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13 *[Plaintiff's Counsel Continued on Attachment A]*

14  
 15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 16 COUNTY OF ALAMEDA

17  
 18 PEOPLE OF THE STATE OF  
 CALIFORNIA,

19 **Plaintiff,**

20 v.

21  
 22 LOWE'S HOME CENTERS, LLC, FKA  
 LOWE'S HIW, INC., AND  
 23 ORCHARD SUPPLY COMPANY, LLC.,

24 **Defendants.**

CASE NO.: *RLG* 14718732

STIPULATION FOR ENTRY OF FINAL  
 JUDGMENT AND PERMANENT  
 INJUNCTION

Action filed:

**FILED**  
 ALAMEDA COUNTY

APR - 1 2014 *me*

CLERK OF THE SUPERIOR COURT  
 By *Redonda* Deputy

17  
 MAR 25 2014

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1           WHEREAS, this Stipulation for Entry of Final Judgment and Permanent Injunction (“Final  
2 Judgment”) is entered into by Plaintiff, the People of the State of California (“People”), and Lowe’s  
3 Home Centers, LLC and Orchard Supply Company, LLC (“New Orchard”) and their predecessors  
4 and successors.

5           WHEREAS, prior to December 31, 2013, the People were investigating facilities owned by  
6 Lowe’s HIW, Inc., and Lowe’s HIW, Inc. cooperated and worked with the People in this review of  
7 its activities.  
8

9           WHEREAS, on December 31, 2013 Lowe’s HIW, Inc. merged into Lowe’s Home Centers,  
10 LLC, and Lowe’s Home Centers, LLC is the surviving entity (“Lowe’s”).

11           WHEREAS, prior to August 30, 2013, the People were investigating facilities owned by  
12 Orchard Supply Hardware Stores Corporation and its subsidiaries (“Old Orchard”) for alleged  
13 violations relating to the transportation, use, management, training, storage, and disposal of  
14 hazardous materials and hazardous wastes.  
15

16           WHEREAS, the People filed a Complaint for Permanent Injunction, Civil Penalties and  
17 Other Equitable Relief in San Joaquin County Superior Court on or about December 16, 2013  
18 against Old Orchard (The People of the State of California v. Orchard Supply Hardware Stores  
19 Corporation et al. (Case No. 39-2013-00305351-CU-TT-STK) (“Old Orchard Complaint”).  
20

21           WHEREAS, on or about August 30, 2013, New Orchard acquired certain assets from Old  
22 Orchard (“Orchard Assets”) out of Old Orchard’s bankruptcy cases in the United States Bankruptcy  
23 Court for the District of Delaware (the “Bankruptcy Court”), case number 13-11565-CSS et al.,  
24 pursuant to an order of the Bankruptcy Court entered on August 20, 2013, free and clear of various  
25 claims and liabilities, except those specifically assumed by New Orchard as set forth in the  
26 Bankruptcy Court order.

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1 WHEREAS, included in the Orchard Assets are the stores and distribution center listed on  
2 **Exhibit A-2**, and which are defined below as the “California and Oregon Orchard Facilities”.

3 WHEREAS, the People allege that New Orchard may have engaged in activities described in  
4 the Complaint filed herein that took place at the California and Oregon Orchard Facilities, or with  
5 respect to vehicles used to transport products and materials to and from such facilities, including  
6 those responsible for the shipment of goods around, into and out of the State of California, that may  
7 have occurred with respect to the Orchard Assets from the period of August 30, 2013 to the date of  
8 this Final Judgment (“Orchard Activities”).

10 WHEREAS, New Orchard is a separate operating company responsible for New Orchard  
11 stores and other facilities and Lowe’s is a separate operating company responsible for Lowe’s stores  
12 and other facilities as affiliated entities.

14 WHEREAS, this Final Judgment only covers the former Lowe’s HIW, Inc., and New  
15 Orchard, as contained in the Complaint (“Complaint”) filed herein.

17 WHEREAS, this Final Judgment does not affect in any way the Old Orchard Complaint or  
18 any claims against Old Orchard.

19 WHEREAS, Lowe’s and New Orchard, respectively, as to the California Lowe’s Facilities  
20 listed on **Exhibit A-1** and California and Oregon Orchard Facilities listed on **Exhibit A-2** only, are  
21 individually and collectively referred to herein as “Defendants.”

22 WHEREAS, the People and Defendants shall be referred to collectively as “Parties.” The  
23 Parties have stipulated and consented to the entry of this Final Judgment prior to trial. The Parties  
24 have agreed to settle the above-captioned matter without further litigation, as set forth below.

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

27 ///  
28

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

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

4 **1. JURISDICTION**

5 The Parties stipulate and agree that the Superior Court of California, County of Alameda, has  
6 subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the  
7 Parties to this Final Judgment.  
8

9 **2. SETTLEMENT OF DISPUTED CLAIMS**

10 This Final Judgment is not an admission by Defendants regarding any issue of law or fact in  
11 the above-captioned matter or any violation of any law. The Parties enter into this Final Judgment  
12 pursuant to a compromise and settlement of disputed claims, as set forth in the Complaint filed in  
13 this action, for the purpose of furthering the public interest. The People believe that the resolution  
14 embodied in this Final Judgment is fair and reasonable and fulfills the People's enforcement  
15 objectives; and that except as provided in this Final Judgment, no further action is warranted  
16 concerning the allegations contained in the Complaint. Defendants agree that this Final Judgment is  
17 a fair and reasonable resolution of the matters alleged in the Complaint.  
18

19 All Parties have stipulated and consented to the entry of this Final Judgment prior to the  
20 taking of any proof, and without trial or adjudication of any fact or law herein. The Parties also  
21 waive their right to appeal.  
22

23 **3. DEFINITIONS**

24 Except where otherwise expressly defined in this Final Judgment, all terms shall be  
25 interpreted consistent with Chapters 6.5 and 6.95 of Division 20 of the Health and Safety Code;  
26 Health and Safety Code Sections 117600, *et seq.*; and the regulations promulgated under these  
27 Chapters and Sections.  
28

1           “California Lowe’s Facilities” means the Lowe’s current and former retail stores, distribution  
2 centers, and vehicles in the State of California used to transport products and materials to and from  
3 such facilities, located in the State of California that are responsible for the shipment of goods  
4 around, into and out of the State of California that are or were owned, operated, licensed, or leased  
5 by Lowe’s. The specific list of the locations of the California Lowe’s Facilities is attached as  
6 **Exhibit A-1** and shall not be to the exclusion of other locations that may have been inadvertently  
7 omitted from the list, where the Parties agree in writing that an omitted location should be included.  
8 As to any locations that have been omitted, Lowe’s shall provide the following to the People within  
9 thirty (30) days after the omission comes to the attention of Lowe’s: (a) written notice of such  
10 additional locations; and (b) to the best of Lowes’ knowledge and belief, copies of any notices of  
11 violation and/or governmental inspection reports applicable to such locations that have been received  
12 by that location since January 1, 2009. If, after the People have had sufficient time to review the  
13 alleged reason for the omission, and after Lowe’s has established to the satisfaction of the People  
14 that the omission was inadvertent, the Parties shall agree in writing that the additional location(s) are  
15 deemed included in the Final Judgment.  
16

17  
18           “California and Oregon Orchard Facilities” means the New Orchard’s retail stores,  
19 distribution centers, and vehicles primarily in the State of California used to transport products and  
20 materials to and from such facilities that are responsible for the shipment of goods around, into and  
21 out of the State of California after August 30, 2013 that are owned, operated, licensed, or leased by  
22 New Orchard. The specific list of the locations of the California and Oregon Orchard Facilities is  
23 attached as **Exhibit A-2** and shall not be to the exclusion of other locations that may have been  
24 inadvertently omitted from the list, where the Parties agree in writing that an omitted location should  
25 be included.  
26

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

5 “Covered Facilities” means the “California Lowe’s Facilities” and “California and Oregon  
6 Orchard Facilities” as defined above.

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

9  
10 **4. INJUNCTIVE RELIEF**

11 Pursuant to the provisions of Health and Safety Code Sections 25181, 25515.6, 25515.8, and  
12 Business and Professions Code Section 17203, and subject to Paragraph 23 below, Defendants are  
13 permanently enjoined to comply with Chapters 6.5 and 6.95 of Division 20 of the Health and Safety  
14 Code; Health & Safety Code Sections 117600 - 118360; and the regulations promulgated under these  
15 chapters, at their Covered Facilities, to the extent that such provisions apply to Defendants’ business  
16 operations at their current and former Covered Facilities. Failure to comply with this injunction or  
17 any of the specific additional injunctive provisions that follow may subject Defendants to sanctions  
18 including, but not limited to, contempt and/or additional penalties, except that, as to New Orchard,  
19 the People hereby agree, represent and warrant that they will not seek or bring any civil or criminal  
20 contempt action in this matter against New Orchard for actions or inactions arising out of or related  
21 to the Complaint or this Final Judgment that occur prior to December 31, 2014. Further, the People  
22 hereby agree, represent and warrant that a CUPA allegation or enforcement action and Defendants’  
23 documentation demonstrating compliance (or a return to compliance) shall not automatically result  
24 in a civil or criminal contempt action. Paragraph 15, below, applies to any application or motion for  
25 failure to comply with the injunctive provisions of this Final Judgment.  
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1           4.1     Specific Injunctive Provisions

2           Defendants shall comply with each of the following provisions to the extent such laws and  
3 regulations are applicable to each Covered Facility:

4           4.1.a   Defendants shall not dispose, or cause the disposal of, any hazardous waste at a point  
5 not authorized or permitted by the Department of Toxic Substances Control (“DTSC”), in violation  
6 of Health & Safety Code Section 25189, including, without limitation, to any trash compactor,  
7 dumpster, drain, sink, or toilet at any of the Covered Facilities, or onto the surface or subsurface of  
8 the ground at any unauthorized location, or at a landfill or transfer station not authorized to receive  
9 hazardous waste.  
10

11          4.1.b.   Defendants shall determine, at each Covered Facility, whether each item returned by  
12 a customer to that facility is a waste, and if so, whether it is a “hazardous waste” as required by  
13 California Code of Regulations, Title 22, Section 66262.11 [Hazardous Waste Determination].  
14

15          4.1.c.   Defendants shall determine, at each Covered Facility, whether each waste generated  
16 at that facility as a result of a spill, container breakage or other means rendering the product not  
17 usable for its intended purpose, is a “hazardous waste” as required by California Code of  
18 Regulations, Title 22, Section 66262.11.

