroy	CA	95020	Marshalls	Santa Clara
3201 Mission College Blvd.	Santa Clara	CA	95054	TJ Maxx	Santa Clara
1825 Hillsdale Ave.	San Jose	CA	95124	TJ Maxx	Santa Clara
20730 Stevens Creek Blvd.	Cupertino	CA	95014	TJ Maxx	Santa Clara
401 Vineyard Towne Center	Morgan Hill	CA	95037	TJ Maxx	Santa Clara
5353 Almaden Expressway	San Jose	CA	95118	TJ Maxx	Santa Clara
5353 Almaden Expressway	San Jose	CA	95118	HomeGoods	Santa Clara
3201 Mission College Blvd.	Santa Clara	CA	95054	HomeGoods	Santa Clara
950-70 Renz Ln., Ste. 70	Gilroy	CA	95020	HomeGoods	Santa Clara
20730 Stevens Creek Blvd.	Cupertino	CA	95014	HomeGoods	Santa Clara
1664 Commercial Way	Santa Cruz	CA	95065	Marshalls	Santa Cruz
1160 Hilltop Drive	Redding	CA	96003	TJ Maxx	Shasta

**Exhibit A - Defendant's Facilities**

<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Store</b>	<b>County</b>
161 Nut Tree Parkway	Vacaville	CA	95687	Marshalls	Solano
141 Plaza Drive	Vallejo	CA	94589	Marshalls	Solano
5063 Business Center Drive	Fairfield	CA	94534	TJ Maxx	Solano
1641-A East Monta Vista Ave	Vacaville	CA	95688	HomeGoods	Solano
1966 Santa Rosa Ave	Santa Rosa	CA	95404	Marshalls	Sonoma
2226 Cleveland Ave	Santa Rosa	CA	95403	TJ Maxx	Sonoma
401 Kenilworth Dr S1020	Petaluma	CA	94952	TJ Maxx	Sonoma
401 Kenilworth Drive	Petaluma	CA	94952	HomeGoods	Sonoma
3440 McHenry Ave	Modesto	CA	95350	Marshalls	Stanislaus
3900 Sisk Road, Suite J	Modesto	CA	95356	TJ Maxx	Stanislaus
2891 Countryside Drive	Turlock	CA	95380	TJ Maxx	Stanislaus
1130 Harter Rd	Yuba City	CA	95993	Marshalls	Sutter
3111 South Mooney Blvd	Visalia	CA	93277	Marshalls	Tulare
1351 W Henderson Ave	Porterville	CA	93257	Marshalls	Tulare
3040 N Dinuba Blvd	Visalia	CA	93291	TJ Maxx	Tulare
13773 Mono Ave.	Sonora	CA	95370	TJ Maxx	Tuolumne
225 N. Moorpark Road	Thousand Oaks	CA	91360	Marshalls	Ventura
1835 Ventura Blvd.	Oxnard	CA	93030	Marshalls	Ventura
808 New Los Angeles Ave.	Moorpark	CA	93021	TJ Maxx	Ventura
1332 N. Moorpark Rd.	Thousand Oaks	CA	91360	HomeGoods	Ventura
3050 Cochran Street	Simi Valley	CA	93065	HomeGoods	Ventura
271 West Esplanade Drive	Oxnard	CA	93030	TJ Maxx	Ventura
45 West Main Street	Woodland	CA	95695	Marshalls	Yolo

