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Exempt from fees per Gov. Code, §6103

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ALAMEDA
13
14
15

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

Plaintiff,

18 **v.**

19 **WALMART INC., a Delaware corporation;**
20 **and DOES 1-100, inclusive,**

21 Defendants.

Case No.: 21CV004367

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

Judge: Hon. Noël Wise
22 Dept.: 21

23 Action Filed: December 20, 2021
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1 This Stipulation for Entry of Final Judgment and Injunction on Consent (“Stipulation”) is
2 entered into by Plaintiff the People of the State of California (“People”) and Defendant Walmart
3 Inc., a Delaware Corporation (“Walmart” or “Defendant”). For purposes of this Stipulation, the
4 People and Walmart shall be referred to collectively as “Parties.”

5 INTRODUCTION

6 The above captioned matter relates to the People’s investigation into Defendant’s
7 compliance with state laws and regulations related to the management and disposal of hazardous
8 and medical waste, and Business and Professions Code prohibitions against unfair business
9 practices relating to Walmart’s ownership and operation of its retail facilities and fulfillment and
10 distribution centers in the state of California, from February 1, 2015 through the date of the First
11 Amended Complaint (“FAC”). As set forth in the FAC, the People allege that Defendant violated
12 chapter 6.5 of the Health and Safety Code and the regulations promulgated under that chapter,
13 Health and Safety Code sections 117600 et seq., and Business and Professions Code sections
14 17200 et seq. Defendant does not admit any issue of fact or law alleged in the First Amended
15 Complaint or otherwise in the above-captioned matter or any violation of law. The Parties’
16 execution of this Stipulation is not intended to and shall not constitute an admission of
17 wrongdoing or liability by Defendant.

18 The Parties engaged in settlement negotiations following the completion of fact discovery
19 in the above-captioned matter. In these negotiations, the People were represented by the Attorney
20 General of the State of California, the California Department of Toxic Substances Control, and
21 the District Attorneys for the Counties of Alameda, Fresno, Monterey, Orange, Riverside,
22 Sacramento, San Bernardino, San Diego, San Joaquin, Solano, Tulare and Yolo. Defendant was
23 represented by counsel. As Exhibit No. 1 to this Stipulation, the Parties have concurrently lodged
24 with the Court the Parties’ negotiated [Proposed] Final Judgment and Injunction on Consent
25 (“Proposed Final Judgment”).

26 The People believe that the resolution embodied in the Proposed Final Judgment is fair
27 and reasonable and fulfills the People’s enforcement objectives; that the terms of the Proposed
28 Final Judgment are appropriate; that no further action is warranted concerning the violations

1 alleged in the FAC, except as provided in the Proposed Final Judgment; and that entry of the
2 Proposed Final Judgment is in the best interest of the public. Defendant agrees that the Proposed
3 Final Judgment is a fair and reasonable resolution of the matters alleged in the First Amended
4 Complaint.

5
6 **PARTIES' STIPULATION REGARDING ENTRY OF FINAL JUDGMENT AND
INJUNCTION ON CONSENT PURSUANT TO STIPULATION**

7 The Parties, after opportunity for review by counsel, hereby stipulate and consent to the
8 entry of the Proposed Final Judgment attached hereto as Exhibit No. 1.

9
10 **IT IS SO STIPULATED**

11
12 **For Plaintiff, The People of the State of
California:**

13 ROB BONTA
Attorney General of California
14 DENNIS L. BECK, JR.
Acting Senior Assistant Attorney General

15 

16 Dated: October 21, 2024

17

DAVID ZAFT
Deputy Attorney General

18
19 Department of Toxic Substances Control

20 

21 Dated: October 10, 2024

22

KATHERINE M. BUTLER
Director

23 PAMELA PRICE
Alameda County District Attorney

24 

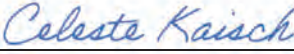
25 Dated: October 14, 2024

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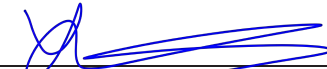
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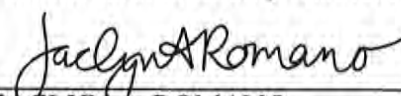
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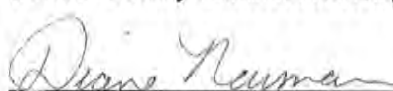
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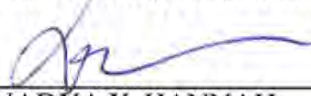
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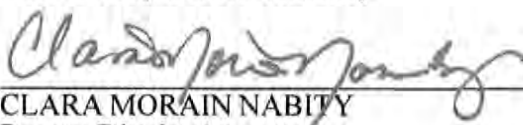
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1 **For Defendant, Walmart Inc.:**

2

3

4 Dated: October 11, 2024

DocuSigned by:

Emma Waddell

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Emma Waddell

Senior Vice President and U.S. Chief Ethics and
Compliance Officer for Walmart Inc.

5

6

7

8 Dated: October 21, 2024

O'MELVENY & MYERS LLP



Geoffrey H. Yost

Attorneys for Walmart Inc.

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10 *(Additional Counsel on following pages)*

Exempt from fees per Gov. Code, §6103

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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF ALAMEDA
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16 **THE PEOPLE OF THE STATE OF**
17 **CALIFORNIA,**

18 Plaintiff,

19 v.

20 **WALMART INC., a Delaware corporation;**
21 **and DOES 1-100, inclusive,**

22 Defendants.
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Case No.: 21CV004367

**[PROPOSED] FINAL JUDGMENT AND
INJUNCTION ON CONSENT**

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1 WHEREAS, plaintiff, the PEOPLE OF THE STATE OF CALIFORNIA by and through
2 Rob Bonta, Attorney General of the State of California, in his independent capacity; the
3 California Department of Toxic Substances Control (“DTSC”); Pamela Price, District Attorney of
4 Alameda County; Lisa A. Smittcamp, District Attorney of Fresno County; Jeannine M. Pacioni,
5 District Attorney of Monterey County; Todd Spitzer, District Attorney of Orange County;
6 Michael A. Hestrin, District Attorney of Riverside County; Thien Ho, District Attorney of
7 Sacramento County; Jason Anderson, District Attorney of San Bernardino County; Summer
8 Stephan, District Attorney of San Diego County; Ronald J. Freitas, District Attorney of San
9 Joaquin County; Krishna A. Abrams, District Attorney of Solano County; Tim Ward, District
10 Attorney of Tulare County; and Jeff W. Reisig, District Attorney of Yolo County (the Attorney
11 General of the State of California, DTSC, and the above-referenced District Attorneys shall be
12 referred to collectively as “the People”), on the one hand, and defendant, WALMART INC., a
13 Delaware Corporation (“Walmart”), on the other hand, by their duly authorized representatives
14 and counsel, entered into a Stipulation for Entry of Final Judgment and Injunction on Consent in
15 this matter on or about October 11, 2024 (“Stipulation”) and thereby have consented to the entry
16 of this Final Judgment and Injunction on Consent (“Final Judgment”);

17 WHEREAS, the People filed this action in Alameda County Superior Court on December
18 20, 2021, and thereafter filed a First Amended Complaint on February 10, 2022, in which they
19 alleged that waste audits of solid waste compactors from Walmart facilities in California
20 conducted between 2015 and 2021 revealed the presence of hazardous waste and medical waste
21 in waste that Walmart had sent for disposal to municipal landfills unauthorized to receive
22 hazardous waste and medical waste;

23 WHEREAS, based on the alleged facts in the People’s First Amended Complaint, the
24 People alleged violations of California’s Hazardous Waste Control Law, found in chapter 6.5 of
25 division 20 of the Health and Safety Code and the regulations promulgated thereunder in Title 22
26 of the California Code of Regulations (collectively the “HWCL”), and the Medical Waste
27 Management Act, found in Health and Safety Code sections 117600-118360 and its relevant
28 implementing regulations (collectively the “MWMA”), and Business and Professions Code

1 sections 17200 et seq., and sought penalties, costs, and injunctive relief;

2 WHEREAS, on May 6, 2022, Walmart filed an Amended Answer to the People’s First
3 Amended Complaint, in which Walmart denied the People’s allegations and asserted various
4 affirmative defenses;

5 WHEREAS, the People and Walmart have completed multiple rounds of written
6 discovery, extensive productions of documents, and numerous fact witness depositions;

7 WHEREAS, the People conducted post-filing waste audits of Walmart solid waste
8 compactors between September 2023 and March 2024, and were informed and believe that those
9 waste audits demonstrate substantial improvement when compared to the waste audits alleged in
10 the People’s First Amended Complaint;

11 WHEREAS, at the time this Final Judgment was being negotiated, trial in this matter was
12 set to begin on September 30, 2024;

13 WHEREAS, the People and Walmart (collectively referred to as the “Parties” and
14 individually as a “Party”) share the same goal to advance the protection of the health and safety of
15 the people of California and the protection of the environment as required by compliance with all
16 requirements under the HWCL pertaining to the generation, storage, and disposal of hazardous
17 waste;

18 WHEREAS, the Parties agree that Walmart’s program diverts from its solid waste
19 compactors substantial amounts of hazardous and medical waste generated through its operations;

20 WHEREAS, in the course of litigation, Walmart asserted that its program successfully
21 diverts from its solid waste compactors nearly 100 percent of alleged hazardous or medical waste
22 generated through its operations;

23 WHEREAS, in the course of the litigation, evidence was produced supporting the
24 conclusion that Walmart has compliance programs in place to reasonably comply with the HWCL
25 and MWMA, including requirements under the HWCL pertaining to the generation, storage, and
26 disposal of hazardous waste;

27 WHEREAS, Walmart agrees to continue operating and maintaining its hazardous waste
28 programs in substantially the same manner, but with the ability to make, when necessary,

1 modifications and enhancements designed to improve the performance of its hazardous waste
2 programs or to comply with changes to the HWCL and/or the MWMA;

3 AND WHEREAS, the Court finds that the settlement between the Parties as delineated in
4 the Final Judgment is fair and in the public interest;

5 NOW THEREFORE, upon the consent of the Parties, it is **ORDERED, ADJUDGED,**
6 **AND DECREED** as follows:

7
8 **1. JURISDICTION**

9 The Alameda County Superior Court has subject matter jurisdiction over the matters
10 alleged in this action and personal jurisdiction over the Parties to this Final Judgment.