19          4.1.d.   Defendants shall manage every hazardous waste identified pursuant to paragraphs  
20 4.1.a., 4.1.b. and 4.1.c in accordance with the requirements of Chapter 6.5 of the Health and Safety  
21 Code and its implementing regulations in the California Code of Regulations, Title 22.  
22

23          4.1.e.1.   Lowe’s shall not transport, transfer custody of, or cause to be transported, any  
24 hazardous waste unless the transporter is properly licensed and registered to transport hazardous  
25 waste, as required by Health & Safety Code Section 25163.

26          4.1.e.2.   New Orchard shall not transport, transfer custody of, or cause to be transported, any  
27 hazardous waste unless the transporter is properly licensed and registered to transport hazardous  
28

1 waste, as required by Health & Safety Code Section 25163. This prohibition includes, without  
2 limitation, the transportation of any hazardous waste by a person that is not properly licensed and  
3 registered to transport hazardous waste on a tractor and/or trailer owned or operated by Defendants.

4 4.1.f. Defendants shall not transport, or cause to be transported, any hazardous waste to an  
5 unauthorized location in violation of Health & Safety Code Section 25189.5.

6 4.1.g. Defendants shall lawfully and timely dispose of all accumulated hazardous waste  
7 from each Covered Facility at least one time during every ninety (90) day period, unless a longer  
8 interval is allowed for by California Code of Regulations, Title 22, Section 66262.34 [Accumulation  
9 Time] or other law; and shall timely cause to be prepared and filed with the Department of Toxic  
10 Substances Control (“DTSC”) a hazardous waste manifest for all hazardous waste that is  
11 transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or any  
12 combination thereof, as provided by Health & Safety Code Section 25160(b)(3) and California Code  
13 of Regulations, Title 22, Section 66262.23 [Use of the Manifest]; and shall timely notify the DTSC  
14 by filing an exception report concerning the treatment, storage, or disposal facility’s failure to return  
15 any executed manifest as provided in Health & Safety Code Section 25160(b)(3).

16 4.1.h. Defendant shall contact the transporter and/or the owner or operator of the designated  
17 facility which was to receive any hazardous waste to determine the status of the hazardous waste in  
18 the event of non-receipt of a copy of the manifest with the handwritten signature of the owner or  
19 operator of the designated facility within thirty-five (35) days of the date the waste was accepted by  
20 the initial transporter, as provided by Title 22 of the California Code of Regulations, Section  
21 66262.42.

22 4.1.i. Defendants shall not treat, store, dispose of, transport, or offer for transportation, any  
23 hazardous waste without having received and used a proper identification number from the U.S.  
24 Environmental Protection Agency or DTSC, for the originating facility, as provided by Title 22 of  
25  
26  
27  
28

1 the California Code of Regulations Section 66262.12, subdivision (a). [Identification Numbers for  
2 the Generator.]

3 4.1.j. Defendants shall maintain a program for the lawful storage, handling and  
4 accumulation of hazardous waste, and for the lawful segregation of hazardous-waste items that are in  
5 leaking containers, as provided by Health & Safety Code Section 25123.3 and California Code of  
6 Regulations, Title 22, Sections 66262.34 [Accumulation Time], 66265.173 [Management of  
7 Containers] and 66265.177 [Special Requirements for Incompatible Wastes].

9 4.1.k. Defendants shall maintain properly designated and designed hazardous waste storage  
10 areas, which include the segregation of hazardous wastes, and shall conduct inspections of hazardous  
11 waste storage areas, at each Covered Facility, as required by California Code of Regulations, Title  
12 22, Sections 66262.34 and 66265.174 [Inspections (weekly)].

14 4.1.l. Defendants shall comply with employee training obligations required by California  
15 Code of Regulations, Title 22, Section 66265.16 [Personnel Training], pertaining to the management  
16 of hazardous waste, if applicable.

17 4.1.m. Defendant shall immediately report any release or threatened release of a reportable  
18 quantity of any hazardous material from any Covered Facility into the environment, if required by  
19 Health and Safety Code sections 25510.

21 4.1.n. Defendant shall, at each Covered Facility, continuously implement, maintain, and  
22 submit to the responsible "Unified program agency" (as defined in Health and Safety Code section  
23 25501), a complete hazardous materials business plan, if required by Health and Safety Code Section  
24 25507 and California Code of Regulations, Title 19, Section 2729 [Minimum Standards for Business  
25 Plans], as applicable. Each hazardous materials business plan shall include procedures for  
26 emergency response to a release or threatened release of hazardous materials, as required by Health  
27 and Safety Code Sections 25505 and 25507. Such plan shall also include an employee training  
28

1 program that meets the requirements of Health and Safety Code Section 25505 subdivision (a)(4),  
2 and California Code of Regulations, Title 19, Section 2732 [Training].

3 4.1.o. Defendants shall immediately report any release or threatened release of a reportable  
4 quantity of any hazardous material from any Covered Facility into the environment, if required by  
5 Health and Safety Code Sections 25501 and 25507.

6 4.1.p. Defendants shall properly manage, mark, and store universal waste in compliance  
7 with the standards for universal waste management found in California Code of Regulations, Title  
8 22, Sections 66273.33 [Universal Waste Management Requirements for Batteries, Lamps, and  
9 Mercury-Containing Equipment] through 66273.36. [Personnel Training], as applicable. In the  
10 alternative, Defendants may manage such waste as hazardous waste in accordance with the  
11 applicable requirements of Chapter 6.5 of the Health and Safety Code and its implementing  
12 regulations in the California Code of Regulations, Title 22, including, but not limited to, Section  
13 66262.34.

14 4.1.q. Defendants shall keep a record of each shipment of universal waste sent from any  
15 Covered Facility, as provided by Title 22 of the California Code of Regulations Section 66273.39.

16 4.1.q. Defendants shall comply with the California Medical Waste Management Act,  
17 Health and Safety Code Sections 117600, *et seq.*

18 4.1.r. Defendants shall not knowingly cause to be deposited, without the permission of the  
19 owner, any hazardous substance upon the land of another, in violation of Penal Code Section 374.8,  
20 subdivision (b).

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24 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS, COSTS,**  
25 **AND HAZARDOUS WASTE MINIMIZATION**

26 Defendants shall, within twenty-one (21) business days after entry of this Final Judgment,  
27 pay civil penalties, fund the supplemental environmental projects provided for in this Final  
28

1 Judgment, and pay costs, in the total amount of FOURTEEN MILLION NINE HUNDRED AND  
2 TWENTY-FIVE THOUSAND DOLLARS (\$14,925,000.00). Payments shall be made as set forth  
3 in paragraphs 5.1, 5.2, 5.3, and 5.4, below. Defendants shall deliver all required payments to the  
4 District Attorney's Office for the County of San Joaquin, attention: David J. Irely, Deputy District  
5 Attorney, for distribution pursuant to the terms of this Final Judgment.  
6

7 **5.1 Civil Penalties**

8 5.1.a. Defendants shall pay TWELVE MILLION TWO HUNDRED AND FIFTY  
9 THOUSAND DOLLARS (\$12,250,000.00) as civil penalties pursuant to Health and Safety Code  
10 Sections 25189 and 25515, and Business and Professions Code Section 17206, to the prosecuting  
11 agencies/regulatory agencies identified in, and in accordance with, the terms of, **Exhibits B-1 and**  
12 **B-2**, attached.

13 5.1.b. Defendants shall pay TWO MILLION SEVENTY-FIVE THOUSAND DOLLARS  
14 (\$2,075,000.00) to the prosecuting agencies/regulatory agencies for supplemental environmental  
15 projects identified in, and in accordance with the terms of **Exhibit C**, attached.  
16

17 **5.2 Hazardous Waste Minimization**

18 Additionally, Defendants shall, during the duration that this Final Judgment is in effect,  
19 spend THREE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS  
20 (\$3,175,000.00) as remedial measures to minimize hazardous waste generation in California as  
21 identified in, and in accordance with the terms of **Exhibits D-1 and D-2**, attached, and not in  
22 mitigation of any penalties sought by the People. A minimum of FIVE HUNDRED THOUSAND  
23 DOLLARS (\$500,000.00) of these remedial expenditures shall be expended on the California and  
24 Oregon Orchard Facilities.  
25

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1           **5.3 Reimbursement of Costs of Investigation and Enforcement**

2           Defendants shall pay SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) for  
3 reimbursement of attorney’s fees, costs of investigation, and other costs of enforcement, to the  
4 entities identified in, and in accordance with the terms of, **Exhibits E-1 and E-2**, attached.

5           **5.4 Copy of Payments to Plaintiff’s Representatives**

6           Defendants shall, at the time of payment, send an electronic confirmation of any payment  
7 made by wire transfer to the People’s representatives identified in Paragraph 8.

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

10           Except as expressly stated in Paragraph 4 above, the People may move this Court for  
11 additional relief for any violation of any provision of this Final Judgment including, but not limited  
12 to, contempt, additional injunctive provisions, or additional penalties consistent with the provisions  
13 of this Final Judgment. Except as expressly stated in this Final Judgment, nothing herein shall limit  
14 any rights of the People to seek any other relief or remedies provided by law, or the rights of  
15 Defendants to defend against any request of the People for such other relief or remedies. The People  
16 acknowledge that Lowe’s and New Orchard are separate legal entities and, accordingly, any alleged  
17 violation(s) of this Final Judgment shall be enforced only against the entity alleged to have violated  
18 this Final Judgment and not against the other Defendant, subject to the People’s right to seek to  
19 pierce the corporate veil with respect to the other Defendant in accordance with applicable law.

20           **7. MATTERS COVERED BY THIS FINAL JUDGMENT**

21           **7.1**     This Final Judgment is a final and binding resolution and settlement of all claims,  
22 violations or causes of action expressly alleged by the People in the Complaint or claims that could  
23 have been asserted within the scope of the allegations set forth in the Complaint (“Covered Matters”)  
24 against Defendants and their subsidiaries, affiliates and corporate parents, and each of their affiliates  
25 and parents, Covered Facilities, successors, heirs, assigns, and their respective officers, directors,  
26  
27  
28

1 partners, employees, agents, representatives, property owners, and facility operators (“Entities  
2 Covered by Final Judgment”). The People further covenant not to sue the Entities Covered by this  
3 Final Judgment for any Covered Matter. Any claim, violation, or cause of action that is not a  
4 Covered Matter is a “Reserved Claim.” Reserved Claims include, without limitation, any violation  
5 that occurs after the Court’s entry of this Final Judgment. Nothing herein shall be interpreted to  
6 restrict any claims that the People may assert against any independent contractors or subcontractors  
7 of the Covered Facilities for violations of applicable laws by such parties. The People reserve the  
8 right to pursue any Reserved Claim, and Defendants reserve their defenses against any Reserved  
9 Claim.  
10 Claim.