**EXHIBIT B-1**

## Exhibit B-1 Civil Penalties

Prosecutor Office	Civil Penalties - Health and Safety Code §25189	Civil Penalties - Health and Safety Code §25515.2	Civil Penalties - Business and Professions Code §17200	Total Civil Penalties Paid to Prosecutor Office
Alameda County District Attorney's Office	\$12,750	\$62,250	\$558,500	\$633,500
Butte County District Attorney's Office	\$350	\$1,650	\$4,000	\$6,000
Contra Costa County District Attorney's Office	\$750	\$5,250	\$8,000	\$14,000
El Dorado County District Attorney's Office	\$350	\$1,650	\$4,000	\$6,000
Fresno County District Attorney's Office	\$550	\$3,450	\$6,000	\$10,000
Humboldt County District Attorney's Office	\$300	\$1,200	\$3,500	\$5,000
Kern County District Attorney's Office	\$400	\$2,100	\$4,500	\$7,000
Kings County District Attorney's Office	\$300	\$1,200	\$3,500	\$5,000
Los Angeles City Attorney's Office	\$1,050	\$7,950	\$11,000	\$20,000
Los Angeles County District Attorney's Office	\$3,950	\$29,550	\$29,500	\$63,000
Madera County District Attorney's Office	\$300	\$1,200	\$3,500	\$5,000
Marin County District Attorney's Office	\$350	\$1,650	\$4,000	\$6,000
Merced County District Attorney's Office	\$300	\$1,200	\$3,500	\$5,000
Monterey County District Attorney's Office	\$12,750	\$62,250	\$558,500	\$633,500
Orange County District Attorney's Office	\$2,150	\$16,350	\$18,500	\$37,000
Placer County District Attorney's Office	\$700	\$3,300	\$4,000	\$8,000
Riverside County District Attorney's Office*	\$1,200	\$9,300	\$12,500	\$23,000
Sacramento County District Attorney's Office**	\$850	\$6,150	\$9,000	\$16,000
San Bernardino County District Attorney's Office	\$950	\$7,050	\$10,000	\$18,000
San Diego City Attorney's Office	\$850	\$6,150	\$9,000	\$16,000
San Diego County District Attorney's Office	\$900	\$6,600	\$9,500	\$17,000
San Francisco County District Attorney's Office	\$350	\$1,650	\$4,000	\$6,000
San Joaquin County District Attorney's Office	\$600	\$3,900	\$6,500	\$11,000
San Luis Obispo County District Attorney's Office	\$400	\$2,100	\$4,500	\$7,000
San Mateo County District Attorney's Office	\$650	\$4,350	\$7,000	\$12,000
Santa Barbara County District Attorney's Office	\$400	\$2,100	\$4,500	\$7,000
Santa Clara County District Attorney's Office	\$1,550	\$9,450	\$9,000	\$20,000
Santa Cruz County District Attorney's Office	\$300	\$1,200	\$3,500	\$5,000
Shasta County District Attorney's Office	\$300	\$1,200	\$3,500	\$5,000
Solano County District Attorney's Office***	\$450	\$2,550	\$5,000	\$8,000
Sonoma County District Attorney's Office	\$450	\$2,550	\$5,000	\$8,000
Stanislaus County District Attorney's Office	\$400	\$2,100	\$4,500	\$7,000
Sutter County District Attorney's Office	\$300	\$1,200	\$3,500	\$5,000
Tulare County District Attorney's Office	\$400	\$2,100	\$4,500	\$7,000
Tuolumne County District Attorney's Office	\$300	\$1,200	\$3,500	\$5,000
Ventura County District Attorney's Office	\$800	\$4,200	\$5,000	\$10,000
Yolo County District Attorney's Office	\$300	\$4,200	\$5,500	\$10,000
<b>Totals - Prosecutor Civil Penalties</b>	<b>\$50,000</b>	<b>\$283,500</b>	<b>\$1,353,500</b>	<b>\$1,687,000</b>

\*Health and Safety Code §25189: TJX shall pay \$1,200 as civil penalties pursuant to section 25189 of the Health and Safety Code, to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside. Health and Safety Code §25515.2: TJX shall pay \$9,300 as civil penalties pursuant to section 25515.2 of the Health and Safety Code, to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside. Business and Professions Code §17200: TJX shall pay \$12,500 to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 1206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited in the consumer protection account in the General Fund of Riverside County.

\*\*The money paid to the Sacramento District Attorney as costs and penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement of costs and to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