11 **2. SETTLEMENT OF DISPUTED CLAIMS**

12 This Final Judgment is a fair and reasonable resolution of the Covered Matters (as defined
13 in Paragraph 7 below) and is in the best interest of the public. Entry of this Final Judgment is
14 neither an admission nor a denial by Walmart regarding any issue of law or fact or of any
15 violation of any law. The Parties waive any right to set aside the Final Judgment and further
16 waive their rights to appeal from the Final Judgment.

17 **3. DEFINITIONS**

18 Except where otherwise expressly defined in this Final Judgment, terms shall be
19 interpreted consistent with the HWCL and the MWMA.

20 The Parties reserve all rights and expressly agree that nothing in this Final Judgment
21 waives the right of either Party to put forth competing statutory construction arguments and
22 interpretations of the HWCL and MWMA definitions and provisions in future enforcement
23 actions.

24 **3.1. “Effective Date”** means the date of entry of this Final Judgment by the Alameda
25 County Superior Court.

26 **3.2. “Facility” and “Facilities”** mean: (a) retail stores, including discount stores,
27 Supercenters, Neighborhood Markets, Sam’s Clubs, distribution centers and fulfillment centers,
28 that are owned, operated, or leased by or on behalf of Walmart in the State of California as of the

Effective Date and listed in Exhibit A attached hereto; and (b) retail stores, including discount stores, Supercenters, Neighborhood Markets, Sam's Clubs, distribution centers and fulfillment centers, that are owned, operated, or leased by or on behalf of Walmart in the State of California after the Effective Date.

3.3. "Covered Matter Facilities" means current and former retail stores, including discount stores, Supercenters, Neighborhood Markets, Sam's Clubs, distribution centers and fulfillment centers, that are, or were, owned, operated, or leased by or on behalf of Walmart in the State of California prior to the Effective Date. The current list of Covered Matter Facilities is attached as Exhibit B.

3.4. "Unified Program Agency" or "UPA" means an agency certified by the California Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of division 20 of the Health and Safety Code and California Code of Regulations, title 27, to implement certain state environmental programs within the local agency's jurisdiction, and as defined in Health and Safety Code section 25501, subdivision (e)(3).

3.5. "Participating Agency" means an agency that has been designated by the UPA to administer one or more state environmental programs on behalf of the UPA.

3.6. "The People" means the California Attorney General's Office, the California Department of Toxic Substances Control, and the District Attorneys of the Counties of Alameda, Fresno, Monterey, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Joaquin, Solano, Tulare, and Yolo.

3.7. "Compactor" means front-loader dumpsters, dumpsters, trash compactors, roll-off boxes, and any other receptacles the contents of which are picked up directly by commercial or municipal trash haulers for transport to municipal landfills. "Compactor" does not include (a) waste bins the contents of which are consolidated in a front-loader dumpster, dumpster, trash compactor, or roll-off box prior to pickup and disposal by a commercial or municipal trash hauler for transport to municipal landfills, or (b) containers intended to collect Hazardous or Medical Waste prior to haul-off by a properly licensed waste hauler.

3.8. "Audit Findings" means the findings with respect to the presence of possible,

1 suspected, and/or actual Hazardous Waste and/or Medical Waste in a physical inspection and
2 review of the entire contents of a Compactor.

3 **3.9. “Compactor Audit Program”** means Walmart’s program for physically
4 inspecting the contents of its Compactors to assess Walmart’s ongoing compliance with the
5 HWCL, the MWMA, and those statutes’ respective implementing regulations. The Compactor
6 Audit Program and its requirements are further described in Paragraph 4.3 and Exhibits C-1 and
7 C-2.

8 **3.10. The “Program” or “Compliance Program”** means Walmart’s California
9 Hazardous Waste Compliance Program which encompasses numerous formalized systems,
10 policies, procedures, trainings, and contracts designed to: (1) promote compliance with all
11 applicable laws and regulations relating to California hazardous and medical waste including the
12 HWCL and MWMA; (2) train associates on program execution; (3) monitor for, identify, and
13 remediate any program execution gaps; and (4) promote a culture of continuous program
14 improvement. The Program includes Walmart’s corporate policy expressly requiring all
15 associates operating in California to follow program requirements in addition to following all
16 applicable laws and regulations pertaining to waste management. The Program includes but is not
17 limited to the policies and Standard Operating Procedures (“SOPs”) listed in Exhibits E-1 and E-
18 2.

19 **3.11. “Trash Compactor Audit Reports”** mean the detailed written reports prepared
20 by the Vendor, describing the Compactor audits. Among other information, each such report will
21 include the date, time, and location of the audit; the identity of the Facility from which the
22 Compactor originated; the lead persons participating in the audit; confirmation that the audit
23 protocols required by this Final Judgment were followed; the Audit Findings; photographs
24 documenting the waste and items of interest; and other pertinent information concerning the
25 audit.

26 **3.12. “Vendor”** means the qualified, independent third party that performs the
27 Compactor audits required as part of the Compactor Audit Program.

28 **3.13. “Hazardous Waste”** as used herein is defined at Health and Safety Code section

1 25117.

2 **3.14. “Medical Waste”** as used herein is defined at Health and Safety Code section
3 117705.

4 **3.15. “Designated System”** means a secure online system designated by the People for
5 the purpose of receiving written submissions, notices, and other communications.

6 **4. INJUNCTIVE RELIEF**

7 **4.1. Applicability**

8 For a period of four (4) years from the Effective Date (the “Injunctive Period”), the
9 injunctive relief provisions of this section of the Final Judgment shall be applicable to Walmart,
10 including its successors and assigns, and all partnerships, corporations, and other persons and
11 entities acting under, by, through, or on behalf of Walmart, with actual or constructive knowledge
12 of this Final Judgment.

13 **4.2. General Injunctive Provisions**

14 For the duration of the Injunctive Period, Walmart shall maintain its Compliance Program,
15 as defined above and further described in Exhibits E-1 and E-2, which shall be incorporated by
16 reference into this Paragraph of the Final Judgment. Walmart retains the right to make reasonable
17 modifications to continuously improve the Compliance Program, subject to the condition that at
18 all times during the Injunctive Term, as part of the Program, Walmart shall implement and
19 maintain systems, policies, procedures, trainings, and contracts, reasonably designed to:

20 **4.2.a.** Prevent the disposal of hazardous waste at a point not authorized by
21 California law;

22 **4.2.b.** Ensure that transporters are registered to transport hazardous waste prior to
23 transporting, transferring custody of, or causing to be transported in California any hazardous
24 waste;

25 **4.2.c.** Determine if a waste generated at the Facilities is a hazardous waste;

26 **4.2.d.** Handle hazardous waste in compliance with California law;

27 **4.2.e.** Ensure a manifest with all required information is completed prior to the
28 time the hazardous waste is transported to an offsite location;

1 **4.2.f.** Prevent the improper management and disposal of medical waste.

2 **4.3. Compactor Audit Program**

3 For the duration of the Injunctive Period, Walmart shall retain a Vendor to perform
4 physical inspections of the contents of Walmart's Compactors that are designated for
5 transportation to and disposal at municipal landfills in California, as required by the Compactor
6 Audit Program. The Compactor Audit Program shall be conducted in a manner substantially
7 similar to the protocols outlined in Exhibits C-1 and C-2, which shall be incorporated by
8 reference into this Paragraph of the Final Judgment.

9 Walmart shall retain the results of all audits conducted pursuant to the Compactor Audit
10 Program (i.e., the "Audit Findings") for three-hundred and sixty-five (365) days after the
11 expiration of the Injunctive Period. The People agree that the Audit Findings shall not be used in
12 a new, subsequent enforcement action against Walmart for violations relating to hazardous waste
13 and/or medical waste.

14 Walmart reserves all rights, privileges, and legal defenses with respect to the operation of
15 the Compactor Audit Program and the Trash Compactor Audit Reports, as defined above and
16 further described in Exhibit C-1 and C-2. Walmart's agreement to operate the Compactor Audit
17 Program and to provide the Trash Compactor Audit Reports to the People does not constitute the
18 waiver of any rights, privileges, or legal defenses Walmart has with respect to the Audit Findings.

19 **4.4. Public Trash Management Program**

20 For the duration of the Injunctive Period, Walmart shall implement the Public Trash
21 Management Program as described in Exhibit D.

22 **4.5. Sam's Club**

23 For the duration of the Injunctive Period, all Sam's Club locations are exempt from the
24 terms of the injunctive relief provisions of this section of the Final Judgment.

25 **5. MEET-AND-CONFER**

26 **5.1. Annual Meet-and-Confer.** Walmart and the People's designees identified in
27 Exhibit F shall meet no later than four-hundred twenty-five (425) days after the Effective Date for
28 the first annual Meet-and-Confer to discuss Walmart's compliance with this Final Judgment.

1 Annually thereafter, for the duration of the Injunctive Period, Walmart and the People's designees
2 shall meet no later than three hundred sixty-five (365) days after the prior annual Meet-and-
3 Confer. The fourth and final annual Meet-and-Confer shall take place no less than ninety (90)
4 days after the final Trash Compactor Audit Reports have been submitted to the People and no less
5 than ninety (90) days prior to the expiration of the Injunctive Period. Unless otherwise agreed by
6 the Parties, the annual Meet-and-Confer meetings required by this Paragraph 5.1 shall be in
7 addition to the Meet-and-Confer meetings held pursuant to Paragraphs 5.2, 5.3, and 5.4.

8 **5.1.a.** At each annual Meet-and-Confer meeting, Walmart shall report on any
9 internal investigation and remediation efforts arising from the Compactor Audit Program or Trash
10 Compactor Audit Reports.

11 **5.1.b.** The People shall keep Walmart's Trash Compactor Audit Reports
12 confidential. If the People receive a request to inspect or produce Walmart's Trash Compactor
13 Audit Reports pursuant to Government Code section 7920.000 et seq., the People will assert
14 appropriate and lawful objections to production of the records and if a determination is made that
15 the People believe requires the People to produce Walmart's Trash Compactor Audit Reports, the
16 People will notify Walmart at least five (5) calendar days prior to any production, to protect the
17 confidential information in the Trash Compactor Audit Reports.