11           **7.2** Any claims or causes of action against Defendants for performance of cleanup,  
12 corrective action, or response action for any actual past or future release, spill, or disposal of any  
13 hazardous waste, hazardous substance, hazardous material, universal waste, or any other material,  
14 substance or waste, that is caused or contributed to by the Defendants at or from its Covered  
15 Facilities, and any claims or causes of action for performance of cleanup, corrective action, or  
16 response action relating to Defendants’ disposal of same that are discovered by the People after  
17 execution of this Agreement are Reserved Claims. For the avoidance of any doubt, Reserved Claims  
18 do not include claims or causes of action against Defendants which seek fines, or penalties for any  
19 actual past release, spill, or disposal of any hazardous waste, hazardous substance, hazardous  
20 material, universal waste, or any other material, substance or waste, that is caused or materially  
21 contributed to by the Defendants, which claims are expressly released by the People.  
22  
23

24           **7.3** In any subsequent action that may be brought by the People based on any Reserved  
25 Claim, Defendants agree that it will not assert that failing to pursue the Reserved Claims as part of  
26 this action constitutes claim-splitting. This Paragraph does not affect any statute of limitations, if  
27 any, which may be applicable to any Reserved Claim or claims otherwise excluded from this Final  
28

1 Judgment and does not prohibit Defendants from asserting any statute of limitations or other legal or  
2 equitable defenses that may be applicable to any Reserved Claims.

3           **7.4**       In the event litigation is filed by an entity that is not a party to this action against  
4 Defendants or any affiliates arising out of or related to a Covered Matter, Defendants may, within  
5 thirty (30) days following service of such litigation, notify the People of such litigation. Upon such  
6 timely notice, the People will undertake a good faith effort to determine whether the subsequent  
7 litigation is barred by the terms of this Final Judgment and the principles of *res judicata*. If the  
8 People determine that the subsequent litigation is barred by the terms of this Final Judgment and the  
9 principle of *res judicata*, the People may appear in person or in writing in such subsequent litigation  
10 to explain the People's view of the effect of this Final Judgment on such litigation and the People  
11 will not oppose Defendants in arguing that the subsequent litigation is barred by the principle of *res*  
12 *judicata*. No language in this paragraph precludes Defendants from asserting in any subsequent  
13 litigation any and all applicable legal and equitable defenses regarding compliance with any  
14 provision in this Final Judgment or the laws or regulations cited in this Final Judgment or cited in the  
15 Complaint, including, but not limited to, *res judicata*.

16           **7.5**       The provisions of paragraph 7.1 are effective on the date of entry of the Final  
17 Judgment. The continuing effect of paragraph 7.1 is expressly conditioned on Defendants' full  
18 payment of the amounts due under this Final Judgment and compliance with its injunctive terms.

19           **7.6**       Paragraph 7.1 does not limit the ability of the People to enforce the terms of this Final  
20 Judgment.

21           **7.7**       Defendants covenant not to pursue any civil or administrative claims against the  
22 People or against any agency of the State of California; any county, or city in the State of California  
23 or any CUPA, Participating Agency or local agency (collectively "Agencies"), or against any of their  
24 officers, employees, representatives, agents or attorneys, arising out of or related to any Covered  
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1 Matter; provided, however, that if any Agencies initiate claims against Defendants, Defendants  
2 reserve any and all rights, claims, demands and defenses against such Agencies.

3           7.8 Any event that is beyond the control of Defendants and that prevents timely  
4 performance of any obligation under Paragraph 4 of this Final Judgment, despite its best efforts to  
5 fulfill that obligation, is a “force majeure” event. The requirement that Defendants exercise their  
6 “best efforts to fulfill the obligation” includes the requirement that Defendants use their best efforts  
7 to anticipate any potential force majeure event and use best efforts to address the effects of any  
8 potential force majeure event: (1) as it is occurring, and (2) following the force majeure event, such  
9 that the delay is minimized to the greatest extent feasible. “Force majeure” does not include  
10 financial inability to fund or complete the obligation.

11  
12 **8. NOTICE**

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

14 For the People:

15  
16 Kenneth Mifsud  
17 Senior Deputy District Attorney  
18 Alameda County District Attorney's Office  
19 Consumer & Environmental Protection Division  
20 7677 Oakport Street, Suite 650  
21 Oakland, CA 94621-1934

22 With a copy to:

23 David J. Irely  
24 Deputy District Attorney  
25 Office of the District Attorney, San Joaquin County  
26 222 E. Weber Ave., Room 202  
27 Stockton, CA 95202

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///

1 For Defendant Lowe's:  
2 Gaither M. Keener, Jr.  
3 Chief Legal Officer,  
4 Chief Compliance Officer and  
5 Secretary  
6 1000 Lowe's Boulevard  
7 Mooresville, NC 28117

8 For Defendant Orchard:

9 Michael Fox  
10 Senior Vice President and General Counsel  
11 6450 Via Del Oro  
12 San Jose CA 95119

13 With copy to:

14 Malcolm Weiss, Partner  
15 Ann-Marie Mortimer, Partner  
16 Hunton & Williams LLP  
17 550 South Hope Street, Suite 2000  
18 Los Angeles, CA 90071

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

26 **9. EFFECT OF FINAL JUDGMENT**

27 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is  
28 intended nor shall it be construed to preclude the People, or any state, county, city, 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, Defendants retain all of its defenses  
to the exercise of the aforementioned authority.

1 **10. LIABILITY OF THE PEOPLE**

2 The People shall not be liable for any injury or damage to any person or property resulting  
3 from any act or omission by Defendants, or any of its directors, officers, employees, agents,  
4 representatives or contractors, in carrying out activities pursuant to this Final Judgment, nor shall the  
5 People be held as a party to or guarantor of any contract entered into by Defendants, its directors,  
6 officers, employees, agents, representatives or contractors, in carrying out the requirements of this  
7 Final Judgment.  
8

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

10 The failure of the People to enforce any provision of this Final Judgment shall neither be  
11 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The  
12 failure of the People to enforce any such provision shall not preclude them from later enforcing the  
13 same or any other provision of this Final Judgment, subject to Paragraph 23. Except as expressly  
14 provided in this Final Judgment, Defendants retain all defenses allowed by law to any such later  
15 enforcement. No oral advice, guidance, suggestions or comments by employees or officials of any  
16 Party regarding matters covered in this Final Judgment shall be construed to relieve any Party of its  
17 obligations under this Final Judgment.  
18

19 **12. FUTURE REGULATORY CHANGES**

20 Nothing in this Final Judgment shall excuse Defendants from meeting any more stringent  
21 requirement that may be imposed by applicable law or by any change in the applicable law. To the  
22 extent any future statutory or regulatory change makes Defendants' obligations less stringent than  
23 those provided for in this Final Judgment, it may apply to this Court on noticed motion for  
24 modification of those obligations contained herein.  
25

26 ///

27 ///

1 **13. APPLICATION OF FINAL JUDGMENT**

2 This Final Judgment shall apply to and be binding upon the People and upon Defendants and  
3 their officers, managers, employees, agents, successors and assigns.

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

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

8 **15. CONTINUING JURISDICTION**

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

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

18 On reasonable notice, Defendants shall permit any duly authorized representative of the  
19 People to inspect and copy records and documents as they deem reasonably necessary to determine  
20 compliance with the terms of this Final Judgment. Nothing in this paragraph is intended to require  
21 access to or production of any documents that are protected from production or disclosure by the  
22 attorney-client privilege, attorney work product doctrine, any other applicable privilege, defense,  
23 exemption, or immunity afforded to Defendants under applicable law, nor does it waive any of the  
24 objections or defenses to which Defendants would be entitled in responding to requests for  
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1 documents made by subpoena or other formal legal process or discovery. This obligation shall not  
2 require Defendants to alter their normal document-retention policies (including but not limited to  
3 policies regarding backup tapes for electronic documents); provided, however, that Defendants'  
4 policies must comply with Health and Safety Code Chapters 6.5 and 6.95; Health and Safety Code  
5 Sections 117600, *et seq.*; and their implementing regulations. The Parties agree that Defendants may  
6 not be deemed in violation of this paragraph for failure to maintain such records unless Defendants  
7 fail to exercise reasonable diligence in administering this record retention requirement. Nothing in  
8 this paragraph is intended to limit the authority of any governmental agency to inspect Defendants or  
9 its records and documents under applicable law.

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

12 Defendants shall make no request of the People to pay their attorneys' fees, expert witness  
13 fees and costs, or any other costs of litigation or investigation incurred to date.

15 **18. INTERPRETATION**

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

19 **19. COUNTERPART SIGNATURES**

20 This Final Judgment may be executed by the Parties in counterparts.

22 **20. INTEGRATION**

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

26 ///

27 ///

1 **21. MODIFICATION OF FINAL JUDGMENT**

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

4 **22. STATUS REPORTS**

5 A. California Lowe's Facilities. As to the California Lowe's Facilities, beginning six (6)  
6 months after entry of this Final Judgment, for as long as this Final Judgment remains in effect,  
7 Lowe's shall submit an annual status report to the People's representatives listed in Paragraph 8  
8 above. The status report shall: briefly summarize the actions that Lowe's has taken at the corporate  
9 level related to California and the Covered Facilities during the previous year in order to comply  
10 with its obligations under this Final Judgment; disclose and provide copies of any notices of  
11 violation that Lowe's received pertaining to environmental matters covered by Paragraph 4.1 above  
12 and related to this action in the State of California, and disclose any corrective measures taken as a  
13 result; and set forth any penalties Lowe's paid to any California governmental agency for alleged  
14 noncompliance with any environmental statute or regulation arising from business operations in  
15 California covered by Paragraph 4.1 above and related to this action. Each status report shall be  
16 signed by a responsible official of Lowe's with oversight responsibility for the matters contained  
17 therein under penalty of perjury that to the best of his or her actual knowledge based on information  
18 and belief and after reasonable investigation the information contained therein is true and correct.  
19 Provided, further, that beginning one year after entry of this Final Judgment, and continuing for as  
20 long as this Final Judgment remains in effect, Lowe's shall, at the People's request, on no more than  
21 an annual basis, meet to describe to the People's representatives the status of Lowe's compliance  
22 with Paragraphs 4 and 4.1 of this Final Judgment.