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

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

**EXHIBIT B-2**

## Exhibit B-2 - Civil Penalties

Agency	Civil Penalties - Health and Safety Code §25189	Civil Penalties - Health and Safety Code §25515.2	Total Civil Penalties Paid to Agency
Alameda Co. - Alameda Co. Environmental Health Services	\$5,640	\$27,693	\$33,333
Alameda Co. - City of San Leandro Environmental Services	\$1,435	\$6,898	\$8,333
Alameda Co. - Fremont City Fire Department, Haz Mat Unit	\$4,240	\$20,760	\$25,000
Alameda Co. - Livermore - Pleasanton Fire Department, Haz Mat Unit*	\$1,435	\$6,898	\$8,333
Butte Co. Environmental Health Dept.	\$350	\$1,650	\$2,000
Contra Costa Co. Health Services - Hazardous Materials Program	\$750	\$5,250	\$6,000
El Dorado Co. Environmental Management Department	\$350	\$1,650	\$2,000
Fresno Co. Community Health Dept., Environmental Health Division	\$550	\$3,450	\$4,000
Humboldt Co. Division of Environmental Health	\$300	\$1,200	\$1,500
Kern Co. - Bakersfield City Fire Department	\$400	\$2,100	\$2,500
Kings Co. Environmental Health Services	\$300	\$1,200	\$1,500
Los Angeles Co. - Los Angeles Co. Fire Health Hazmat	\$2,850	\$24,150	\$27,000
Los Angeles Co. - Long Beach Environmental Health	\$400	\$2,100	\$2,500
Los Angeles Co. - Glendale City Fire Dept-Environmental Management	\$400	\$2,100	\$2,500
Los Angeles Co. - Santa Fe Springs Dept of Fire-Rescue	\$300	\$1,200	\$1,500
City of Los Angeles Fire Dept.	\$1,050	\$7,950	\$9,000
Madera Co. Dept. of Environmental Health	\$300	\$1,200	\$1,500
Marin Co. Department of Public Works, Waste Management Division	\$350	\$1,650	\$2,000
Merced Co. Division of Environmental Health	\$300	\$1,200	\$1,500
Monterey Co. Health Department	\$12,750	\$62,250	\$75,000
Orange Co. - City of Anaheim Fire Dept.	\$350	\$1,650	\$2,000
Orange Co. - Health Care Agency - Env. Health**	\$1,800	\$14,700	\$16,500
Placer Co. - City of Roseville Fire Department	\$400	\$2,100	\$2,500
Placer Co. - Placer Co. Environmental Health Division	\$300	\$1,200	\$1,500
Riverside Co. Dept. of Environmental Health	\$1,200	\$9,300	\$10,500
Sacramento Co. Environmental Management Dept.	\$850	\$6,150	\$7,000
San Bernardino Co. Fire Dept. HAZMAT Div.	\$950	\$7,050	\$8,000
San Diego Co. Dept. of Environmental Health	\$1,500	\$12,000	\$13,500
San Francisco Co.- CUPA City & Co. Public Health Department	\$350	\$1,650	\$2,000
San Joaquin Co. - Environmental Health Dept.	\$600	\$3,900	\$4,500
San Luis Obispo Co. Environmental Health Services	\$400	\$2,100	\$2,500
San Mateo Co. - Environmental Health Division	\$650	\$4,350	\$5,000
Santa Barbara Co. Fire Dept.	\$400	\$2,100	\$2,500
Santa Clara Co. - Dept. of Environmental Health, Hazardous Materials Compliance Division	\$850	\$6,150	\$7,000
Santa Clara Co. - City of Gilroy Fire Dept.	\$350	\$1,650	\$2,000
Santa Clara Co. - City of Santa Clara Fire Department	\$350	\$1,650	\$2,000
Santa Cruz Co. Environmental Health	\$300	\$1,200	\$1,500
Shasta Co. Environmental Health Division	\$300	\$1,200	\$1,500
Solano Co. Department of Resource Management	\$450	\$2,550	\$3,000
Sonoma Co. - Petaluma City Fire Department	\$350	\$1,650	\$2,000
Sonoma Co. - Santa Rosa Fire Department	\$350	\$1,650	\$2,000
Stanislaus Co. Dept. of Environmental Resources	\$400	\$2,100	\$2,500
Sutter Co. Environmental Health	\$300	\$1,200	\$1,500
Tulare Co. Environmental Health Dept.	\$400	\$2,100	\$2,500
Tuolumne Co.	\$300	\$1,200	\$1,500

<b>Agency</b>	<b>Civil Penalties - Health and Safety Code §25189</b>	<b>Civil Penalties - Health and Safety Code §25515.2</b>	<b>Total Civil Penalties Paid to Agency</b>
Ventura Co. - Oxnard Fire-CUPA	\$350	\$1,650	\$2,000
Ventura Co. - Ventura Co. Department of Environmental Health	\$450	\$2,550	\$3,000
Yolo Co. CUPA	\$300	\$4,200	\$4,500
Department of Toxic Substances Control	\$100,000	\$0	\$100,000
<b>Total - Agency Civil Penalties</b>	<b>\$150,000</b>	<b>\$283,500</b>	<b>\$433,500</b>

\*The agency requested that the check be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account".

\*\*Sixteen Thousand and Five Hundred Dollars (\$16,500) is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancement of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.