18 **5.2. Meet-and-Confer for Adverse Inspections by the People.** During the Injunctive
19 Period, and except if the People's inspections reveal (a) potential criminal conduct or (b)
20 violations posing an imminent or immediate threat to human health or the environment, the
21 People shall provide Walmart with the results of Compactor inspections conducted by the People,
22 which the People believe show violations of the HWCL or MWMA, within 60 days of the
23 inspection and the Parties shall Meet-and-Confer at a date agreed to by the Parties to discuss the
24 findings of the People's Compactor inspection(s), and Walmart shall investigate the findings and
25 timely present to the People any root cause analysis and remediation efforts.

26 **5.3. Meet-and-Confer Prior to Enforcement Actions.** During the Injunctive Period,
27 and except in instances of (a) potential criminal conduct or (b) violations posing an imminent or
28 immediate threat to human health or the environment, the People shall request a Meet-and-Confer

1 with Walmart prior to bringing an action to enforce this Final Judgment against Walmart, and
2 prior to bringing a new, subsequent enforcement action against Walmart based on violations
3 relating to hazardous waste and/or medical waste.

4 **5.4. Discretionary Meet-and-Confer.** Either Party may request a Meet-and-Confer
5 meeting to discuss developments relevant to the subject matter of this Final Judgment.

6 **5.5. Reservations and Confidentiality of Meet-and-Confer.** Any information
7 provided at, or in connection with, any of the Meet-and-Confer meetings provided for in this
8 Paragraph 5 by any Party and responses or comment to such information by any Party or Parties
9 are subject to the settlement communication protections in Evidence Code section 1152, and each
10 of the Parties reserves all rights, privileges, and legal defenses with respect to the Meet-and-
11 Confer process.

12 **6. CIVIL PENALTIES AND ENFORCEMENT COSTS**

13 **6.1. Civil Penalties**

14 Within twenty-one (21) business days after the Effective Date, Walmart is required to pay
15 to the People FOUR MILLION TWO HUNDRED NINETY-SEVEN THOUSAND FORTY
16 DOLLARS (\$4,297,040.00) as civil penalties pursuant to Health and Safety Code section 25189,
17 Business and Professions Code section 17206, and Government Code section 26506, to the
18 entities identified in, and in accordance with the terms of Exhibits G-1 and G-2 and Paragraph
19 6.3.

20 **6.2. Reimbursement of the People's Costs of Investigation and Enforcement**

21 Within twenty-one (21) business days after the Effective Date, Walmart is required to pay
22 THREE MILLION TWO HUNDRED TWO THOUSAND NINE HUNDRED SIXTY
23 DOLLARS (\$3,202,960.00) for reimbursement of the People's enforcement costs incurred in this
24 matter, including attorney fees, costs of investigation, and other costs of enforcement, to the
25 entities identified in, and in accordance with the terms of Exhibits H-1 and H-2 and Paragraph
26 6.3.

27 **6.3. Payments and Expenditures**

28 **6.3.a.** Prior to entry of this Final Judgment, the People shall provide Walmart

1 with specific payment information regarding the entities designated to receive payments pursuant
2 to this Final Judgment.

3 **6.3.b.** Walmart shall deliver all payments required under this Final Judgment to
4 the Office of the Attorney General, to the attention of Dennis L. Beck, Jr., Acting Senior
5 Assistant Attorney General, for distribution to the payees provided for in this Final Judgment.

6 **6.3.c.** If Walmart fails to make timely payment of any of the amounts owed under
7 Paragraphs 6.1 and 6.2, Walmart is required to pay interest on the amount past due at a rate of ten
8 percent (10%) per annum from the date the payment was due under this Final Judgment until the
9 date the full payment is received, and a late payment penalty of FIVE THOUSAND DOLLARS
10 (\$5,000.00). The People shall be entitled to pursue all remedies provided by law for the
11 enforcement of this Final Judgment.

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

13 **7.1.** This Final Judgment constitutes a final and binding resolution and settlement of all
14 alleged violations relating to Walmart's Covered Matter Facilities for the storage, disposal and
15 transportation of Hazardous Waste, hazardous substances, and Medical Waste, as well as the
16 physical disposal of confidential customer information, which are known to the People and
17 occurred between February 1, 2015 and the Effective Date, including without limitation all
18 allegations in the People's First Amended Complaint filed February 10, 2022. These alleged
19 violations shall be collectively considered "Covered Matters" for purposes of the Final Judgment.

20 **7.2.** Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved
21 Claim." Reserved Claims include, without limitation, any unknown violation, any violation that
22 occurs after the Effective Date, and any claim, violation, or cause of action against Walmart's
23 independent contractors or subcontractors. Reserved Claims also include any claims or causes of
24 action against Walmart for performance of cleanup, corrective action, or response action for any
25 actual past or future releases, spills, or disposals of hazardous waste or hazardous substances that
26 were caused or contributed to by Walmart at or from any of Walmart's Facilities or Covered
27 Matter Facilities and that are not otherwise Covered Matters.

28 **7.3.** In any subsequent action that may be brought by the People based on any

Reserved Claim, Walmart may not assert that failing to pursue any Reserved Claim as part of this action constitutes claim-splitting.

7.4. Any claims by Walmart, civil or administrative, against the People or against any agency, department, board, office, or commission of the State of California, or any county or city in the State of California, or any UPA, Participating Agency or any other local agency (collectively, “Agencies”), or against any of their officers, employees, representatives, agents, or attorneys, arising out of or related to any Covered Matter are hereby merged into and extinguished by this Final Judgment; provided, however, that if any Agencies initiate claims against Walmart, Walmart retains any and all rights, defenses, and counterclaims against such Agencies.

8. 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, office, commission, UPA, or Participating Agency from exercising its authority under any law, statute, or regulation.

9. WAIVER OF RIGHT TO ENFORCE

The failure of the People to enforce any provision of this Final Judgment shall neither be deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The failure of the People to enforce any such provision shall not preclude them from later enforcing the same or any other provision of this Final Judgment. Except as expressly provided in this Final Judgment, Walmart retains all defenses to any such later enforcement action.

10. INTERPRETATION

This Final Judgment was drafted equally by all Parties hereto. Accordingly, any and all rules of construction holding that ambiguity is construed against the drafting party shall not apply to the interpretation of this Final Judgment.

11. INTEGRATION

This Final Judgment constitutes the entire agreement between the Parties and may not be modified, amended, or supplemented except as provided for in Paragraph 19. No oral advice,

1 guidance, suggestions, or comments by employees or officials of any Party regarding matters
2 covered in this Final Judgment shall be construed to relieve any Party of its obligations under this
3 Final Judgment. No oral representations have been made or relied upon other than as expressly
4 set forth herein.

5 **12. FUTURE REGULATORY CHANGES**

6 Nothing in this Final Judgment shall excuse Walmart from meeting any more stringent
7 requirement that may be imposed by applicable existing law or by any change in the applicable
8 law. To the extent any future statutory or regulatory changes makes Walmart's obligations less
9 stringent than those provided for in this Final Judgment, Walmart's compliance with the changes
10 shall be deemed compliance with this Final Judgment. However, any change in law or regulation
11 shall not reduce or diminish Walmart's obligations to comply with Paragraphs 4.2 and 4.3 and
12 Exhibits C-1 and C-2.

13 **13. CONTINUING JURISDICTION**

14 The Alameda County Superior Court shall retain continuing jurisdiction to enforce the
15 injunctive and payment terms of this Final Judgment and to address any other matters arising out
16 of or regarding this Final Judgment.

17 **14. SEVERABILITY**

18 If, subsequent to the entry of this Final Judgment, any of the provisions of the Final
19 Judgment are held by a Court to be unenforceable, the enforceability of the remaining provisions
20 shall not be adversely affected.

21 **15. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

22 Walmart shall permit any duly authorized representative of the People to inspect and copy
23 records and documents relevant to determine compliance with the terms of this Final Judgment.
24 This Paragraph shall not limit the People's authority to access or obtain information, records, and
25 documents pursuant to any statute or regulation.

26 **16. PAYMENT OF LITIGATION EXPENSES AND FEES**

27 Walmart shall bear all of its attorney's fees, expert witness fees, and costs related to this
28 litigation. Walmart shall make no request of the People to pay Walmart's attorney's fees, expert

witness fees and costs, or any other costs of litigation or investigation incurred in connection with this action or the requirements in this Final Judgment.

17. COUNTERPART SIGNATURES

The Stipulation may be executed by the Parties in counterparts. For purposes of this Final Judgment, facsimile signatures shall be deemed originals, and the Parties agree to exchange original signatures as promptly as possible. In addition, electronic signatures shall be considered originals without the need for exchanging original signatures in place of electronic signatures.

18. INCORPORATION OF EXHIBITS

Exhibits A, B, C-1, C-2, D, E-1, E-2, F, G-1, G-2, H-1 and H-2 are incorporated herein by reference.

19. MODIFICATION

The injunctive provisions of this Final Judgment may be modified only on noticed motion by one of the Parties with approval of the Court, or upon written consent by all of the Parties and the approval of the Court.

20. NOTICE

Unless otherwise specified in this Final Judgment, all notices under this Final Judgment shall be made in writing, by both email and mail, and addressed to the persons identified in Exhibit F. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address. Alternatively, the Parties may jointly agree in writing that either or both Parties will accept submissions, notices, and other communications via electronic submission to a secure online system designated by the People for the purpose of receiving such submissions and notices. In the event of such an agreement: (a) the People may provide written notice to Walmart of the selection of the Designated System, with instructions for making electronic submissions thereto; (b) the People may change, replace, or remove the Designated

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1 System, which change shall be effective upon written notice to Walmart; (c) any notice or
2 communication using the Designated System shall constituted notice pursuant to this Paragraph;
3 and (d) all notices and other communication required or permitted under the Final Judgment that
4 are properly submitted to the Designated System are effective upon submission.