23 B. California and Oregon Orchard Facilities. While the Parties agree that the People do not  
24 have regulatory authority over stores in Oregon, as to the California and Oregon Orchard Facilities,  
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1 beginning six (6) months after entry of this Final Judgment, for as long as this Final Judgment  
2 remains in effect, New Orchard shall submit an annual status report to the People's representatives  
3 listed in Paragraph 8 above. The status report shall: briefly summarize the actions that New  
4 Orchard has taken at the corporate level during the previous year in order to comply with its  
5 obligations under this Final Judgment; disclose and provide copies of any notices of violation that  
6 New Orchard received pertaining to environmental matters covered by Paragraph 4.1 above and  
7 related to this action in the State of California, and disclose any corrective measures taken as a  
8 result; and set forth any penalties New Orchard paid to any California governmental agency for  
9 alleged noncompliance with any environmental statute or regulation arising from business operations  
10 in California covered by Paragraph 4.1 above and related to this action. Each status report shall be  
11 signed by a responsible official of New Orchard with oversight responsibility for the matters  
12 contained therein under penalty of perjury that to the best of his or her actual knowledge based on  
13 information and belief and after reasonable investigation the information contained therein is true  
14 and correct. Provided, further, that beginning one year after entry of this Final Judgment, and  
15 continuing for as long as this Final Judgment remains in effect, New Orchard shall, at the People's  
16 request, on no more than an annual basis, meet to describe to the People's representatives the status  
17 of New Orchard's compliance with Paragraphs 4 and 4.1 of this Final Judgment.

20  
21 **23. TERMINATION OF FINAL JUDGMENT**

22 At any time after this Final Judgment has been in effect for five (5) years, and Defendants  
23 have paid any and all amounts due under the Final Judgment, any Party may provide notice to the  
24 Court (which shall be served on all Parties) that the injunctive provisions of this Final Judgment  
25 should expire and have no further force and effect ("Notice of Termination"). The injunctive  
26 provisions of this Final Judgment will be of no further force or effect sixty (60) days thereafter,  
27 unless the People file a motion contesting the expiration of any injunctive provisions within forty  
28

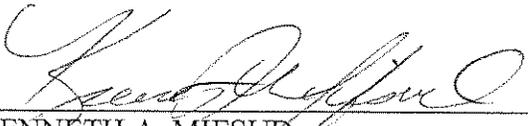
1 (40) days of receipt of the Notice of Termination. In the event that such motion is filed, none of the  
2 injunctive provisions of the Final Judgment contested in the People's motion will terminate pending  
3 the Court's ruling on the motion. The People reserve the right to contest termination exclusively on  
4 the grounds that Defendants have not substantially complied in all material respects with the  
5 injunctive provisions of the Final Judgment and to offer any evidence relevant to such motion.  
6 Defendants reserve its rights to respond to any grounds raised in the People's motion and to offer  
7 any evidence relevant to such motion. The injunctive provisions in the Final Judgment will expire  
8 and be of no further force or effect unless the Court (upon consideration of the Parties' pleadings,  
9 arguments, and evidence or documents submitted to the court, if any) determines that the expiration  
10 of the provision at issue would not be in the interests of justice, because Defendants have not  
11 substantially complied in material respects with such provisions. The termination of the injunctive  
12 provisions of the Final Judgment shall have no effect on Defendants' obligation to comply with the  
13 requirements imposed by statute, regulation, ordinance, or law.  
14

15  
16 **IT IS SO STIPULATED.**

17 FOR THE PEOPLE:

18  
19 NANCY E. O'MALLEY, District Attorney  
County of Alameda, State of California

20  
21 DATED: 2-28-14

By: 

22 KENNETH A. MIFSUD  
23 Senior Deputy District Attorney  
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JAMES P. WILLETT, District Attorney  
County of San Joaquin, State of California

DATED: Feb 26, 2014

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

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

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

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

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

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

By: \_\_\_\_\_ for  
TODD D. RIEBE  
District Attorney

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

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
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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JAMES P. WILLET, District Attorney  
County of San Joaquin, State of California

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

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

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

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

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

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

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

By: \_\_\_\_\_ for  
TODD D. RIEBE  
District Attorney

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

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

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

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

DATED: 2/24/14

By:   
STACEY GRASSINI  
Deputy District Attorney

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

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

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

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

DATED: Feb. 18, 2014

By: *Criselda B. Gonzalez*  
CRISELDA B. GONZALEZ  
Senior Deputy District Attorney

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

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

By: \_\_\_\_\_ for  
TODD D. RIEBE  
District Attorney

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

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

By: \_\_\_\_\_  
ROBERT E. NICHOLS  
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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JAMES P. WILLETT, District Attorney  
County of San Joaquin, State of California

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

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

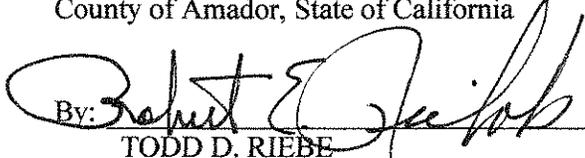
DONALD A. DU BAIN, District Attorney  
County of Solano, State of California

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

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

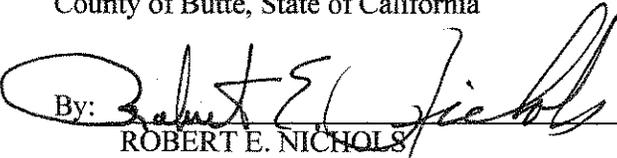
TODD D. RIEBE, District Attorney  
County of Amador, State of California

DATED: 3/3/14

By:  for  
TODD D. RIEBE  
District Attorney

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

DATED: 3/3/14

By:   
ROBERT E. NICHOLS  
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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ELIZABETH A. EGAN, District Attorney  
County of Fresno, State of California

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

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

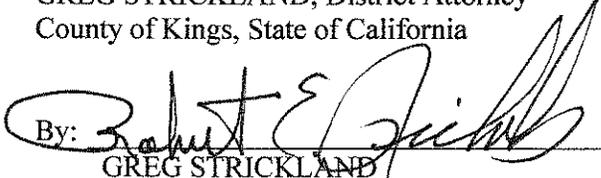
LISA S. GREEN, District Attorney  
County of Kern, State of California

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

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

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

DATED: 3/3/14

By:  for  
GREG STRICKLAND  
District Attorney

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

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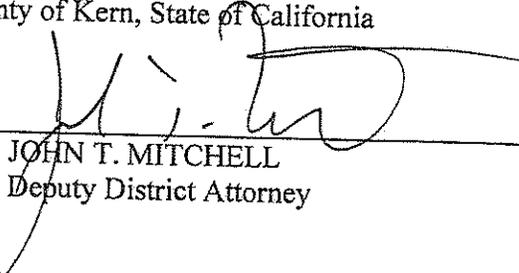
ELIZABETH A. EGAN, District Attorney  
County of Fresno, State of California

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

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

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

DATED: 2/25/14

By:   
JOHN T. MITCHELL  
Deputy District Attorney

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

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

By: \_\_\_\_\_ for  
GREG STRICKLAND  
District Attorney

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

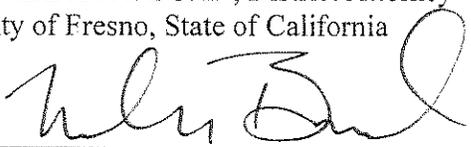
DATED: \_\_\_\_\_

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

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

DATED: 2/19/14

By:   
MICHAEL BRUMMEL  
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: \_\_\_\_\_

By: \_\_\_\_\_ for  
GREG STRICKLAND  
District Attorney

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

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

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

By: \_\_\_\_\_  
MICHAEL BRUMMEL  
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: \_\_\_\_\_

By: \_\_\_\_\_ for  
GREG STRICKLAND  
District Attorney

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

DATED: 2/17/2014

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

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

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

By: \_\_\_\_\_  
MICHAEL BRUMMEL  
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: \_\_\_\_\_

By: \_\_\_\_\_ for  
GREG STRICKLAND  
District Attorney

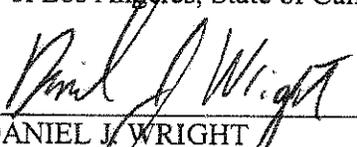
MICHAEL N. FEUER, City Attorney  
City of Los Angeles, State of California

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

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

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

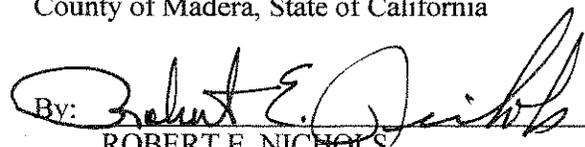
DATED: 2-25-14

By:   
DANIEL J. WRIGHT  
Deputy District Attorney

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

DATED: 3/3/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

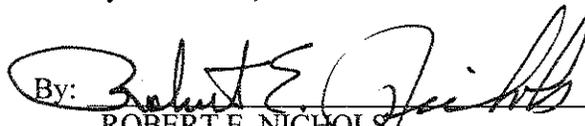
EDWARD S. BERBERIAN, JR., District  
Attorney  
County of Marin, State of California

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

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

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

DATED: 3/3/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
ANNE M. MICHAELS  
Managing Deputy District Attorney

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

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

By: \_\_\_\_\_  
CATHERINE C. BORSETTO  
Deputy District Attorney

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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: 2/28/2014

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

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

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

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

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

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

By: \_\_\_\_\_  
ANNE M. MICHAELS  
Managing Deputy District Attorney

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

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

By: \_\_\_\_\_  
CATHERINE C. BORSETTO  
Deputy District Attorney

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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

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

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

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

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

DATED: March 21, 2014 By: *Anne M. Michaels*

ANNE M. MICHAELS  
~~Managing Deputy~~ District Attorney  
*Assistant*

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

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

By: \_\_\_\_\_  
CATHERINE C. BORSETTO  
Deputy District Attorney

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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

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

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

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

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

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

By: \_\_\_\_\_  
ANNE M. MICHAELS  
Managing Deputy District Attorney

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

DATED: 2-18-2014

By:   
\_\_\_\_\_  
CATHERINE C. BORSETTO  
Deputy District Attorney

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

DATED: 2/26/14

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  
Senior Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
DOUG POSTON  
Deputy District Attorney

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

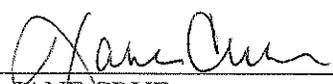
DATED: \_\_\_\_\_

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

WILLIAM G. FALLON  
Deputy District Attorney

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

DATED: 3/3/14

By: 

JANE CRUE  
Deputy District Attorney

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

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

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

DALE HOY  
Senior Deputy District Attorney

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

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

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

DOUGLAS WHALEY  
Supervising Deputy District Attorney

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

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

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

DOUG POSTON  
Deputy District Attorney

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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: 2/19/2014

By:   
DALE HOY  
Senior Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
DOUG POSTON  
Deputy District Attorney

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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

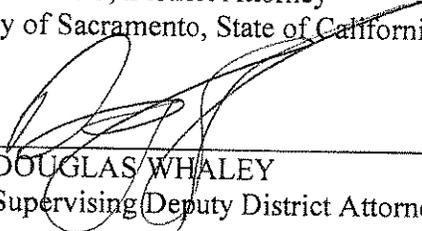
PAUL ZELLERBACH, District Attorney  
County of Riverside, State of California