**EXHIBIT C**

## **EXHIBIT C – SUPPLEMENTAL ENVIRONMENTAL PROJECTS**

- 1. Environmental Protection Prosecution Fund.** THE TJX COMPANIES, INC. shall provide the amount of Sixty Thousand Dollars (\$60,000.00) to be used by the Craig Thompson Environmental Protection Prosecution Fund (“CTEPP Fund”) for purposes consistent with the mission of the CTEPP Fund.
- 2. California District Attorneys Association Environmental Project.** THE TJX COMPANIES, INC. shall provide the amount of Sixty-Five Thousand Dollars (\$65,000.00) to be used by the California District Attorneys Association Environmental Project for the purposes consistent with the objectives of the California District Attorneys Association Environmental Project.
- 3. California District Attorneys Association Environmental Circuit Prosecutor Project.** THE TJX COMPANIES, INC., shall provide the amount of Sixty-Five Thousand Dollars (\$65,000.00) to be used by the California District Attorneys Association Environmental Circuit Prosecutor Project for the purposes consistent with the objectives of the Environmental Circuit Prosecutor Project.
- 4. Western States Project.** THE TJX COMPANIES, INC. shall provide the amount of Fifteen Thousand Dollars (\$15,000.00) to be used by the Western States Project for the purposes of providing training consistent with the objectives of the Western States Project.
- 5. California Hazardous Materials Investigators Association (CHMIA).** THE TJX COMPANIES, INC. shall provide the amount of Fifteen Thousand Dollars (\$15,000.00) to be used by the CHMIA Board of Directors to fund scholarships for attendance and participation at the annual training conference presented by CHMIA.

6. **Hope Services.** THE TJX COMPANIES, INC. shall provide the amount of Forty Thousand Dollars (\$40,000.00) to Hope Services, a 501(c)(3) organization, to be used for all of the following purposes: to host at least six electronic waste recycling events throughout Monterey County in which individuals can donate electronic waste items for recycling by Hope Services; to create an electronic waste educational brochure informing individuals how they can recycle electronic waste through Hope Services; to create signage for Monterey County Hope Services buildings to aid individuals in identifying electronic waste drop-off locations at such buildings; and to provide electronic waste recycling program support in Monterey County through outreach, awareness, and promotions (including without limitation, radio, and print advertisements.)

7. **Alameda County Fish & Game Commission.** THE TJX COMPANIES, INC. shall provide the amount of Forty Thousand Dollars (\$40,000.00) to the Alameda County Fish & Game Commission to be deposited in the Alameda County Fish and Wildlife Propagation Fund and to be used for the protection, conservation, propagation, and preservation of fish and wildlife pursuant to Fish and Game Code Sections 13100 and 13103.

8. **CalRecycle.** THE TJX COMPANIES, INC. shall provide the amount of Seventy-Five Thousand Dollars (\$75,000.00) to be used by the California Department of Resources Recycling and Recovery (CalRecycle) (hereinafter "CalRecycle") for purposes consistent with the mission of CalRecycle. The California Integrated Waste Management Act of 1989, which is administered by CalRecycle requires each city, county, and regional agency, if any, to develop a source reduction and recycling element of an integrated waste management plan containing specified components, including: a source reduction component, a recycling component, and a composting component. Local jurisdictions are responsible for education, outreach, and

monitoring for this law, which also sets a statewide goal of recycling 75 percent of solid waste by 2020. The funds provided by Defendant shall be used to provide grants designed to help reach that goal.

\*If the payment provided by THE TJX COMPANIES, INC. is accepted by a designated entity named above, such designated entity shall provide, until the exhaustion of the funds, annual letter reports describing the specific use of the funds. The annual letter reports shall be submitted to the Plaintiff's representatives identified in Paragraph 9 of this Stipulation for Entry of Final Judgment and Permanent Injunction.

**EXHIBIT D-1**

## Exhibit D-1 Costs

Prosecutor Office	Total Costs Paid to Prosecutor Office
Alameda County District Attorney's Office	\$90,750
Butte County District Attorney's Office	\$1,000
Contra Costa County District Attorney's Office	\$1,000
El Dorado County District Attorney's Office	\$1,000
Fresno County District Attorney's Office	\$1,000
Humboldt County District Attorney's Office	\$1,000
Kern County District Attorney's Office	\$1,000
Kings County District Attorney's Office	\$1,000
Los Angeles City Attorney's Office	\$1,000
Los Angeles County District Attorney's Office	\$1,000
Madera County District Attorney's Office	\$1,000
Marin County District Attorney's Office	\$1,000
Merced County District Attorney's Office	\$1,000
Monterey County District Attorney's Office	\$90,750
Orange County District Attorney's Office	\$1,000
Placer County District Attorney's Office	\$1,000
Riverside County District Attorney's Office*	\$1,000
Sacramento County District Attorney's Office**	\$1,000
San Bernardino County District Attorney's Office	\$1,000
San Diego City Attorney's Office	\$1,000
San Diego County District Attorney's Office	\$1,000
San Francisco County District Attorney's Office	\$1,000
San Joaquin County District Attorney's Office	\$1,000
San Luis Obispo County District Attorney's Office	\$1,000
San Mateo County District Attorney's Office	\$1,000
Santa Barbara County District Attorney's Office	\$1,000
Santa Clara County District Attorney's Office	\$1,000
Santa Cruz County District Attorney's Office	\$1,000
Shasta County District Attorney's Office	\$1,000
Solano County District Attorney's Office***	\$1,000
Sonoma County District Attorney's Office	\$1,000
Stanislaus County District Attorney's Office	\$1,000
Sutter County District Attorney's Office	\$1,000
Tulare County District Attorney's Office	\$1,000
Tuolumne County District Attorney's Office	\$1,000
Ventura County District Attorney's Office	\$1,000
Yolo County District Attorney's Office	\$1,000
<b>Totals - Prosecutor Costs</b>	<b>\$216,500</b>

