

1 NANCY E. O'MALLEY
District Attorney of Alameda County
2 KENNETH A. MIFSUD, SBN 144000
Senior Deputy District Attorney
3 KEVIN WONG, SBN 215446
ALYCE SANDBACH, SBN 141894
4 Deputy District Attorneys
Consumer and Environmental Protection Division
5 7677 Oakport Street, Suite 650
Oakland, CA 94621-1934
6 Telephone: (510) 569-8816

7 JAMES P. WILLET
District Attorney of San Joaquin County
8 DAVID J. IREY, SBN 142864
Deputy District Attorney
9 Environmental Prosecutions Unit
222 E. Weber Ave., Room 202
10 Stockton, CA 95202
Telephone: (209) 468-2400

11 *Attorneys for Plaintiff, People of the State of*
12 *California*

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

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

17 **PEOPLE OF THE STATE OF**
18 **CALIFORNIA,**

19 **Plaintiff,**

20 **v.**

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

24 **Defendants.**

CASE NO.:

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION

Action filed:

26 ///

27 ///

28

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.

27 ///
28

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”).

9
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.

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

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

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

20
21 WHEREAS, the People and Defendants shall be referred to collectively as “Parties.” The
22 Parties have stipulated and consented to the entry of this Final Judgment prior to trial. The Parties
23 have agreed to settle the above-captioned matter without further litigation, as set forth below.

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

26
27 ///

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.

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.

27 ///

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.
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4.1 **Specific Injunctive Provisions**

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

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

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

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

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

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

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

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).

21
22
23
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. Irey, 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

26 ///

27 ///

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
25
26
27
28

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 **8. NOTICE**

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

13 For the People:

14
15 Kenneth Mifsud
16 Senior Deputy District Attorney
17 Alameda County District Attorney's Office
18 Consumer & Environmental Protection Division
19 7677 Oakport Street, Suite 650
20 Oakland, CA 94621-1934

21 With a copy to:

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

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

For Defendant Lowe's:
Gaither M. Keener, Jr.
Chief Legal Officer,
Chief Compliance Officer and
Secretary
1000 Lowe's Boulevard
 Mooresville, NC 28117

For Defendant Orchard:

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

With copy to:

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

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

9. EFFECT OF FINAL JUDGMENT

Except as expressly provided in this Final Judgment, nothing in this Final Judgment is intended nor shall it be construed to preclude the People, or any state, county, 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
25
26
27
28

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.

26 B. California and Oregon Orchard Facilities. While the Parties agree that the People do not
27 have regulatory authority over stores in Oregon, as to the California and Oregon Orchard Facilities,
28

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 **23. TERMINATION OF FINAL JUDGMENT**

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

21 DATED: _____

21 By: _____

22 KENNETH A. MIFSUD
23 Senior Deputy District Attorney
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: _____

By: _____
STACEY GRASSINI
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: _____

By: _____
CATHERINE C. BORSETTO
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: _____

By: _____
DOUG POSTON
Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: _____

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: _____

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: _____

By: _____

LARRY BARLLY
Supervising Deputy District Attorney

FOR LOWE'S HOME CENTERS, LLC:

DATED: _____

By: _____

RICKY D. DAMRON
President and Chief Operating Officer

FOR ORCHARD SUPPLY COMPANY, LLC:

DATED: _____

By: _____

RICHARD D. MALTSBARGER
President

REVIEWED AS TO FORM AND CONTENT:

DATED: _____

By: _____

Lowe's California Counsel

DATED: _____

By: _____

Orchard Supply Company. LLC
California Counsel

1 IT IS SO ORDERED.

2

3

DATED: _____

By: _____

4

Judge of the Superior Court

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

ATTACHMENT A

Additional Counsel for the Plaintiff

1
2 TODD D. RIEBE
3 Amador County District Attorney
4 708 Court Street, Suite 202
5 Jackson, CA 95642
6 Telephone: (209) 223-6444

7 MICHAEL L. RAMSEY
8 Butte County District Attorney
9 Robert E. Nichols, SBN 100028
10 Deputy District Attorney
11 Administration Building
12 25 County Center Drive, Suite 245
13 Oroville, CA 95965-3370
14 Telephone: (530) 538-7411

15 MARK A. PETERSON
16 Contra Costa County District Attorney
17 Stacey Grassini, SBN 154937
18 Deputy District Attorney
19 900 Ward Street, P. O. Box 670
20 Martinez, CA 94553
21 Telephone: (925) 957-8604