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

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

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

DATED: 2/27/14

By:   
DOUGLAS WHALEY  
Supervising Deputy District Attorney

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

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

By: \_\_\_\_\_  
DOUG POSTON  
Deputy District Attorney

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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  
Senior Deputy District Attorney

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

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

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

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

DATED: 2-18-14

By:   
DOUG POSTON  
Deputy District Attorney

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

DATED: 2-24-14

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

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

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

By: \_\_\_\_\_  
REBECCA D. WAGNER  
Assistant 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

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: February 25, 2014

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

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

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

By: \_\_\_\_\_  
REBECCA D. WAGNER  
Assistant 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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JAN GOLDSMITH, City Attorney  
City of San Diego, State of California

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

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

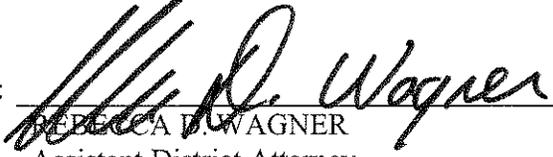
BONNIE M. DUMANIS, District Attorney  
County of San Diego, State of California

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

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

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

DATED: 2-24-2014

By:   
REBECCA I. WAGNER  
Assistant 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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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

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

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

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

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

DATED: February 24, 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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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

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

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

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

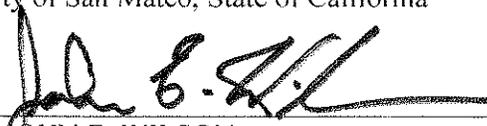
GERALD T. SHEA, District Attorney  
County of San Luis Obispo, State of California

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

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

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

DATED: 2-24-14

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: 3/3/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
TINA NUNES-OBER  
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 B. JESRANI  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
ANN GALLAGHER-WHITE  
Deputy District Attorney

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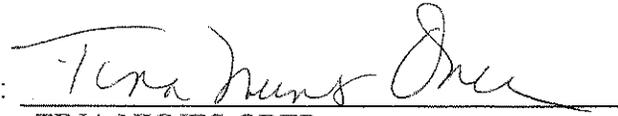
JOYCE E. DUDLEY, District Attorney  
County of Santa Barbara, State of California

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

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

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

DATED: 2/24/2014

By:   
TINA NUNES-OBBER  
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: \_\_\_\_\_

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ANAND B. JESRANI  
Deputy District Attorney

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

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

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ANN GALLAGHER-WHITE  
Deputy District Attorney

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

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

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

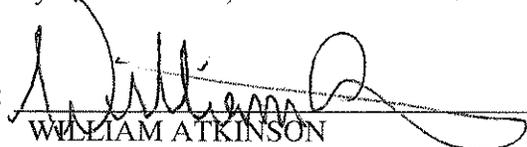
JEFFREY F. ROSEN, District Attorney  
County of Santa Clara, State of California

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

By: \_\_\_\_\_  
TINA NUNES-OBER  
Deputy District Attorney

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

DATED: 2.19.14

By:   
WILLIAM ATKINSON  
Supervising Assistant District Attorney

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

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

By: \_\_\_\_\_  
ANAND B. JESRANI  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
ANN GALLAGHER-WHITE  
Deputy District Attorney

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

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

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

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

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

By: \_\_\_\_\_  
TINA NUNES-OBBER  
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: 02/18/2014

By:   
ANAND B. JESRANI  
Deputy District Attorney

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

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

By: \_\_\_\_\_  
ANN GALLAGHER-WHITE  
Deputy District Attorney

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

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

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

DATED: \_\_\_\_\_ By: \_\_\_\_\_  
TINA NUNES-OBEN  
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 B. JESRANI  
Deputy District Attorney

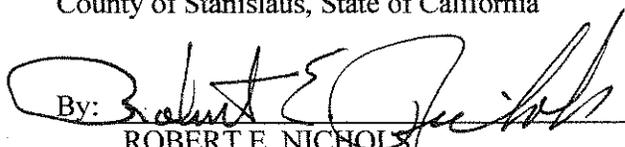
JILL R. RAVITCH, District Attorney  
County of Sonoma, State of California

DATED: Feb. 26, 2014 By:   
ANN GALLAGHER-WHITE  
Deputy District Attorney

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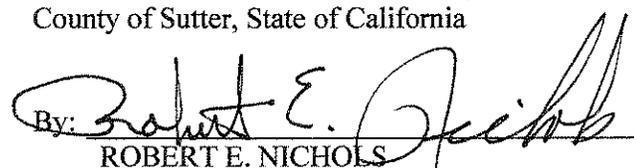
BIRGIT A. FLADAGER, District Attorney  
County of Stanislaus, State of California

DATED: 3/3/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

~~Jana McClung~~  
GAIL V. ADAMS, District Attorney  
County of Sutter, State of California

DATED: 3/3/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

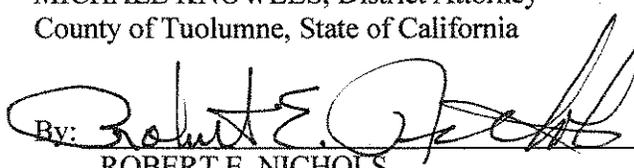
TIM WARD, District Attorney  
County of Tulare, State of California

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

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

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

DATED: 3/3/14

By:   
ROBERT E. NICHOLS  
Deputy District Attorney

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

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

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

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

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

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

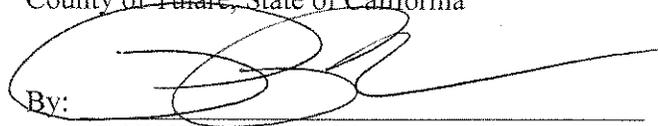
CARL V. ADAMS, District Attorney  
County of Sutter, State of California

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

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

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

DATED: 2/18/14

By:   
RODNEY M. BLACO  
Deputy District Attorney

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

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

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

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

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

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

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

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

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

CARL V. ADAMS, 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 KNOWLES, District Attorney  
County of Tuolumne, State of California

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

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

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

DATED: 2/18/14

By:   
MITCHELL F. DISNEY  
Senior Deputy District Attorney

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

DATED: February 26, 2014

By: Larry Barily  
LARRY BARILY  
Supervising Deputy District Attorney

FOR LOWE'S HOME CENTERS, LLC:

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

By: \_\_\_\_\_  
NAME  
TITLE

FOR ORCHARD SUPPLY COMPANY, LLC:

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

By: \_\_\_\_\_  
NAME  
TITLE

REVIEWED AS TO FORM AND CONTENT:

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

By: \_\_\_\_\_  
Lowe's California Counsel

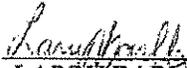
DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Orchard Supply Company, LLC  
California Counsel

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

DATED: February 26, 2014

By:   
LARRY BARILY  
Supervising Deputy District Attorney

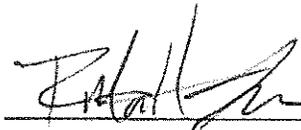
FOR LOWE'S HOME CENTERS, LLC:

DATED: March 25, 2014

By:   
RICKY D. DAMRON  
Resident & Chief Operating Officer

FOR ORCHARD SUPPLY COMPANY, LLC:

DATED: March 25, 2014

By:   
RICHARD D. MALTSBARGER  
President

REVIEWED AS TO FORM AND CONTENT:

DATED: March 22, 2014

By:   
Lowe's California Counsel

DATED: March 22, 2014

By:   
Orchard Supply Company, LLC  
California Counsel

*sup  
approved for  
the deal for  
3/24/2014*

RG14718732 People vs. Lowe's - Stip for Final Judgment

1 IT IS SO ORDERED.

2  
3 DATED: 9/1/2014

By: George Hernandez

Judge of the Superior Court

**GEORGE C. HERNANDEZ, JR**

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ATTACHMENT A

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EXHIBIT A-1

Exhibit A-1 - California Lowe's Facilities

	Store #	Street Address	City	County	Date Closed
1	2273	3750 Dublin Boulevard	Dublin	Alameda	
2	1895	43612 Pacific Commons Blvd.	Fremont	Alameda	
3	1150	4255 First Street	Livermore	Alameda	
4	1132	32040 Union Landing Blvd.	Union City	Alameda	
5	2335	12071 Industry Boulevard	Martell	Amador	
6	1201	2350 Forest Avenue	Chico	Butte	
7	1043	1951 Auto Center Drive	Antioch	Contra Costa	
8	2604	1935 Arnold Industrial Way	Concord	Contra Costa	
9	2508	5503 Lone Tree Way	S. Antioch	Contra Costa	
10	1541	875 Shaw Avenue	Clovis	Fresno	
11	795	7651 North Blackstone Avenue	Fresno	Fresno	
12	2550	2053 North Imperial Avenue	El Centro	Imperial	
13	790	7825 Rosedale Highway	Bakersfield	Kern	
14	2424	1601 Columbus Street	N. E. Bakersfield	Kern	
15	1708	6200 Colony Street	S. Bakersfield	Kern	
16	2215	1955 West Lacey Boulevard	Hanford	Kings	
17	1144	2000 Empire Avenue	Burbank	Los Angeles	
18	785	2840 Bellflower Blvd.	Central Long Beach (Los Altos)	Los Angeles	
19	3151	1348 North Azusa Avenue	Covina	Los Angeles	
20	2547	37080 47th Street East	E. Palmdale	Los Angeles	
21	1972	19001 Golden Valley Road	E. Santa Clarita	Los Angeles	
22	1555	2800 W. 120th Street	Hawthorne	Los Angeles	
23	2502	730 West Avenue K	Lancaster	Los Angeles	
24	2714	4550 West Pico Boulevard, Unit D-101	Mid-City Los Angeles	Los Angeles	
25	773	7300 East Carson Street	N.E. Long Beach	Los Angeles	
26	1873	19601 West Nordhoff Street	Northridge	Los Angeles	
27	56	14873 Carmenita Road	Norwalk	Los Angeles	
28	1852	13500 Paxton Street	Pacoima	Los Angeles	
29	791	39500 Lowes Drive	Palmdale	Los Angeles	
30	1591	8600 Washington Boulevard	Pico Rivera	Los Angeles	
31	1872	17789 Castleton Street	Puente Hills	Los Angeles	
32	1170	633 West Bonita Avenue	San Dimas	Los Angeles	
33	1510	26415 Bouquet Canyon Road	Santa Clarita	Los Angeles	
34	250	22255 Western Avenue	Torrance	Los Angeles	
35	2268	2700 Skypark Drive	W. Torrance	Los Angeles	
36	1162	8383 Topanga Canyon Blvd.	West Hills	Los Angeles	
37	2712	2100 West Cleveland Avenue	Madera	Madera	
38	2445	1301 West Pacheco	Los Banos	Merced	11/13/2011
39	1672	1750 West Olive Avenue	Merced	Merced	
40	1900	26501 Aliso Creek Road	Aliso Viejo	Orange	
41	1030	1500 N. Lemon Street	Anaheim	Orange	
42	1753	8175 Warner Avenue	Huntington Beach	Orange	
43	769	13300 Jamboree Road	Irvine	Orange	
44	1562	1380 South Beach Boulevard	La Habra	Orange	
45	758	30481 Avenida De Las Flores	Rancho Santa Margarita	Orange	
46	1050	907 Avenida Pico	San Clemente	Orange	
47	2605	2500 Park Avenue	Tustin	Orange	
48	49	13225 Beach Blvd.	Westminster	Orange	10/17/2011
49	2499	535 South Highway 65	N. Lincoln	Placer	
50	1207	10201 Fairway Drive	N. Roseville	Placer	
51	1429	864 West 4th Street	Beaumont	Riverside	
52	1743	1285 Magnolia Avenue	Corona	Riverside	