5
6 **IT IS SO ORDERED, ADJUDGED AND DECREED THAT THE FINAL**
7 **JUDGMENT AND INJUNCTION ON CONSENT BE ENTERED AS PROVIDED**
8 **HEREIN.**

9
10 Dated: _____, 2024 By: _____
11 JUDGE OF THE SUPERIOR COURT

EXHIBIT A

**EXHIBIT A
Facilities**

Facility Number	Format	Address	City	County	Postal Code
5426	Wal-Mart	40580 ALBRAE ST	FREMONT	Alameda	94538
2989	Wal-Mart	44009 Osgood Road	Fremont	Alameda	94539
1972	Wal-Mart Division 1 Store	2700 LAS POSITAS ROAD	Livermore	Alameda	94551
5611	Wal-Mart	3112 Santa Rita Road	Pleasanton	Alameda	94566
2161	Wal-Mart	4501 ROSEWOOD DRIVE	Pleasanton	Alameda	94588
5434	Wal-Mart	15555 Hesperian	San Leandro	Alameda	94579
2648	Wal-Mart Division 1 Store	1919 Davis Street	San Leandro	Alameda	94577
2031	Wal-Mart	30600 DYER STREET	Union City	Alameda	94587
2054	Wal-Mart Division 1 Store	10355 Wicklow Way	Martell	Amador	95642
2044	Wal-Mart	2044 FOREST AVENUE	Chico	Butte	95928
1575	Wal-Mart Supercenter	465 Cal Oak Road	Oroville	Butte	95965
2697	Wal-Mart Supercenter	4893 Lone Tree Way	Antioch	Contra Costa	94531
6612	Sam's Club	1225 Concord Ave.	Concord	Contra Costa	94520
3493	Wal-Mart	1021 ARNOLD DR	Martinez	Contra Costa	94553
1615	Wal-Mart	2203 Loveridge Road	Pittsburg	Contra Costa	94565
3455	Wal-Mart	1400 Hilltop Mall Road	Richmond	Contra Costa	94806
5610	Wal-Mart Neighborhood	9100 Alcosta Boulevard	San Ramon	Contra Costa	94583
6889	Transportation	4775 Forcum Avenue	McClellan Park	DANE	95652
1910	Wal-Mart	900 E WASHINGTON	Crescent City	Del Norte	95531
2418	Wal-Mart	4300 Missouri Flat Road	Placerville	El Dorado	95667
5337	Wal-Mart Supercenter	1185 Herndon Avenue	Clovis	Fresno	93612
5633	Wal-Mart Neighborhood	1830 Shaw Avenue	Clovis	Fresno	93611
2277	Wal-Mart	323 WEST SHAW	Clovis	Fresno	93612
5632	Wal-Mart	1804 East Ashlan Avenue	Fresno	Fresno	93726
2689	Wal-Mart	3131 North Cedar	Fresno	Fresno	93703
1815	Wal-Mart	4080 W. Shaw Avenue	Fresno	Fresno	93722
2001	Wal-Mart Supercenter	5125 EAST KINGS CANYON	Fresno	Fresno	93727
5634	Wal-Mart	6855 N Willow Avenue	Fresno	Fresno	93712
2985	Wal-Mart	7065 NORTH INGRAM	Fresno	Fresno	93650
4704	Sam's Club	7663 N. BLACKSTONE	Fresno	Fresno	93720
5701	Wal-Mart	14061 W. Whitesbridge	Kerman	Fresno	93630
4238	Wal-Mart	2761 Jensen Ave	Sanger	Fresno	93657
1882	Wal-Mart Supercenter	3400 Floral Ave	Selma	Fresno	93662

**EXHIBIT A
Facilities**

Facility Number	Format	Address	City	County	Postal Code
2053	Wal-Mart Supercenter	470 N. Airport Road	Willows	Glenn	95988
5629	Wal-Mart Division 1 Store	3300 Broadway Street	Bayshore Plaza	Humboldt	95501
5335	Wal-Mart Supercenter	250 Wildcat Drive	Brawley	Imperial	92227
1859	Wal-Mart Supercenter	2540 Rockwood Avenue	Calexico	Imperial	92231
1555	Wal-Mart Supercenter	2150 North Waterman Avenue	El Centro	Imperial	92243
3139	Wal-Mart Neighborhood	1249 Allen Road	Bakersfield	Kern	93312
1624	Wal-Mart Supercenter	2601 FASHION PLACE	Bakersfield	Kern	93306
3140	Wal-Mart Neighborhood	3111 North Chester	Bakersfield	Kern	93301
3141	Wal-Mart Neighborhood	5037 East Brundage Lane	Bakersfield	Kern	93307
5134	Wal-Mart Supercenter	5075 Gosford Road	Bakersfield	Kern	93313
3138	Wal-Mart Neighborhood	5625 Calloway Drive	Bakersfield	Kern	93312
4819	Sam's Club	5625 Gosford Rd.	Bakersfield	Kern	93313
1574	Wal-Mart Supercenter	6225 Colony Street	Bakersfield	Kern	93307
2557	Wal-Mart Supercenter	8400 ROSEDALE HWY	Bakersfield	Kern	93312
5215	Wal-Mart Supercenter	530 Woollomes Avenue	Delano	Kern	93215
1600	Wal-Mart Supercenter	201 East Bowman Road	Ridgecrest	Kern	93555
4317	Wal-Mart Supercenter	400 Tucker Road	Tehachapi	Kern	93561
5859	Wal-Mart Supercenter	401 N. Central Avenue	Wasco	Kern	93280
6032	Pharmacy Distribution	13231 11TH AVENUE	Hanford	Kings	93230
1645	Wal-Mart Supercenter	250 S. 12th Ave.	Hanford	Kings	93230
1979	Wal-Mart Division 1 Store	15960 Dam Road	Clearlake	Lake	95422
1616	Wal-Mart Division 1 Store	2900 MAIN STREET	Susanville	Lassen	96130

**EXHIBIT A
Facilities**

Facility Number	Format	Address	City	County	Postal Code
3522	Wal-Mart Supercenter	3250 Big Dalton Avenue	Baldwin Park	Los Angeles	91706
5686	Wal-Mart Supercenter	1301 North Victory Place	Burbank	Los Angeles	91502
5602	Wal-Mart Neighborhood	20226 Avalon Boulevard	Carson	Los Angeles	90746
2082	Wal-Mart Supercenter	12701 TOWNE CENTER DR	Cerritos	Los Angeles	90703
2251	Wal-Mart Supercenter	17150 EAST GALE AVENUE	City Of Industry	Los Angeles	91745
5807	Wal-Mart Supercenter	2100 North Long Beach Boulevard	Compton	Los Angeles	90221
2292	Wal-Mart Supercenter	1275 NORTH AZUSA AVENUE	Covina	Los Angeles	91722
4762	Wal-Mart Neighborhood	1180 S. Diamond Bar Boulevard	Diamond Bar	Los Angeles	91765
5603	Wal-Mart Neighborhood	12270 Paramount Boulevard	Downey	Los Angeles	90242
4132	Wal-Mart Supercenter	9001 Apollo Way	Downey	Los Angeles	90242
2401	Wal-Mart Division 1 Store	1600 S MOUNTAIN AVENUE	Duarte	Los Angeles	91010
6614	Sam's Club	4901 N. Santa Anita Blvd.	El Monte	Los Angeles	91731
6617	Sam's Club	1399 Artesia Blvd.	Gardena	Los Angeles	90247
6522	Wholesale Trading Center	15100 S San Pedro St.	Gardena	Los Angeles	90248
6240	Sam's Club	1301 Lone Hill Ave	Glendora	Los Angeles	91740
1941	Wal-Mart Supercenter	1950 AUTO CENTER DRIVE	Glendora	Los Angeles	91740
5604	Wal-Mart Neighborhood	14441 Inglewood Avenue	Hawthorne	Los Angeles	90250
5661	Wal-Mart Neighborhood	14865 Telegraph Road	La Mirada	Los Angeles	90638
3133	Wal-Mart Neighborhood	1425 N Hacienda Boulevard	La Puente	Los Angeles	91744
2609	Wal-Mart Supercenter	2770 CARSON STREET	Lakewood	Los Angeles	90712
2951	Wal-Mart Supercenter	1731 EAST AVENUE J	Lancaster	Los Angeles	93535
1563	Wal-Mart Supercenter	44665 Valley Central Way	Lancaster	Los Angeles	93536

**EXHIBIT A
Facilities**

Facility Number	Format	Address	City	County	Postal Code
4101	Wal-Mart Supercenter	3705 E. South Street	Long Beach	Los Angeles	90805
6613-FS	Sam's Club Fuel Station	7246 East Carson Boulevard	Long Beach	Los Angeles	90808
3477	Wal-Mart Supercenter	7250 CARSON BLVD	Long Beach	Los Angeles	90808
6613	Sam's Club	7480 E Carson Blvd (Club)	Long Beach	Los Angeles	90808
2950	Wal-Mart Supercenter	37140 47TH STREET EAST	Palmdale	Los Angeles	93552
5689	Wal-Mart Neighborhood	3875 Rancho Vista Boulevard	Palmdale	Los Angeles	93551
4767	Sam's Club	39940 10th Street West	Palmdale	Los Angeles	93551
1660	Wal-Mart Supercenter	40130 10TH ST. WEST	Palmdale	Los Angeles	93551
5605	Wal-Mart Neighborhood	14530 Nordoff Street	Panorama City	Los Angeles	91402
2568	Wal-Mart Division 1 Store	8333 Van Nuys Blvd	Panorama City	Los Angeles	91402
2110	Wal-Mart Supercenter	14501 Lakewood Blvd	Paramount	Los Angeles	90723
2886	Wal-Mart Supercenter	8500 Washington Blvd	Pico Rivera	Los Angeles	90660
3132	Wal-Mart Neighborhood	778 E. Arrow Highway	Pomona	Los Angeles	91767
2288	Wal-Mart Division 1 Store	80 RIO RANCHO ROAD	Pomona	Los Angeles	91766
2526	Wal-Mart Supercenter	19821 RINALDI STREET	Porter Ranch	Los Angeles	91326
5154	Wal-Mart Supercenter	1827 Walnut Grove Blvd	Rosemead	Los Angeles	91770
4824	Sam's Club	26468 Carl Boyer Drive	Santa Clarita	Los Angeles	91350
3523	Wal-Mart Supercenter	26471 Carl Boyer Drive	Santa Clarita	Los Angeles	91350
5162	Wal-Mart Supercenter	27931 Kelly Johnson Parkway	Santa Clarita	Los Angeles	91355
2948	Wal-Mart Supercenter	13310 Telegraph Road	Santa Fe Springs	Los Angeles	90670
3180	Wal-Mart Supercenter	4651 Firestone Boulevard	South Gate	Los Angeles	90280
6626	Sam's Club	5871 Firestone Blvd.	South Gate	Los Angeles	90280