\*TJX shall pay \$1,000 as costs to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.

\*\*The money paid to the Sacramento District Attorney as costs and penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement of costs and to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

**EXHIBIT D-2**

## Exhibit D-2 - Costs

Agency	Total Costs Paid to Agency
Alameda Co. - Alameda Co. Environmental Health Services	\$2,500
Alameda Co. - City of San Leandro Environmental Services	\$2,500
Alameda Co. - Fremont City Fire Department, Haz Mat Unit	\$2,500
Alameda Co. - Livermore - Pleasanton Fire Department, Haz Mat Unit*	\$2,500
Butte Co. Environmental Health Dept.	\$500
Contra Costa Co. Health Services - Hazardous Materials Program	\$500
El Dorado Co. Environmental Management Department	\$500
Fresno Co. Community Health Dept., Environmental Health Division	\$500
Humboldt Co. Division of Environmental Health	\$500
Kern Co. - Bakersfield City Fire Department	\$500
Kings Co. Environmental Health Services	\$500
Los Angeles Co. - Los Angeles Co. Fire Health Hazmat	\$500
Los Angeles Co. - Long Beach Environmental Health	\$500
Los Angeles Co. - Glendale City Fire Dept-Environmental Management	\$500
Los Angeles Co. - Santa Fe Springs Dept of Fire-Rescue	\$500
City of Los Angeles Fire Dept.	\$500
Madera Co. Dept. of Environmental Health	\$500
Marin Co. Department of Public Works, Waste Management Division	\$500
Merced Co. Division of Environmental Health	\$500
Monterey Co. Health Department	\$16,000
Orange Co. - City of Anaheim Fire Dept.	\$500
Orange Co. - Health Care Agency - Env. Health**	\$500
Placer Co. - City of Roseville Fire Department	\$500
Placer Co. - Placer Co. Environmental Health Division	\$500
Riverside Co. Dept. of Environmental Health	\$500
Sacramento Co. Environmental Management Dept.	\$500
San Bernardino Co. Fire Dept. HAZMAT Div.	\$500
San Diego Co. Dept. of Environmental Health	\$500
San Francisco Co.- CUPA City & Co. Public Health Department	\$500
San Joaquin Co. - Environmental Health Dept.	\$500
San Luis Obispo Co. Environmental Health Services	\$500
San Mateo Co. - Environmental Health Division	\$500
Santa Barbara Co. Fire Dept.	\$500
Santa Clara Co. - Dept. of Environmental Health, Hazardous Materials Compliance Division	\$500
Santa Clara Co. - City of Gilroy Fire Dept.	\$500
Santa Clara Co. - City of Santa Clara Fire Department	\$500
Santa Cruz Co. Environmental Health	\$500
Shasta Co. Environmental Health Division	\$500
Solano Co. Department of Resource Management	\$500
Sonoma Co. - Petaluma City Fire Department	\$500
Sonoma Co. - Santa Rosa Fire Department	\$500
Stanislaus Co. Dept. of Environmental Resources	\$500
Sutter Co. Environmental Health	\$500
Tulare Co. Environmental Health Dept.	\$500
Tuolumne Co.	\$500

Agency	Total Costs Paid to Agency
Ventura Co. - Oxnard Fire-CUPA	\$500
Ventura Co. - Ventura Co. Department of Environmental Health	\$500
Yolo Co. CUPA	\$500
Department of Toxic Substances Control	\$10,000
Salinas Valley Solid Waste Authority	\$8,000
<b>Total - Agency Costs</b>	<b>\$65,500</b>

\*The agency requested that the check be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account".

\*\*Five Hundred Dollars (\$500) is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancement of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.