Exhibit A-1 - California Lowe's Facilities

	Store #	Street Address	City	County	Date Closed
	53	1556 350 South Sanderson Avenue	Hemet	Riverside	
	54	208 78-865 Highway 111	La Quinta	Riverside	
	55	1987 29335 Central Avenue	Lake Elsinore	Riverside	
	56	2294 30472 Haun Road	Menifee	Riverside	
	57	2330 6413 Pats Ranch Road	Mira Loma	Riverside	
	58	1574 12400 Day Street	Moreno Valley	Riverside	
	59	1450 16850 Heacock Street	Moreno Valley	Riverside	
	60	1576 24701 Madison Avenue	Murrieta	Riverside	
	61	2583 35900 Monterey Avenue	Palm Desert	Riverside	
	62	1026 5201 East Ramon Road	Palm Springs	Riverside	
	63	966 3984 Indian Avenue	Perris	Riverside	
	64	1048 9851 Magnolia Avenue	Riverside	Riverside	
	65	775 40390 Winchester Road	Temecula	Riverside	
	66	1540 7840 Greenback Lane	Citrus Heights	Sacramento	
	67	1148 8369 Power Inn Road	Elk Grove	Sacramento	
	68	1087 800 East Bidwell Street	Folsom	Sacramento	
	69	2341 3251 Zinfandel Drive	Rancho Cordova	Sacramento	
	70	2528 12189 Apple Valley Road	Apple Valley	San Bernardino	
	71	316 13251 Peyton Drive	Chino Hills	San Bernardino	
	72	2856 27847 Greenspot Road	Highland	San Bernardino	
	73	2720 15000 Dale Evans Pkwy.	N. Apple Valley	San Bernardino	11/7/2010
	74	1700 16851 Sierra Lakes Parkway	N. Fontana	San Bernardino	
	75	1960 4060 N. Hallmark Pkwy.	N. San Bernardino	San Bernardino	11/7/2010
	76	2270 2390 South Grove Avenue	Ontario	San Bernardino	
	77	774 11399 Foothill Blvd.	Rancho Cucamonga	San Bernardino	
	78	759 1725 West Redlands Blvd.	Redlands	San Bernardino	
	79	2783 4777 Chino Hills Parkway	S. Chino Hills	San Bernardino	
	80	1041 1659 W. Foothill Blvd.	Upland	San Bernardino	
	81	1001 14333 Bear Valley Road	Victorville	San Bernardino	
	82	2331 2515 Palomar Airport Road	Carlsbad	San Diego	
	83	1742 2225 Otay Lakes Road	Eastlake (Chula Vista)	San Diego	
	84	2481 620 West Mission Avenue	Escondido	San Diego	
	85	1013 2318 Northside Drive	Mission Valley	San Diego	
	86	1588 155 Old Grove Road	Oceanside	San Diego	
	87	1697 555 Grand Avenue	San Marcos	San Diego	9/12/2013
	88	1661 9416 Mission Gorge Road	Santee	San Diego	
	89	1616 151 Vista Village Drive	Vista	San Diego	
	90	3095 491 Bayshore Boulevard	San Francisco	San Francisco	
	91	1545 3645 East Hammer Lane	E. Stockton	San Joaquin	
	92	1706 1389 S. Lower Sacramento Road	Lodi	San Joaquin	
	93	2227 10342 Trinity Parkway	N. Stockton	San Joaquin	
	94	1430 Luce Avenue, Building 512	Stockton	San Joaquin	
	95	2730 2445 Golden Hill Road	Paso Robles	San Luis Obispo	
	96	1019 1340 El Camino Real	San Bruno	San Mateo	
	97	2452 720 Dubuque Avenue	South San Francisco	San Mateo	
	98	2842 750 Newhall Drive	Central San Jose	Santa Clara	
	99	2790 775 Ridder Park Drive	E. San Jose	Santa Clara	
	100	1552 7151 Camino Arroyo	Gilroy	Santa Clara	
	101	1756 5550 Cottle Road	S. San Jose	Santa Clara	
	102	2211 811 East Arques Avenue	Sunnyvale	Santa Clara	
	103	1926 1200 East Cypress Avenue	Redding	Shasta	
	104	3164 3400 North Texas Street	Fairfield	Solano	

Exhibit A-1 - California Lowe's Facilities

	Store #	Street Address	City	County	Date Closed
105	1143	1751 East Monte Vista Avenue	Vacaville	Solano	
106	1871	401 Columbus Parkway	Vallejo	Solano	
107	1901	7921 Redwood Drive	Cotati	Sonoma	
108	1086	3801 Pelandale Avenue	Modesto	Stanislaus	
109	2334	3303 Entertainment Way	Turlock	Stanislaus	
110	1933	935 Tharp Road	Yuba City	Sutter	
111	2660	3020 North Demaree Street	N. Visalia	Tulare	
112	2278	500 West Vandalia Avenue	Porterville	Tulare	
113	2473	1145 East Prosperity Avenue	Tulare	Tulare	
114	1611	4144 South Mooney Boulevard	Visalia	Tulare	
115	2279	120 Old Wards Ferry Road	Sonora	Tuolumne	
116	1734	500 South Mills Road	Central Ventura	Ventura	
117	1941	301 W. Gonzales Road	Oxnard	Ventura	
118	1971	1275 Simi Town Center Way	Simi Valley	Ventura	
119	2755	2250 Lake Washington Boulevard	West Sacramento	Yolo	

EXHIBIT A-2

Exhibit A-2 - California and Oregon Orchard Facilities

Store#	Street Address	City	County
0470	1025 Ashby Ave.	Berkeley	Alameda
0120	7884 Dublin Blvd.	Dublin	Alameda
0100	Mowry East Shopping Center 5130 Mowry Ave.	Fremont	Alameda
0070	Vintner Square, 1450 First St.	Livermore	Alameda
0320	300 Floresta Blvd.	San Leandro	Alameda
0381	231 West East Avenue	Chico	Butte
0240	2050 Monument Blvd.	Concord	Contra Costa
0251	Clayton Valley Shopping Center, 5424 Ygnacio Valley Rd.	Concord	Contra Costa
0421	1550 Canyon Road	Moraga	Contra Costa
0350	Pinole Vista, 1440 Fitzgerald Drive	Pinole	Contra Costa
0390	1041 Market Place	San Ramon	Contra Costa
0150	Wild West Shopping Center, 147 W. Shaw Ave.	Clovis	Fresno
0360	5445 N. Blackstone Avenue	Fresno	Fresno
0441	1536 East Champlain Drive	Fresno	Fresno
0460	5653 East Kings Canyon Road	Fresno	Fresno
0711	6055 North Figarden Drive	Fresno	Fresno
0850	6465 Ming Ave.	Bakersfield	Kern
0580	700 11th Avenue	Hanford	Kings
0840	18060 Chatsworth St.	Granada Hills	Los Angeles
0700	3100 Foothill Blvd.	La Crescenta	Los Angeles
0221	2244 Foothill Blvd.	La Verne	Los Angeles
0751	401 South La Brea Ave.	Los Angeles	Los Angeles
0590	3425 E. Colorado Blvd.	Pasadena	Los Angeles
0610	452 Fair Oaks Avenue	So. Pasadena	Los Angeles
0721	19330 Hawthorne Blvd.	Torrance	Los Angeles
0630	5960 Sepulveda Blvd.	Van Nuys	Los Angeles
0640	2020 S. Bundy Dr.	West LA	Los Angeles
0410	1151 Andersen Drive	San Rafael	Marin
0250	1067 North Davis Road	Salinas	Monterey
0440	Sand Dollar Shopping Center, 800 Playa Ave.	Sand City	Monterey
0370	3980 Bel Aire Plaza	Napa	Napa
0731	17506 Yorba Linda Blvd.	Yorba Linda	Orange
0211	4249 Eiverta Road	Antelope	Sacramento
0081	7431 Laguna Blvd.	Elk Grove	Sacramento
0091	905 E. Bidwell St.	Folsom	Sacramento
0241	3350 Arden Way	Sacramento	Sacramento
0521	Midtown Square Shopping Center, 16824 Main Street	Hesperia	San Bernardino
0530	189 West Louise Avenue	Manteca	San Joaquin
0180	1015 West Hammer Lane	Stockton	San Joaquin
0371	1975 West 11th Street	Tracy	San Joaquin
0361	The Crossings at Paso Robles, 2005 Theatre Dr.	Paso Robles	San Luis Obispo
0670	825 Oak Park Rd.	Pismo Beach	San Luis Obispo
0430	1010 Metro Center Blvd.	Foster City	San Mateo
0210	900 El Camino Real	Millbrae	San Mateo
0220	2110 Middlefield Road	Redwood City	San Mateo