**EXHIBIT A
Facilities**

Facility Number	Format	Address	City	County	Postal Code
2297	Wal-Mart Division 1 Store	25450 THE OLD ROAD	Stevenson Ranch	Los Angeles	91381
2226	Wal-Mart Neighborhood	19340 Hawthorne Boulevard	Torrance	Los Angeles	90503
5072	Wal-Mart Division 1 Store	19503 SOUTH NORMANDIE AVE	Torrance	Los Angeles	90501
5874	Wal-Mart Division 1 Store	22015 Hawthorne Boulevard	Torrance	Los Angeles	90503
6628	Sam's Club	2601 Skypark Dr.	Torrance	Los Angeles	90505
5152	Wal-Mart Division 1 Store	6433 Fallbrook Avenue	West Hills	Los Angeles	91307
1583	Wal-Mart Division 1 Store	1977 WEST CLEVELAND AVE	Madera	Madera	93637
2052	Wal-Mart Division 1 Store	1155 Airport Park Blvd.	Ukiah	Mendocino	95482
5890	Wal-Mart Supercenter	800 Commerce Avenue	Atwater	Merced	95301
2117	Wal-Mart Supercenter	1575 W Pacheco Blvd	Los Banos	Merced	93635
2039	Wal-Mart Division 1 Store	3055 Loughborough Drive	Merced	Merced	95348
4488	Wal-Mart Supercenter	150 Beach Road	Marina	Monterey	93933
5751	Wal-Mart Supercenter	1375 North Davis Road	Salinas	Monterey	93907
2458	Wal-Mart Supercenter	1800 North Main Street	Salinas	Monterey	93906
1651	Wal-Mart Supercenter	7011 N Main Street	American Canyon	Napa	94503
2925	Wal-Mart Supercenter	681 LINCOLN AVENUE	Napa	Napa	94558
5640	Wal-Mart Neighborhood	1120 S. Anaheim Boulevard	Anaheim	Orange	92805
3101	Wal-Mart Neighborhood	121 N Beach Boulevard	Anaheim	Orange	92801
2242	Wal-Mart Supercenter	440 NORTH EUCLID STREET	Anaheim	Orange	92801
5930	Wal-Mart Supercenter	88 E. Orangethorpe Avenue	Anaheim	Orange	92801
2523	Wal-Mart Division 1 Store	2595 EAST IMPERIAL HWY	Brea	Orange	92821
5032	Wal-Mart Division 1 Store	8450 LA PALMA AVENUE	Buena Park	Orange	90620

EXHIBIT A
Facilities

Facility Number	Format	Address	City	County	Postal Code
2218	Wal-Mart Supercenter	26502 TOWNE CENTER DRIVE	Foothill Ranch	Orange	92610
6615	Sam's Club	17099 Brookhurst St.	Fountain Valley	Orange	92708
6615-FS	Sam's Club Fuel Station	9940 Warner Ave (Gas Station)	Fountain Valley	Orange	92708
6616	Sam's Club	603 S Placentia Ave	Fullerton	Orange	92831
4171	Wal-Mart Supercenter	11822 Gilbert Street	Garden Grove	Orange	92841
5601	Wal-Mart Neighborhood	21132 Beach Blvd	Huntington Beach	Orange	92648
2636	Wal-Mart Division 1 Store	8230 Talbert Avenue	Huntington Beach	Orange	92646
5644	Wal-Mart Supercenter	16555 Von Karman Avenue, Suite A	Irvine	Orange	92606
5641	Wal-Mart Supercenter	1000 E Imperial Highway	La Habra	Orange	90631
3248	Wal-Mart Supercenter	1340 SOUTH BEACH BLVD	La Habra	Orange	90631
4735	Sam's Club	1390 SOUTH BEACH BLVD	La Habra	Orange	90631
3099	Wal-Mart Neighborhood	5420 La Palma Avenue	La Palma	Orange	90623
2206	Wal-Mart Division 1 Store	27470 Alicia Pkwy	Laguna Niguel	Orange	92677
2546	Wal-Mart Division 1 Store	2300 NORTH TUSTIN STREET	Orange	Orange	92865
5600	Wal-Mart Neighborhood	30491 Avenida de Las Flores	Rancho Santa Margarita	Orange	92688
2527	Wal-Mart Division 1 Store	951 Avenida Pico	San Clemente	Orange	92673
2517	Wal-Mart Supercenter	3600 WEST MCFADDEN AVENUE	Santa Ana	Orange	92704
4134	Wal-Mart Neighborhood	12840 Beach Boulevard	Stanton	Orange	90680
2495	Wal-Mart Division 1 Store	13331 BEACH BLVD	Westminster	Orange	92683
3587	Wal-Mart Supercenter	5454 Crossings Drive	Rocklin	Placer	95677
3090	Wal-Mart Neighborhood	5609 Pacific Street	Rocklin	Placer	95677

**EXHIBIT A
Facilities**

Facility Number	Format	Address	City	County	Postal Code
4202	Wal-Mart Supercenter	1400 Lead Hill Boulevard	Roseville	Placer	95661
1988	Wal-Mart Supercenter	900 Pleasant Grove Blvd	Roseville	Placer	95678
6621	Sam's Club	904 Pleasant Grove Blvd	Roseville	Placer	95678
5156	Wal-Mart Supercenter	1540 EAST 2ND STREET	Beaumont	Riverside	92223
2826	Wal-Mart Neighborhood	83053 Avenue 48	Coachella	Riverside	92236
2842	Wal-Mart Supercenter	1290 EAST ONTARIO AVE	Corona	Riverside	92881
4709	Sam's Club	1375 E. Ontario Ave	Corona	Riverside	92881
2487	Wal-Mart Neighborhood	1560 West Sixth Street	Corona	Riverside	92882
1912	Wal-Mart Supercenter	479 N MCKINLEY ST.	Corona	Riverside	92879
6060-7	Import Distribution	12455 Harvest Drive, Building 7	Eastvale	Riverside	91752
6060-5	Import Distribution	4100 Hamner Avenue	Eastvale	Riverside	91752
6060-1	Import Distribution	4250 Hamner Ave	Eastvale	Riverside	91752
1853	Wal-Mart Supercenter	1231 SOUTH SANDERSON AVENUE	Hemet	Riverside	92545
5008	Wal-Mart Neighborhood	859 West Florida Ave	Hemet	Riverside	92543
8958	Wal-Mart Neighborhood	44100 Jefferson Street "F"	Indio	Riverside	92201
2181	Wal-Mart Supercenter	82-491 Avenue 42	Indio	Riverside	92203
4895	Import Distribution Center	4155 Wineville Road	Jurupa Valley	RIVERSIDE	
5663	Wal-Mart Neighborhood	8844 Limonite Avenue	Jurupa Valley	Riverside	92509
1805	Wal-Mart Supercenter	79295 US HWY 111	La Quinta	Riverside	92253
2077	Wal-Mart Supercenter	29260 Central Avenue	Lake Elsinore	Riverside	92532
5193	Wal-Mart Supercenter	12721 Moreno Beach Drive	Moreno Valley	Riverside	92555

EXHIBIT A
Facilities

Facility Number	Format	Address	City	County	Postal Code
7662	Import Distribution	17825 Indian St.	Moreno Valley	Riverside	92551-9533
2952	Wal-Mart Division 1 Store	41200 MURRIETA HOT SPRINGS RD	Murrieta	Riverside	92562
4822	Sam's Club	40500 Murrieta Hot Springs Rd.	Murrieta	Riverside	92562
6609	Sam's Club	34220 Monterey Ave	Palm Desert	Riverside	92211
5096	Wal-Mart Supercenter	34500 Monterey Avenue	Palm Desert	Riverside	92211
3026	Wal-Mart Neighborhood Market	72314 Highway 111	Palm Desert	Riverside	92260
1832	Wal-Mart Supercenter	5601 East Ramon Road	Palm Springs	Riverside	92264
1747	Wal-Mart Supercenter	1800 N Perris Boulevard	Perris	Riverside	92571
8799	Sam's Club Fulfillment Center	22722 Harley Knox Blvd	Perris	Riverside	92571
2028	Wal-Mart Supercenter	5200 Van Buren Blvd	Riverside	Riverside	92503
1899	Wal-Mart Supercenter	6250 Valley Springs Parkway	Riverside	Riverside	92507
6378	Sam's Club	6363 Valley Springs Parkway	Riverside	Riverside	92507
5425	Wal-Mart Supercenter	1861 SOUTH SAN JACINTO AVE	San Jacinto	Riverside	92583
2708	Wal-Mart Supercenter	32225 Temecula Pkwy	Temecula	Riverside	92592
10661	Regional Real Estate Warehouse	40761 County Center Drive	Temecula	Riverside	92521
5192	Wal-Mart Supercenter	5821 Antelope North Road	ANTELOPE	Sacramento	95843
1881	Wal-Mart Supercenter	7901 WATT AVENUE	Antelope	Sacramento	95843

**EXHIBIT A
Facilities**

Facility Number	Format	Address	City	County	Postal Code
5981	Wal-Mart Neighborhood Market	6005 Madison Avenue	Carmichael	Sacramento	95608
4759	Wal-Mart Neighborhood Market	6197 Sunrise Boulevard	Citrus Heights	Sacramento	95610
3712	Wal-Mart Supercenter	7010 Auburn Blvd	Citrus Heights	Sacramento	95621
4799	Sam's Club	7147 Greenback Lane	Citrus Heights	Sacramento	95621
5848	Wal-Mart Division 1 Store	10075 Bruceville Road	Elk Grove	Sacramento	95757
5683	Wal-Mart Neighborhood Market	8455 Elk Grove Boulevard	Elk Grove	Sacramento	95758
1697	Wal-Mart Division 1 Store	8465 Elk Grove Blvd	Elk Grove	Sacramento	95758
1760	Wal-Mart Supercenter	1018 RILEY STREET	Folsom	Sacramento	95630
6620	Sam's Club	2495 Iron Point Road #11	Folsom	Sacramento	95630
5231	Wal-Mart Supercenter	10470 Twin Cities Road	Galt	Sacramento	95632
4393	Wal-Mart Supercenter	4675 Watt Avenue	North Highlands	Sacramento	95660
4309	Wal-Mart Supercenter	8961 Greenback Lane	Orangevale	Sacramento	95662
5979	Wal-Mart Neighborhood	255 Lincoln Blvd	Placer	Sacramento	95648
2457	Wal-Mart Supercenter	10655 FOLSOM BLVD	Rancho Cordova	Sacramento	95670
5982	Wal-Mart Neighborhood	2700 Marconi Avenue	Sacramento	Sacramento	95821
2598	Wal-Mart Division 1 Store	3661 TRUXEL ROAD	Sacramento	Sacramento	95834
2735	Wal-Mart Supercenter	6051 Florin Road	Sacramento	Sacramento	95823