22 ELIZABETH A. EGAN
23 Fresno County District Attorney
24 Michael Brummel, SBN 236116
25 Deputy District Attorney
26 929 L. Street
27 Fresno, CA 93721
28 Telephone: (559) 600-3156

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

1 GREG STRICKLAND
Kings County District Attorney
2 Kings County Government Center
3 1400 West Lacey Boulevard
Hanford, CA 93230
4 Telephone: (559) 582-0326

5
6 MICHAEL N. FEUER
City Attorney of Los Angeles
7 Patricia Bilgin, SBN 164090
Assistant City Attorney
8 200 N. Main Street, 8th Floor, City Hall East
9 Los Angeles, CA 90012
Telephone: (213) 978-8040

10
11 JACKIE LACEY
Los Angeles County District Attorney
12 Daniel J. Wright, SBN 129309
13 Deputy District Attorney
201 N. Figueroa Street, Suite 1200
14 Los Angeles, CA 90012
15 (213) 580-3273

16
17 MICHAEL R. KEITZ
Madera County District Attorney
18 Robert E. Nichols, SBN 100028
Deputy District Attorney
19 209 W. Yosemite Avenue
Madera, CA 93637
20 Telephone: (559) 675-7726

21
22 EDWARD S. BERBERIAN, JR.
Marin County District Attorney
23 Andres H. Perez, SBN 186219
Deputy District Attorney
24 3501 Civic Center Drive, Room 130
25 San Rafael, CA 94903
26 Telephone: (415) 499-6495

1 LARRY D. MORSE II
Merced County District Attorney
2 Robert E. Nichols, SBN 100028
3 Deputy District Attorney
2222 M Street
4 Merced, CA 95340
5 Telephone: (209) 385-7381
6
7 DEAN D. FLIPPO
Monterey County District Attorney
8 Anne M. Michaels, SBN 136134
Assistant District Attorney
9 1200 Aguajito Road, Room 301
Monterey, CA 93940
10 Telephone: (831) 647-7770
11
12 GARY LIEBERSTEIN
Napa County District Attorney
13 Catherine C. Borsetto, SBN 176337
Deputy District Attorney
14 931 Parkway Mall
15 P.O. Box 720
Napa, CA 94559
16 Telephone: (707) 253-4211
17
18 TONY RACKAUCKAS
Orange County District Attorney
19 William G. Fallon, SBN 190986
Deputy District Attorney
20 401 Civic Center Drive West
21 Santa Ana, CA 92701
22 Telephone: (714) 834-3600
23
24 R. SCOTT OWENS
Placer County District Attorney
25 Jane Crue, SBN 210122
Deputy District Attorney
26 10810 Justice Center Drive, Suite 240
Roseville, CA 95678
27 Telephone: (916) 543-8000
28

1 PAUL ZELLERBACH
2 Riverside County District Attorney
3 Dale Hoy, SBN 226182
4 Senior Deputy District Attorney
5 3960 Orange Street, First Floor
6 Riverside, CA 92501-3707
7 Telephone: (951) 955-5400

8 JAN SCULLY
9 Sacramento County District Attorney
10 Douglas Whaley, SBN 144557
11 Deputy District Attorney
12 906 G Street, Suite 700
13 Sacramento, CA 95814
14 Telephone: (916) 874-6174

15 MICHAEL A. RAMOS
16 San Bernardino County District Attorney
17 Douglas Poston, SBN 176388
18 Deputy District Attorney
19 412 W. Hospitality Lane, Suite 301
20 San Bernardino, CA 92415-0023
21 Telephone: (909) 891-3330

22 JAN GOLDSMITH
23 City Attorney of San Diego
24 Michael R. Hudson, SBN 121877
25 Deputy City Attorney
26 1200 Third Avenue, Suite 700
27 San Diego, CA 92101-4103
28 Telephone: (619) 533-5500

BONNIE M. DUMANIS
San Diego County District Attorney
Karen I. Doty, SBN 126448
Deputy District Attorney
330 West Broadway, Suite 750
San Diego, CA 92101
Telephone: (619) 531-4070

1 GEORGE GASCÓN
San Francisco County District Attorney
2 Rebecca D. Wagner, SBN 165468
3 Assistant District Attorney
732 Brannan Street, Second Floor
4 San Francisco, CA 94103
5 Telephone: (415) 551-9500

6 GERALD T. SHEA
7 San Luis Obispo County District Attorney
Steven D. von Dohlen, SBN 182499
8 Deputy District Attorney
9 County Government Center, Room 450
San Luis Obispo, CA 93408
10 Telephone: (805) 781-5800