Exhibit A-2 - California and Oregon Orchard Facilities

Store#	Street Address	City	County
0540	2245 Gellert Blvd.	S. San Francisco	San Mateo
0660	125 N. Fairview	Goleta	Santa Barbara
0450	1950 South Broadway	Santa Maria	Santa Barbara
0200	303 E. 10th Street	Gilroy	Santa Clara
0190	125 N. Milpitas Blvd.	Milpitas	Santa Clara
0690	2555 Charleston Rd.	Mountain View	Santa Clara
0010	720 W. San Carlos Street	San Jose	Santa Clara
0020	3000 Alum Rock Avenue	San Jose	Santa Clara
0050	777 Sunnyvale-Saratoga Rd.	Sunnyvale	Santa Clara
0160	Silver Creek Plaza, 1751 East Capitol Expwy	San Jose	Santa Clara
0170	5651 Cottle Road	San Jose	Santa Clara
0280	5365 Prospect Road	San Jose	Santa Clara
0691	Princeton Plaza Shopping Ctr., 1375 Blossom Hill Road, Suite 24	San Jose	Santa Clara
0290	3615 El Camino Real	Santa Clara	Santa Clara
0060	1601 41st Avenue	Capitola	Santa Cruz
0260	1060 S. Green Valley Road	Watsonville	Santa Cruz
0680	2340 Athens Ave.	Redding	Shasta
0550	1390 N. McDowell Blvd.	Petaluma	Sonoma
0431	2230 Cleveland Avenue	Santa Rosa	Sonoma
0090	2800 Sisk Rd.	Modesto	Stanislaus
0201	1800 Oakdale Rd., Suite A	Modesto	Stanislaus
0380	3051 Geer Road	Turlock	Stanislaus
0420	2230 W. Walnut Avenue	Visalia	Tulare
0570	750 E. Mono Way	Sonora	Tuolumne
0750	1934 E. Avenida De Los Arboles	Thousand Oaks	Ventura
0740	1350 E Main St.	Woodland	Yolo
0761	Peterkort Town Square, 10860 SW Barnes Rd.	Portland, Oregon	Multnomah
0741	10031 SW Cascade Avenue	Tigard, Oregon	Washington
DC	2650 N. MacArthur Drive	Tracy	San Joaquin
DC Annex	1959 E. Grantline Rd., Suite 310	Tracy	San Joaquin

**EXHIBIT B-1**

**EXHIBIT B-1 -- CIVIL PENALTIES**

<b>Agency</b>	<b>BP §17200 Penalty</b>	<b>HS §25500 Penalty</b>	<b>HS §25189 Penalty</b>	<b>Total Penalties to Agency</b>
Alameda Co. District Attorney's Office	\$ 2,000,000.00	\$ 351,750.00	\$ 250,000.00	\$ 2,601,750.00
Amador Co. District Attorney's Office	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
Butte Co. District Attorney's Office	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00
Contra Costa Co. District Attorney's Office	\$ 145,000.00	\$ 3,500.00	\$ -	\$ 148,500.00
Fresno Co. District Attorney's Office	\$ 242,000.00	\$ -	\$ -	\$ 242,000.00
Kern Co. District Attorney's Office	\$ 23,500.00	\$ -	\$ -	\$ 23,500.00
Kings Co. District Attorney's Office	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
Los Angeles City Attorney's Office	\$ 23,500.00	\$ -	\$ -	\$ 23,500.00
Los Angeles Co. District Attorney's Office	\$ 125,000.00	\$ -	\$ -	\$ 125,000.00
Madera Co. District Attorney's Office (*see below)	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 40,000.00
Merced Co. District Attorney's Office	\$ 43,000.00	\$ -	\$ -	\$ 43,000.00
Orange Co. District Attorney's Office	\$ 118,000.00	\$ -	\$ -	\$ 118,000.00
Placer Co. District Attorney's Office (**see below)	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00
Riverside Co. District Attorney's Office (***see below)	\$ 410,000.00	\$ -	\$ -	\$ 410,000.00
Sacramento Co. District Attorney's Office (****see below)	\$ 88,250.00	\$ -	\$ -	\$ 88,250.00
San Bernardino Co. District Attorney's Office [includes \$56,000.00 in civil penalties for the SWCPP]	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
San Diego City Attorney's Office	\$ 72,500.00	\$ -	\$ -	\$ 72,500.00
San Diego Co. District Attorney's Office	\$ 109,500.00	\$ -	\$ -	\$ 109,500.00
San Francisco Co. District Attorney's Office	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00
San Joaquin Co. District Attorney's Office	\$ 2,000,000.00	\$ 351,750.00	\$ 250,000.00	\$ 2,601,750.00
San Luis Obispo Co. District Attorney's Office	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00
San Mateo Co. District Attorney's Office	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00
Santa Clara Co. District Attorney's Office	\$ 54,500.00	\$ -	\$ -	\$ 54,500.00
Shasta Co. District Attorney's Office	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00
Solano Co. District Attorney's Office (*****see below)	\$ 771,000.00	\$ -	\$ 150,000.00	\$ 921,000.00
Sonoma Co. District Attorney's Office	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00
Stanislaus Co. District Attorney's Office	\$ 12,500.00	\$ -	\$ -	\$ 12,500.00
Sutter Co. District Attorney's Office	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
Tulare Co. District Attorney's Office	\$ 158,000.00	\$ -	\$ -	\$ 158,000.00
Tuolumne Co. District Attorney's Office	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
Ventura Co. District Attorney's Office	\$ 149,000.00	\$ -	\$ -	\$ 149,000.00
Yolo Co. District Attorney's Office	\$ 730,000.00	\$ -	\$ 77,000.00	\$ 807,000.00
<b>Totals - Prosecutor Civil Penalties</b>	<b>\$ 7,746,250.00</b>	<b>\$ 727,000.00</b>	<b>\$ 727,000.00</b>	<b>\$ 9,200,250.00</b>

\* MADERA Penalties and Costs: The money paid to the Madera District Attorney as costs and penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for 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.

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

\*\*\* RIVERSIDE Penalties: Business and Professions Code §17200: "Defendants" shall pay \$410,000.00 to the Riverside County District Attorney's Office as civil penalties for violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

\*\*\*\* SACRAMENTO Penalties and Costs: 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 for 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.

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

## EXHIBIT B-1 -- CIVIL PENALTIES

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**

<b>Agency</b>	<b>HS §25500 Penalty</b>	<b>HS §25189 Penalty</b>	<b>Total Penalties to Regulatory Agencies</b>
California Department of Toxic Substances Control	\$ -	\$ 1,454,000.00	\$ 1,454,000.00
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Alameda Co. - Livermore-Pleasanton Fire Dept., Haz Mat Unit (*see below)	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00
Alameda Co. - Union City Environmental Programs Division	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Alameda Co. - Dept. Environmental Health	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Amador Co. - Environmental Health Dept.	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 45,000.00	\$ 55,000.00	\$ 100,000.00
Kern Co. - Bakersfield City Fire Department	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00
Kings Co. - Environmental Health Services	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Los Angeles Co. - Long Beach Environmental Health	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00
Los Angeles Co. - Fire Health Hazmat	\$ 36,000.00	\$ 36,000.00	\$ 72,000.00
Madera Co. - Dept. of Environmental Health	\$ 30,375.00	\$ 30,375.00	\$ 60,750.00
Merced Co. - Division of Environmental Health	\$ 24,000.00	\$ 24,000.00	\$ 48,000.00
Orange Co. - City of Anaheim Fire Department	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Orange Co. - Environmental Health (**see below)	\$ 28,500.00	\$ 28,500.00	\$ 57,000.00
Placer Co. - Roseville City Fire Dept.	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Placer Co. - Environmental Health Division	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Riverside Co. - Dept. of Environmental Health	\$ 72,500.00	\$ 127,500.00	\$ 200,000.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 45,000.00	\$ 55,000.00	\$ 100,000.00
San Bernardino Co. - Fire Dept. HAZMAT Div.	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00
San Diego Co. - Dept. of Environmental Health	\$ 49,125.00	\$ 50,875.00	\$ 100,000.00
San Francisco Co. - CUPA City & County Public Health Dept.	\$ 27,000.00	\$ 27,000.00	\$ 54,000.00
San Joaquin Co. - Environmental Health Department	\$ 72,500.00	\$ 127,500.00	\$ 200,000.00
San Luis Obispo Co. -Environmental Health Services	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
San Mateo Co. - Environmental Health Division	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00
Santa Clara Co. - Dept. of Environmental Health, Haz Mat Compliance Div.	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00
Santa Clara Co. - City of Gilroy Fire Dept.	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Santa Clara Co. - Sunnyvale Department of Public Safety	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Shasta Co. - Environmental Health Division	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Solano Co. - Environmental Health Services	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00
Sonoma Co. - Fire & Emergency Services Dept.	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00
Sutter Co. - Environmental Health Services	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Tulare Co. - Environmental Health	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00
Tuolumne Co. - Environmental Health	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Ventura Co. - Environmental Health Division	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00
Ventura Co. - City of Oxnard Fire Dept.	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Yolo Co. - Environmental Health	\$ 45,000.00	\$ 55,000.00	\$ 100,000.00
<b>Total - Agency Civil Penalties</b>	<b>\$ 727,000.00</b>	<b>\$ 2,322,750.00</b>	<b>\$ 3,049,750.00</b>

## EXHIBIT B-2 -- CIVIL PENALTIES

\* ALAMEDA: The agency requested that the check be made payable to the "Hazardous Materials Program Training & Resources Trust Account".

\*\* ORANGE: Fifty-Seven Thousand Dollars (\$57,000.00) is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.

EXHIBIT C

## EXHIBIT C – SUPPLEMENTAL ENVIRONMENTAL PROJECTS

1. **Environmental Protection Prosecution Fund.** LOWE’S shall provide the amount of FIVE HUNDRED THOUSAND (\$ 500,000.00) 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 Certified Unified Program Agency (CUPA) Forum.\***

a. LOWE’S shall provide the amount of FOUR HUNDRED SEVENTY TWO THOUSAND DOLLARS (\$ 472,000.00) to the CUPA Forum Environmental Protection Trust Fund, which is administered and to be used by the CUPA Forum, for purposes consistent with the mission of the CUPA Forum Environmental Protection Trust for the CUPA Forum.

b. LOWE’S shall provide the amount of SEVEN HUNDRED AND EIGHT THOUSAND DOLLARS (\$ 708,000.00) to fund scholarships for attendance and participation at the annual CUPA Conference or other CUPA Board approved trainings. The distribution of these training monies should ultimately allow SIX THOUSAND DOLLARS (\$ 6,000.00) per Covered Facility to those individual CUPAs responsible for the hazardous waste inspections for the LOWE’S facilities listed in Exhibit A-1 of this Judgment. Each of these scholarships shall cover conference registration, transportation, meals and hotel at the training conference rate. Travel and per diem expenses will be reimbursed in accordance with the reimbursement policies of the “California CUPA Forum Board Training Conference Expense Reimbursement Policies”, and any subsequent modifications thereto.

c. LOWE’S shall provide the amount of SEVENTY THOUSAND DOLLARS as targeted training funding (\$ 70,000.00) to the California Certified Unified Program Agency (Cal CUPA Forum Board) to be used by the San Joaquin County District Attorney and the San

Joaquin County Environmental Health Department to fund enforcement training programs for their local environmental enforcement personnel.