**EXHIBIT A
Facilities**

Facility Number	Format	Address	City	County	Postal Code
3960	Walmart.com Fulfillment	7000 POWERLINE RD	Sacramento	Sacramento	95837
6622	Sam's Club	8250 Power Inn Road	Sacramento	Sacramento	95828
2464	Wal-Mart Supercenter	8270 Delta Shores Circle	Sacramento	Sacramento	95832
3081	Wal-Mart Supercenter	8915 Gerber Road	Sacramento	Sacramento	95829
2333	Wal-Mart Division 1 Store	20251 HWY 18	Apple Valley	San Bernardino	92307
7033	Regional Distribution	21101 JOHNSON ROAD	Apple Valley	San Bernardino	92307
1879	Wal-Mart Supercenter	301 Montara Road	Barstow	San Bernardino	92311
3464	Wal-Mart Supercenter	3943 Grand Avenue	Chino	San Bernardino	91710
6610	Sam's Club	3951 Grand Ave	Chino	San Bernardino	91710
7530	Walmart.com Fulfillment	6720 Kimball Avenue	Chino	San Bernardino	91708
4078	Walmart.com Fulfillment	6750 Kimball Avenue	Chino	San Bernardino	91708
1692	Wal-Mart Supercenter	1120 SOUTH MT. VERNON AVENUE	Colton	San Bernardino	92324
6561	Wal-Mart Distribution	1600 Agua Mansa Road	Colton	San Bernardino	92324
6060-3	Import Distribution Center	11188 Citrus Avenue	Fontana	San Bernardino	92337
7847	Transportation Office	13553-A San Bernardino Ave,	Fontana	San Bernardino	92335
1756	Wal-Mart Division 1 Store	17251 Foothill Blvd.	Fontana	San Bernardino	92335
4340	Wal-Mart Supercenter	13401 Main Street	Hesperia	San Bernardino	92345
1914	Wal-Mart Supercenter	4210 EAST HIGHLAND AVE	HIGHLAND	San Bernardino	92346
2998	Wal-Mart Neighborhood Market	25755 Barton Road	Loma Linda	San Bernardino	92354
3796	Wal-Mart Supercenter	1333 N Mountain Avenue	Ontario	San Bernardino	91762

**EXHIBIT A
Facilities**

Facility Number	Format	Address	City	County	Postal Code
6619	Sam's Club	951 N. Milliken Ave.	Ontario	San Bernardino	91764
1922	Wal-Mart Division 1 Store	12549 Foothill Blvd.	Rancho Cucamonga	San Bernardino	91739
1693	Wal-Mart Division 1 Store	2050 WEST REDLANDS BLVD	Redlands	San Bernardino	92374
1862	Wal-Mart Supercenter	1366 South Riverside Avenue	Rialto	San Bernardino	92376
3131	Wal-Mart Neighborhood	300 West Baseline Road	Rialto	San Bernardino	92376
6624	Sam's Club	1055 Harriman Place	San Bernardino	San Bernardino	92408
3276	Wal-Mart Division 1 Store	4001 HALLMARK PARKWAY	San Bernardino	San Bernardino	92407
5691	Wal-Mart Neighborhood Market	1445 East Foothill Boulevard	Upland	San Bernardino	91786
1992	Wal-Mart Division 1 Store	1540 W. FOOTHILL BLVD	Upland	San Bernardino	91786
1588	Wal-Mart Supercenter	11896 Amargosa Road	Victorville	San Bernardino	92392
4392	Wal-Mart Supercenter	12234 Palmdale Road	Victorville	San Bernardino	92392
1915	Wal-Mart Supercenter	58501 Twentynine Palms Highway	Yucca Valley	San Bernardino	92284
5305	Wal-Mart Division 1 Store	1150 Broadway	Chula Vista	San Diego	91911
3516	Wal-Mart Supercenter	1360 Eastlake Parkway	Chula Vista	San Diego	91915
2291	Wal-Mart Division 1 Store	75 N. Broadway	Chula Vista	San Diego	91910
3947	Wal-Mart Supercenter	875 E. H Street	Chula Vista	San Diego	91910
2253	Wal-Mart Supercenter	13487 Camino Canada	El Cajon	San Diego	92021
4169	Wal-Mart Neighborhood	300 N 2nd Street	El Cajon	San Diego	92021
5886	Wal-Mart Supercenter	1550 Leucadia Boulevard	Encinitas	San Diego	92024
3084	Wal-Mart Neighborhood	1266 E Valley Parkway	Escondido	San Diego	92027

EXHIBIT A
Facilities

Facility Number	Format	Address	City	County	Postal Code
5996	Wal-Mart Division 1 Store	1330 East Grand Avenue	Escondido	San Diego	92027
5140	Wal-Mart Division 1 Store	5500 Grossmont Center Drive	La Mesa	San Diego	91942
5684	Wal-Mart Neighborhood	8810 Grossmont Boulevard	La Mesa	San Diego	91942
5023	Wal-Mart Supercenter	1200 HIGHLAND AVENUE	National City	San Diego	91950
5637	Wal-Mart Neighborhood	1046 Mission Avenue	Oceanside	San Diego	92054
2494	Wal-Mart Supercenter	2100 Vista Way	Oceanside	San Diego	92054
5075	Wal-Mart Supercenter	3405 Marron Road	Oceanside	San Diego	92056
2245	Wal-Mart Supercenter	705 College Blvd	Oceanside	San Diego	92057
1700	Wal-Mart Supercenter	13425 Community Road	Poway	San Diego	92064
2177	Wal-Mart Division 1 Store	3382 Murphy Canyon Road	San Diego	San Diego	92123
2479	Wal-Mart Supercenter	3412 College Ave.	San Diego	San Diego	92115
5338	Wal-Mart Division 1 Store	4840 SHAWLINE STREET	San Diego	San Diego	92111
5938	Wal-Mart Division 1 Store	575 Saturn Boulevard	San Diego	San Diego	92154
6235	Sam's Club	6336 College Grove Way	San Diego	San Diego	92115
2150	Wal-Mart Division 1 Store	710 Dennerly Road	San Diego	San Diego	92154
3494	Wal-Mart Division 1 Store	732 Center Drive	San Marcos	San Diego	92069
1917	Wal-Mart Division 1 Store	190 Town Center Parkway	Santee	San Diego	92071
2094	Wal-Mart Supercenter	1800 UNIVERSITY DRIVE	Vista	San Diego	92083
1789	Wal-Mart Supercenter	1601 S. Lower Sacramento Rd.	Lodi	San Joaquin	95242
1840	Wal-Mart Supercenter	1205 South Main Street	Manteca	San Joaquin	95337

**EXHIBIT A
Facilities**

Facility Number	Format	Address	City	County	Postal Code
3352	Wal-Mart Supercenter	10355 Trinity Parkway	Stockton	San Joaquin	95219
3022	Wal-Mart Neighborhood Market	1189 E. March Lane	Stockton	San Joaquin	95210
1554	Wal-Mart Supercenter	3223 E Hammer Lane	Stockton	San Joaquin	95212
2025	Wal-Mart Supercenter	3010 W GRANT LINE ROAD	Tracy	San Joaquin	95304
2556	Wal-Mart Division 1 Store	1168 WEST BRANCH ST.	Arroyo Grande	San Luis Obispo	93420
2099	Wal-Mart Division 1 Store	180 NIBLICK ROAD	El Paso de Robles	San Luis Obispo	93446
8771	Home Office - Campus	850 CHERRY AVE	San Bruno	San Mateo	94066
1989	Wal-Mart Supercenter	701 W CENTRAL AVENUE	Lompoc	Santa Barbara	93436
2507	Wal-Mart Division 1 Store	2220 SOUTH BRADLEY	Santa Maria	Santa Barbara	93455
5658	Wal-Mart Neighborhood	2240 S. Bradley Road	Santa Maria	Santa Barbara	93455
5659	Wal-Mart Neighborhood Market	500 South Blosser Rd	Santa Maria	Santa Barbara	93458
2002	Wal-Mart Supercenter	7150 Camino Arroyo	Gilroy	Santa Clara	95020
2119	Wal-Mart Supercenter	301 Ranch Drive	Milpitas	Santa Clara	95035
5766	Wal-Mart Supercenter	170 Cochrane Plaza	Morgan Hill	Santa Clara	95037
2280	Wal-Mart Division 1 Store	600 SHOWERS DRIVE	Mountain View	Santa Clara	94040
4174	Wal-Mart Neighborhood	1450 Monterey Road	San Jose	Santa Clara	95112

**EXHIBIT A
Facilities**

Facility Number	Format	Address	City	County	Postal Code
3023	Wal-Mart Neighborhood Market	4055 Evergreen Village Square	San Jose	Santa Clara	95135
2486	Wal-Mart Neighborhood	4080 Stevens Creek Boulevard	San Jose	Santa Clara	95129
5884	Wal-Mart Supercenter	5095 Almaden Expressway	San Jose	Santa Clara	95118
5435	Wal-Mart Supercenter	777 Story Road	San Jose	Santa Clara	95122
3123	Wal-Mart Neighborhood Market	3255 Mission College Boulevard	Santa Clara	Santa Clara	95054
5133	Wal-Mart Supercenter	5000 Rhonda Road	Anderson	Shasta	96007
2537	Wal-Mart Supercenter	1515 Dana Drive	Redding	Shasta	96003
1630	Wal-Mart Supercenter	1906 FORT JONES ROAD	Yreka	Siskiyou	96097
5139	Wal-Mart Supercenter	235 E Dorset Drive	Dixon	Solano	95620
2048	Wal-Mart Supercenter	2701 North Texas Street	Fairfield	Solano	94533
3708	Wal-Mart Supercenter	350 Walters Road	Suisun City	Solano	94585
6433	Sam's Club	1500 Helen Power Dr.	Vacaville	Solano	95687
1704	Wal-Mart Supercenter	1501 Helen Power Drive	Vacaville	Solano	95687
5007	Wal-Mart Neighborhood	2050 Nut Tree Road	Vacaville	Solano	95687
5608	Wal-Mart Neighborhood	941 Alamo Drive	Vacaville	Solano	95687
5609	Wal-Mart Neighborhood	501 Sereno Drive	Vallejo	Solano	94589
1755	Wal-Mart Division 1 Store	4625 REDWOOD DRIVE	Rohnert Park	Sonoma	94928