11
12 STEPHEN M. WAGSTAFFE
San Mateo County District Attorney
13 John E. Wilson, SBN 95602
14 Deputy District Attorney In Charge
400 County Center, Third Floor
15 Redwood City, CA 94063
16 Telephone: (650) 363-4732

17 JOYCE E. DUDLEY
18 Santa Barbara County District Attorney
Robert E. Nichols, SBN 100028
19 Deputy District Attorney
20 1112 Santa Barbara Street
Santa Barbara, CA 93101
21 Telephone: (805) 568-2308

22
23 JEFFREY F. ROSEN
Santa Clara County District Attorney
24 Tina Nunes Ober, SBN 162750
25 Deputy District Attorney
70 West Hedding Street, West Wing
26 San Jose, CA 95110
27 Telephone: (408) 792-2525
28

1 BOB LEE
Santa Cruz County District Attorney
2 William Atkinson, SBN 88933
3 Supervising Assistant District Attorney
701 Ocean Street, Room 200
4 Santa Cruz, CA 95060
5 Telephone: (831) 454-2400

6
7 STEPHEN CARLTON
Shasta County District Attorney
8 Anand B. Jesrani, SBN 238252
Deputy District Attorney
9 1355 West Street
Redding, CA 96001-1632
10 Telephone: (530) 245-6300

11
12 DONALD A. DU BAIN
Solano County District Attorney
13 Criselda B. Gonzalez, SBN 146493
Deputy District Attorney
14 675 Texas Street, 4th Floor, # 4500
15 Fairfield, CA 94533-6340
16 Telephone: (707) 784-6800

17
18 JILL R. RAVITCH
Sonoma County District Attorney
19 Ann Gallagher-White, SBN 167419
Deputy District Attorney
20 2300 County Center Drive, Suite B-170
Santa Rosa, CA 95403
21 Telephone: (707) 565-3161

22
23 BIRGIT A. FLADAGER
Stanislaus County District Attorney
24 Robert E. Nichols, SBN 100028
Deputy District Attorney
25 832 12th Street, Suite 300
26 Modesto, CA 95354
27 Telephone: (209) 525-5550
28

1 JANA McCLUNG
Acting District Attorney
2 Sutter County District Attorney
3 Robert E. Nichols, SBN 100028
Deputy District Attorney
4 446 2nd Street, Suite 102
Yuba City, CA 95991-5525
5 Telephone: (530)822-7330
6

7 TIM WARD
Tulare County District Attorney
8 Rodney M. Blaco, SBN 212139
Deputy District Attorney
9 221 S. Mooney Blvd., Room 224
10 Visalia, CA 93291
11 Telephone: (559) 636-5494
12

13 MICHAEL KNOWLES
Tuolumne County District Attorney
14 Robert E. Nichols, SBN 100028
Deputy District Attorney
15 423 North Washington Street
Sonora, CA 95370
16 Telephone: (209) 588-5450
17

18 GREGORY D. TOTTEEN
Ventura County District Attorney
19 Mitchell F. Disney, SBN 138114
Deputy District Attorney
20 5720 Ralston Street, Suite 300
21 Ventura, CA 93009
22 Telephone: (805) 662-1750
23

24 JEFF W. REISIG
Yolo County District Attorney
25 Larry Barlly, SBN 114456
Supervising Deputy District Attorney
26 301 Second Street
Woodland, CA 95695-3415
27 Telephone: (530) 666-8180
28

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 Elverta 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

Agency	BP §17200 Penalty	HS §25500 Penalty	HS §25189 Penalty	Total Penalties to Agency
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
Totals - Prosecutor Civil Penalties	\$ 7,746,250.00	\$ 727,000.00	\$ 727,000.00	\$ 9,200,250.00

* 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

Agency	HS §25500 Penalty	HS §25189 Penalty	Total Penalties to Regulatory Agencies
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
Total - Agency Civil Penalties	\$ 727,000.00	\$ 2,322,750.00	\$ 3,049,750.00

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

Agency	Total Costs to Agency
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
Total Prosecutor Costs	\$ 272,787.50
* 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.	
** 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.	

EXHIBIT E-2

EXHIBIT E-2 -- COSTS

Agency	Total Costs to Agency
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
Total - Agency Civil Penalties	\$ 327,212.50
<p>* ALAMEDA: The agency requested that the check be made payable to the "Hazardous Materials Program Training & 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>	