3. **Aquatic Toxicity Testing Project.\*** LOWE'S shall provide FORTY-FIVE THOUSAND DOLLARS (\$ 45,000.00) to be used by the Yolo County District Attorney's Office to fund a Retail Waste Aquatic Toxicity Testing ("RWATT") Project, using California's Static Acute Bioassay Procedures for Hazardous Waste Samples. The RWATT Project shall primarily focus on the testing of various retail wastes, including but not limited to, those types of retail wastes commonly generated at home improvement stores or other retailers. It is anticipated that between two hundred (200) and four hundred (400) individual products will be tested as part of this RWATT Project. In determining the products to be tested as part of the RWATT Project, the District Attorney's Offices of Alameda, San Joaquin, Solano and Yolo, may consult with other prosecutorial offices, retail waste generators and hazardous waste regulators, including but not limited to Department of Toxic Substance Control ("DTSC"), CUPAs and the CUPA Forum in determining some of the products to be tested. Results of the RWATT Project will be made available to retail waste generators. Protocols for the gathering of the samples, potential peer review and the methods for sharing testing data with the retail waste generators may be discussed with other DTSC, CUPAs and the CUPA Forum.

4. **California District Attorneys Association Environmental Project.\*** LOWE'S shall provide the amount of SIXTY THOUSAND DOLLARS (\$ 60,000.00) to be used by the California District Attorneys Association Environmental Project for the purposes of providing training consistent with the objectives of the California District Attorneys Association Environmental Project.

**5. California District Attorneys Association Environmental Circuit Prosecutor**

**Project.\*** LOWE'S shall provide the amount of SIXTY THOUSAND DOLLARS (\$ 60,000.00) to be used by the California District Attorneys Association Environmental Circuit Prosecutor Project for the purposes consistent with the objectives of the Environmental Circuit Prosecutor Project.

**6. Western States Project.\*** LOWE'S shall provide the amount of THIRTY THOUSAND DOLLARS (\$ 30,000.00) to be used by the Western States Project for the purposes of providing training consistent with the objectives of the Western States Project.

**7. California Hazardous Materials Investigators Association (CHMIA).\*** LOWE'S shall provide the amount of SIXTY THOUSAND DOLLARS (\$ 60,000.00) to be used by the CHMIA to fund partial scholarships for attendance and participation at their annual training conference presented by CHMIA.

**8. Alameda County Fish & Game Commission.** LOWE'S shall provide the amount of Seventy Thousand Dollars (\$70,000.00) 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.

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

**EXHIBIT D-1**

## Exhibit D-1

### Lowe's Additional Remedial Measures to Minimize Hazardous Waste

Per the Final Judgment, Lowe's has committed \$3,175,000 to remedial measures to minimize hazardous waste. At least \$500,000 of that total will be committed to remedial measures at Orchard Supply Company, LLC (See Exhibit D-2). Lowe's proposes the following:

Lowe's shall adopt and implement the following environmental program enhancements:

A. Compactor Assessments. Each year and over the next five years, Lowe's shall conduct a minimum of twelve (12) annual compactor assessments utilizing the assistance of a third party consultant. The process will include providing at least 24 hour advance notice to the People of the intent and location of the planned compactor assessment. The contents of each compactor will be sorted to determine whether landfill restricted items, including but not limited to hazardous waste items, may have been placed in the compactor. Lowe's will make diligent efforts to ensure that the compactors assessed are 75% or more full. They will be hauled to a waste transfer station or similar facility for sorting, evaluation and reporting. The third party consultant will report their findings to Lowe's and once finalized, the report will be available to the People. Lowe's will use a consistent approach and reporting template to ensure consistency of the assessments over time and location.

B. Three New Environmental Compliance Employees. Lowe's shall make diligent efforts to hire, by May 1, 2014 and thereafter maintain, three additional full time equivalent employees focused on environmental/hazardous waste compliance. The three employees will be comprised of one manager and two specialists and all three will be based in California. The job description for these new positions will include: managing, enhancing, and overseeing Lowe's environmental regulatory compliance efforts in the areas of hazardous materials and hazardous waste management for all stores and distribution centers within California. These individuals will have a strong working knowledge of California environmental regulations and how they relate to Lowe's operations. These professionals will also act as a technical resource for all Lowe's California locations and liaise with state regulatory officials.

C. Enhanced HazMat Modular Training. The existing Lowe's Advanced HAZMAT Training program required employees to review a broad array of training materials, then take and pass an annual test. Lowe's new training program contains 10 distinct learning modules, each with individual job codes and incorporated into each employee's electronic learning/training plan in Lowe's Learning and Talent Center. The modules focus on employees' individualized responsibilities. Every store will have two

Advanced HAZMAT Program Validators that will be responsible for validating applicable employees' show of competence with each assigned module of the program.

10 Modules are as follows:

Module 1 – Advanced HAZMAT Overview

Module 2 – Spill Cleanup Process

Module 3 – MSDS Advanced

Module 4 – HAZMAT Labels Advanced

Module 5 – HAZMAT Signs Advanced

Module 6 – HAZMAT Drum Categories & Drum Contents

Module 7 – HAZMAT Drum Processing

Module 8 – Waste Minimization Advanced

Module 9 – Contractor HAZMAT

Module 10 – HAZMAT Cage Advanced

EXHIBIT D-2

## Exhibit D-2

### New Orchard's Additional Environmental Commitments

A. Compactor Assessments. Each year and over the next five years, New Orchard shall conduct a minimum of twelve (12) annual compactor assessments utilizing the assistance of a third party consultant. The process will include providing at least 24 hour advance notice to the People of the intent and location of the planned compactor assessment. The contents of each compactor will be sorted to determine whether landfill restricted items, including but not limited to hazardous waste items, may have been placed in the compactor. New Orchard will make diligent efforts to ensure that the compactors assessed are 75% or more full. They will be hauled to a waste transfer station or similar facility for sorting, evaluation and reporting. The third party consultant will report their findings to New Orchard and once finalized, the report will be available to the People. New Orchard will use a consistent approach and reporting template to ensure consistency of the assessments over time and location.

B. New Environmental Compliance Employee. New Orchard has created and shall continue to fill a new position, Manager of Environmental, Sustainability, and Legal Compliance. The Manager will be based out of New Orchard's corporate office in California. The job description for this position is to manage, enhance, and oversee New Orchard's environmental regulatory compliance, hazardous materials, and hazardous waste programs for all store, supply chain, and corporate locations within California. This position will work with the Lowe's Manager of Hazardous Materials & Environmental Compliance to ensure both programs are on the same path for overall compliance, but this person will be dedicated to Orchard.

EXHIBIT E-1

**EXHIBIT E-1 -- COSTS**

<b>Agency</b>	<b>Total Costs to Agency</b>
Alameda Co. District Attorney's Office	\$ 46,206.25
Contra Costa Co. District Attorney's Office	\$ 5,000.00
Fresno Co. District Attorney's Office	\$ 3,000.00
Los Angeles Co. District Attorney's Office	\$ 2,500.00
Merced Co. District Attorney's Office	\$ 5,000.00
Orange Co. District Attorney's Office	\$ 2,500.00
Placer Co. District Attorney's Office	\$ 500.00
Riverside Co. District Attorney's Office (*see below)	\$ 36,125.00
Sacramento Co. District Attorney's Office (**see below)	\$ 2,000.00
San Bernardino Co. District Attorney's Office	\$ 6,000.00
San Diego City Attorney's Office	\$ 1,250.00
San Diego Co. District Attorney's Office	\$ 4,000.00
San Francisco Co. District Attorney's Office	\$ 4,500.00
San Joaquin Co. District Attorney's Office	\$ 96,206.25
Solano Co. District Attorney's Office	\$ 15,000.00
Sonoma Co. District Attorney's Office	\$ 500.00
Stanislaus Co. District Attorney's Office	\$ 500.00
Tulare Co. District Attorney's Office	\$ 7,000.00
Tuolumne Co. District Attorney's Office	\$ 500.00
Ventura Co. District Attorney's Office	\$ 9,500.00
Yolo Co. District Attorney's Office	\$ 25,000.00
<b>Total Prosecutor Costs</b>	<b>\$ 272,787.50</b>
<p>* RIVERSIDE Costs: "Defendants" shall pay \$36,125.00 as costs to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.</p>	
<p>** SACRAMENTO Penalties and Costs: 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 for 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.</p>	

EXHIBIT E-2

**EXHIBIT E-2 -- COSTS**

<b>Agency</b>	<b>Total Costs to Agency</b>
California Department of Toxic Substances Control	\$ 225,000.00
Alameda Co. - Fremont City Fire Dept., Haz Mat Unit	\$ 1,000.00
Alameda Co. - Livermore-Pleasanton Fire Dept., Haz Mat Unit (*see below)	\$ 3,000.00
Alameda Co. - Union City Environmental Programs Division	\$ 1,000.00
Alameda Co. - Dept. Environmental Health	\$ 1,000.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 2,750.00
Contra Costa Co. - Environmental Health	\$ 1,500.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 5,562.50
Los Angeles Co. - Fire Health Hazmat	\$ 12,875.00
Madera Co. - Dept. of Environmental Health	\$ 4,375.00
Merced Co. - Division of Environmental Health	\$ 10,500.00
Orange Co. - City of Anaheim Fire Department	\$ 500.00
Orange Co. - Environmental Health (**see below)	\$ 625.00
Riverside Co. - Dept. of Environmental Health	\$ 4,250.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 2,000.00
San Bernardino Co. - Fire Dept. HAZMAT Div.	\$ 1,050.00
San Diego Co. - Dept. of Environmental Health	\$ 6,250.00
San Francisco Co. - CUPA City & County Public Health Dept.	\$ 1,250.00
San Joaquin Co. - Environmental Health Department	\$ 16,000.00
Solano Co. - Environmental Health Services	\$ 5,000.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 1,250.00
Tulare Co. - Environmental Health	\$ 10,125.00
Tuolumne Co. - Environmental Health	\$ 1,000.00
Ventura Co. - Environmental Health Division	\$ 5,100.00
Yolo Co. - Environmental Health	\$ 4,250.00
<b>Total - Agency Civil Penalties</b>	<b>\$ 327,212.50</b>
<p>* ALAMEDA: The agency requested that the check be made payable to the "Hazardous Materials Program Training &amp; Resources Trust Account".</p>	
<p>** ORANGE: Six Hundred Twenty-Five Dollars (\$625.00) is restricted to the Orange County Health Care Agency/Environmental Health and is to be placed in a special revenue account. These funds are to be used for the enhancements of the Hazardous Waste Program for special projects and other uses as determined by the Director of Environmental Health. Said payment shall be made in the form of a check made payable to the County of Orange/Auditor-Controller.</p>	