**EXHIBIT A
Facilities**

Facility Number	Format	Address	City	County	Postal Code
2468	Wal-Mart Neighborhood	901 Golf Course Drive	Rohnert Park	Sonoma	94928
2553	Wal-Mart Division 1 Store	6650 HEMBREE LANE	Windsor	Sonoma	95492
1983	Wal-Mart Supercenter	3960 Mitchell Rd.	Ceres	Stanislaus	95307
3046	Wal-Mart Neighborhood	1421 Coffee Road	Modesto	Stanislaus	95355
1587	Wal-Mart Division 1 Store	2225 PLAZA PARKWAY	Modesto	Stanislaus	95350
5710	Wal-Mart Supercenter	3848 McHenry Ave	Modesto	Stanislaus	95356
10658	Regional Real Estate	502 E Whitmore Avenue	Modesto	Stanislaus	65358
5843	Wal-Mart Supercenter	1030 Sperry Avenue	Patterson	Stanislaus	95363
1963	Wal-Mart Division 1 Store	2111 Fulkerth Road	Turlock	Stanislaus	95380
3047	Wal-Mart Neighborhood	2480 Geer Road	Turlock	Stanislaus	95382
1903	Wal-Mart Supercenter	1150 Harter Road	Yuba City	Sutter	95993
6405	Sam's Club	900 N. Walton Ave.	Yuba City	Sutter	95993
6026	Regional Distribution Center	10815 HWY 99 WEST	Red Bluff	Tehama	96080
1608	Wal-Mart Supercenter	608 Luther Road	Red Bluff	Tehama	96080
5394	Wal-Mart Supercenter	770 WEST EL MONTE WAY	Dinuba	Tulare	93618
1877	Wal-Mart Division 1 Store	1250 West Henderson Avenue	Porterville	Tulare	93257
6021	Regional Distribution Center	1300 SOUTH "F" STREET	Porterville	Tulare	93257
8852	Grocery Distribution Center	2701 South Driver Road	Shafter	Tulare	93263

EXHIBIT A
Facilities

Facility Number	Format	Address	City	County	Postal Code
2536	Wal-Mart Division 1 Store	1110 East Prosperity Ave	Tulare	Tulare	93274
5635	Wal-Mart Neighborhood Market	1320 N Demaree Street	Visalia	Tulare	93291
1826	Wal-Mart Supercenter	1819 EAST NOBLE AVENUE	Visalia	Tulare	93292
5956	Wal-Mart Supercenter	3750 S. Mooney Blvd.	Visalia	Tulare	93277
2030	Wal-Mart Supercenter	1101 SANGUINETTI ROAD	Sonora	Tuolumne	95370
5664	Wal-Mart Neighborhood Market	275 W Ventura Boulevard	Camarillo	Ventura	93010
2032	Wal-Mart Supercenter	2001 NORTH ROSE AVENUE	Oxnard	Ventura	93036
6455	Sam's Club	2401 North Rose Ave.	Oxnard	Ventura	93036
3087	Wal-Mart Division 1 Store	2701 Saviers Road	Oxnard	Ventura	93033
5643	Wal-Mart Neighborhood Market	421 W. Esplanade Drive	Oxnard	Ventura	93036
3147	Wal-Mart Neighborhood Market	2204 Tapo Street	Simi Valley	Ventura	93063
2621	Wal-Mart Division 1 Store	255 COCHRAN STREET	Simi Valley	Ventura	93065
3179	Wal-Mart Neighborhood Market	512 North Ventu Park Road	Thousand Oaks	Ventura	91320
3650	Wal-Mart Division 1 Store	1739 S. Victoria Avenue	Ventura	Ventura	93003
3652	Wal-Mart Supercenter	755 Riverpoint Drive	West Sacramento	Yolo	95605

EXHIBIT A
Facilities

Facility Number	Format	Address	City	County	Postal Code
5606	Wal-Mart Neighborhood Market	1250 E. Gibson Rd.	Woodland	Yolo	95776
2190	Wal-Mart Division 1 Store	1720 EAST MAIN STREET	Woodland	Yolo	95776
4127	Wal-Mart Neighborhood	215 California Street	Woodland	Yolo	95695
5136	Wal-Mart	1131 North Beale Road	Marysville	Yuba	95901

EXHIBIT B

Exhibit B
Covered Matter Facilities

Facility Number	Format	Street Address	City	County	Postal Code	Close Date
5426	Wal-Mart	40580 ALBRAE ST	FREMONT	Alameda	94538	N/A
2989	Wal-Mart	44009 Osgood Road	Fremont	Alameda	94539	N/A
1972	Wal-Mart Division 1 Store	2700 LAS POSITAS ROAD	Livermore	Alameda	94551	N/A
5457	Wal-Mart	8400 EDGEWATER DR	OAKLAND	Alameda	94621	2/11/2016
5611	Wal-Mart	3112 Santa Rita Road	Pleasanton	Alameda	94566	N/A
2161	Wal-Mart	4501 ROSEWOOD DRIVE	Pleasanton	Alameda	94588	N/A
5434	Wal-Mart Division 1 Store	15555 Hesperian Boulevard	San Leandro	Alameda	94579	N/A
2648	Wal-Mart	1919 Davis Street	San Leandro	Alameda	94577	N/A
2031	Wal-Mart Division 1 Store	30600 DYER STREET	Union City	Alameda	94587	N/A
2054	Wal-Mart	10355 Wicklow Way	Martell	Amador	95642	N/A
2044	Wal-Mart Division 1 Store	2044 FOREST AVENUE	Chico	Butte	95928	N/A
7436	WM Supercenter	355 ORO DAM BLVD E TBA 1575	OROVILLE	Butte	95965	6/7/2017
1575	Wal-Mart Supercenter	465 Cal Oak Road	Oroville	Butte	95965	N/A
2697	Wal-Mart	4893 Lone Tree Way	Antioch	Contra Costa	94531	N/A
6612	Sam's Club	1225 Concord Ave.	Concord	Contra Costa	94520	N/A
3493	Wal-Mart	1021 ARNOLD DR	Martinez	Contra Costa	94553	N/A
1615	Wal-Mart Division 1 Store	2203 Loveridge Road	Pittsburg	Contra Costa	94565	N/A
3455	Wal-Mart	1400 Hilltop Mall Road	Richmond	Contra Costa	94806	N/A
5610	Wal-Mart	9100 Alcosta Boulevard	San Ramon	Contra Costa	94583	N/A
6889	Transportation	4775 Forcum Avenue	McClellan Park	DANE	95652	N/A
1910	Wal-Mart Supercenter	900 E WASHINGTON BLVD	Crescent City	Del Norte	95531	N/A
2418	Wal-Mart Division 1 Store	4300 Missouri Flat Road	Placerville	El Dorado	95667	N/A
5337	Wal-Mart	1185 Herndon Avenue	Clovis	Fresno	93612	N/A
5633	Wal-Mart	1830 Shaw Avenue	Clovis	Fresno	93611	N/A
2277	Wal-Mart	323 WEST SHAW	Clovis	Fresno	93612	N/A
5632	Wal-Mart	1804 East Ashlan Avenue	Fresno	Fresno	93726	N/A
2689	Wal-Mart Neighborhood	3131 North Cedar Avenue	Fresno	Fresno	93703	N/A
84	WM Supercenter	3680 W SHAW AVE.	FRESNO	Fresno	93711	10/24/2018
1815	Wal-Mart	4080 W. Shaw Avenue	Fresno	Fresno	93722	N/A
2001	Wal-Mart	5125 EAST KINGS	Fresno	Fresno	93727	N/A
5634	Wal-Mart	6855 N Willow Avenue	Fresno	Fresno	93712	N/A
2985	Wal-Mart	7065 NORTH INGRAM	Fresno	Fresno	93650	N/A
4704	Sam's Club	7663 N. BLACKSTONE AVENUE	Fresno	Fresno	93720	N/A
5701	Wal-Mart Supercenter	14061 W. Whitesbridge Avenue	Kerman	Fresno	93630	N/A

Exhibit B
Covered Matter Facilities

Facility Number	Format	Street Address	City	County	Postal Code	Close Date
4238	Wal-Mart Supercenter	2761 Jensen Ave	Sanger	Fresno	93657	N/A
1882	Wal-Mart Supercenter	3400 Floral Ave	Selma	Fresno	93662	N/A
2053	Wal-Mart Supercenter	470 N. Airport Road	Willows	Glenn	95988	N/A
5629	Wal-Mart Division 1 Store	3300 Broadway Street	Bayshore Plaza	Humboldt	95501	N/A
5335	Wal-Mart Supercenter	250 Wildcat Drive	Brawley	Imperial	92227	N/A
1859	Wal-Mart Supercenter	2540 Rockwood Avenue	Calexico	Imperial	92231	N/A
1555	Wal-Mart Supercenter	2150 North Waterman Avenue	El Centro	Imperial	92243	N/A
3139	Wal-Mart Neighborhood	1249 Allen Road	Bakersfield	Kern	93312	N/A
1624	Wal-Mart Supercenter	2601 FASHION PLACE	Bakersfield	Kern	93306	N/A
3140	Wal-Mart Neighborhood	3111 North Chester	Bakersfield	Kern	93301	N/A
3141	Wal-Mart Neighborhood	5037 East Brundage Lane	Bakersfield	Kern	93307	N/A
5134	Wal-Mart Supercenter	5075 Gosford Road	Bakersfield	Kern	93313	N/A
3138	Wal-Mart Neighborhood	5625 Calloway Drive	Bakersfield	Kern	93312	N/A
4819	Sam's Club	5625 Gosford Rd.	Bakersfield	Kern	93313	N/A
1574	Wal-Mart Supercenter	6225 Colony Street	Bakersfield	Kern	93307	N/A
2557	Wal-Mart Supercenter	8400 ROSEDALE HWY	Bakersfield	Kern	93312	N/A
5215	Wal-Mart Supercenter	530 Woollomes Avenue	Delano	Kern	93215	N/A
1600	Wal-Mart Supercenter	201 East Bowman Road	Ridgecrest	Kern	93555	N/A
7417	WM Supercenter	911 S CHINA LAKE BLVD TBA 1600	RIDGECREST	Kern	93555	11/16/2016
4317	Wal-Mart Supercenter	400 Tucker Road	Tehachapi	Kern	93561	N/A
5859	Wal-Mart Supercenter	401 N. Central Avenue	Wasco	Kern	93280	N/A
6032	Pharmacy Distribution	13231 11TH AVENUE	Hanford	Kings	93230	N/A
1645	Wal-Mart Supercenter	250 S. 12th Ave.	Hanford	Kings	93230	N/A
1979	Wal-Mart Division 1 Store	15960 Dam Road	Clearlake	Lake	95422	N/A

Exhibit B
Covered Matter Facilities

Facility Number	Format	Street Address	City	County	Postal Code	Close Date
1616	Wal-Mart Division 1 Store	2900 MAIN STREET	Susanville	Lassen	96130	N/A
5642	Neighborhood Market	2408 LINCOLN AVE	ALTADENA	Los Angeles	91001	2/11/2016
3522	Wal-Mart Supercenter	3250 Big Dalton Avenue	Baldwin Park	Los Angeles	91706	N/A
5688	Neighborhood Market	6820 EASTERN AVE	BELL GARDENS	Los Angeles	90201	2/11/2016
5686	Wal-Mart Supercenter	1301 North Victory Place	Burbank	Los Angeles	91502	N/A
5602	Wal-Mart Neighborhood	20226 Avalon Boulevard	Carson	Los Angeles	90746	N/A
2082	Wal-Mart Supercenter	12701 TOWNE CENTER DR	Cerritos	Los Angeles	90703	N/A
2251	Wal-Mart Supercenter	17150 EAST GALE AVENUE	City Of Industry	Los Angeles	91745	N/A
6611	Sam's Club	17835 GALE AVE	CITY OF INDUSTRY	Los Angeles	91748	5/31/2018
5807	Wal-Mart Supercenter	2100 North Long Beach Boulevard	Compton	Los Angeles	90221	N/A
2292	Wal-Mart Supercenter	1275 NORTH AZUSA AVENUE	Covina	Los Angeles	91722	N/A
4762	Wal-Mart Neighborhood	1180 S. Diamond Bar Boulevard	Diamond Bar	Los Angeles	91765	N/A
5603	Wal-Mart Neighborhood	12270 Paramount Boulevard	Downey	Los Angeles	90242	N/A
4132	Wal-Mart Supercenter	9001 Apollo Way	Downey	Los Angeles	90242	N/A
2401	Wal-Mart Division 1 Store	1600 S MOUNTAIN AVENUE	Duarte	Los Angeles	91010	N/A
6614	Sam's Club	4901 N. Santa Anita Blvd.	El Monte	Los Angeles	91731	N/A
6617	Sam's Club	1399 Artesia Blvd.	Gardena	Los Angeles	90247	N/A
6522	Wholesale Trading Center	15100 S San Pedro St.	Gardena	Los Angeles	90248	N/A
6240	Sam's Club	1301 Lone Hill Ave	Glendora	Los Angeles	91740	N/A
1941	Wal-Mart Supercenter	1950 AUTO CENTER DRIVE	Glendora	Los Angeles	91740	N/A
4173	Neighborhood Market	12120 CARSON STREET	HAWAIIAN GARDENS	Los Angeles	90716	2/11/2016
5604	Wal-Mart Neighborhood	14441 Inglewood Avenue	Hawthorne	Los Angeles	90250	N/A
6912	GM Centerpoint	600 LIVE OAK AVE	IRWINDALE	Los Angeles	91706	4/19/2024
5661	Wal-Mart Neighborhood	14865 Telegraph Road	La Mirada	Los Angeles	90638	N/A

Exhibit B
Covered Matter Facilities

Facility Number	Format	Street Address	City	County	Postal Code	Close Date
3133	Wal-Mart Neighborhood	1425 N Hacienda Boulevard	La Puente	Los Angeles	91744	N/A
2609	Wal-Mart Supercenter	2770 CARSON STREET	Lakewood	Los Angeles	90712	N/A
2951	Wal-Mart Supercenter	1731 EAST AVENUE J	Lancaster	Los Angeles	93535	N/A
1563	Wal-Mart Supercenter	44665 Valley Central Way	Lancaster	Los Angeles	93536	N/A
2949	Wal-Mart	151 E 5TH ST	LONG BEACH	Los Angeles	90802	2/11/2016
4101	Wal-Mart Supercenter	3705 E. South Street	Long Beach	Los Angeles	90805	N/A
6613-FS	Sam's Club Fuel Station	7246 East Carson Boulevard	Long Beach	Los Angeles	90808	N/A
3477	Wal-Mart Supercenter	7250 CARSON BLVD	Long Beach	Los Angeles	90808	N/A
6613	Sam's Club	7480 E Carson Blvd (Club)	Long Beach	Los Angeles	90808	N/A
2960	Wal-Mart	4101 CRENSHAW BLVD	LOS ANGELES	Los Angeles	90008	2/11/2016
3086	Neighborhood Market	701 W CESAR E CHAVEZ AVE	LOS ANGELES	Los Angeles	90012	2/11/2016
5164	Wal-Mart	11729 IMPERIAL HWY	NORWALK	Los Angeles	90650	1/6/2020
2950	Wal-Mart Supercenter	37140 47TH STREET EAST	Palmdale	Los Angeles	93552	N/A
5689	Wal-Mart Neighborhood	3875 Rancho Vista Boulevard	Palmdale	Los Angeles	93551	N/A
4767	Sam's Club	39940 10th Street West	Palmdale	Los Angeles	93551	N/A
1660	Wal-Mart Supercenter	40130 10TH ST. WEST	Palmdale	Los Angeles	93551	N/A
5605	Wal-Mart Neighborhood	14530 Nordoff Street	Panorama City	Los Angeles	91402	N/A
2568	Wal-Mart Division 1 Store	8333 Van Nuys Blvd	Panorama City	Los Angeles	91402	N/A
2110	Wal-Mart Supercenter	14501 Lakewood Blvd	Paramount	Los Angeles	90723	N/A
2886	Wal-Mart Supercenter	8500 Washington Blvd	Pico Rivera	Los Angeles	90660	N/A
3132	Wal-Mart Neighborhood	778 E. Arrow Highway	Pomona	Los Angeles	91767	N/A
2288	Wal-Mart Division 1 Store	80 RIO RANCHO ROAD	Pomona	Los Angeles	91766	N/A
2526	Wal-Mart Supercenter	19821 RINALDI STREET	Porter Ranch	Los Angeles	91326	N/A
5154	Wal-Mart Supercenter	1827 Walnut Grove Blvd	Rosemead	Los Angeles	91770	N/A

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Facility Number	Format	Street Address	City	County	Postal Code	Close Date
4824	Sam's Club	26468 Carl Boyer Drive	Santa Clarita	Los Angeles	91350	N/A
3523	Wal-Mart Supercenter	26471 Carl Boyer Drive	Santa Clarita	Los Angeles	91350	N/A
5162	Wal-Mart Supercenter	27931 Kelly Johnson Parkway	Santa Clarita	Los Angeles	91355	N/A
2948	Wal-Mart Supercenter	13310 Telegraph Road	Santa Fe Springs	Los Angeles	90670	N/A
3180	Wal-Mart Supercenter	4651 Firestone Boulevard	South Gate	Los Angeles	90280	N/A
6626	Sam's Club	5871 Firestone Blvd.	South Gate	Los Angeles	90280	N/A
2297	Wal-Mart Division 1 Store	25450 THE OLD ROAD	Stevenson Ranch	Los Angeles	91381	N/A
6625	Sam's Club	12920 FOOTHILL BLVD	SYLMAR	Los Angeles	91340	5/31/2018
2226	Wal-Mart Neighborhood Market	19340 Hawthorne Boulevard	Torrance	Los Angeles	90503	N/A
5072	Wal-Mart Division 1 Store	19503 SOUTH NORMANDIE AVE	Torrance	Los Angeles	90501	N/A
5874	Wal-Mart Division 1 Store	22015 Hawthorne Boulevard	Torrance	Los Angeles	90503	N/A
6628	Sam's Club	2601 Skypark Dr.	Torrance	Los Angeles	90505	N/A
5954	WM Supercenter	2753 E. EASTLAND CENTER DR, STE 5555	WEST COVINA	Los Angeles	91791	7/12/2024
5152	Wal-Mart Division 1 Store	6433 Fallbrook Avenue	West Hills	Los Angeles	91307	N/A
1583	Wal-Mart Division 1 Store	1977 WEST CLEVELAND AVE	Madera	Madera	93637	N/A
2052	Wal-Mart Division 1 Store	1155 Airport Park Blvd.	Ukiah	Mendocino	95482	N/A
5890	Wal-Mart Supercenter	800 Commerce Avenue	Atwater	Merced	95301	N/A
2117	Wal-Mart Supercenter	1575 W Pacheco Blvd	Los Banos	Merced	93635	N/A
2039	Wal-Mart Division 1 Store	3055 Loughborough Drive	Merced	Merced	95348	N/A
4488	Wal-Mart Supercenter	150 Beach Road	Marina	Monterey	93933	N/A
3934	Wal-Mart	1375 N DAVIS RD	SALINAS	Monterey	93907	2/20/2015
5751	Wal-Mart Supercenter	1375 North Davis Road	Salinas	Monterey	93907	N/A
2458	Wal-Mart Supercenter	1800 North Main Street	Salinas	Monterey	93906	N/A
1651	Wal-Mart Supercenter	7011 N Main Street	American Canyon	Napa	94503	N/A

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2925	Wal-Mart Supercenter	681 LINCOLN AVENUE	Napa	Napa	94558	N/A
5640	Wal-Mart Neighborhood Market	1120 S. Anaheim Boulevard	Anaheim	Orange	92805	N/A
3101	Wal-Mart Neighborhood	121 N Beach Boulevard	Anaheim	Orange	92801	N/A
2242	Wal-Mart Supercenter	440 NORTH EUCLID STREET	Anaheim	Orange	92801	N/A
5930	Wal-Mart Supercenter	88 E. Orangethorpe Avenue	Anaheim	Orange	92801	N/A
2523	Wal-Mart Division 1 Store	2595 EAST IMPERIAL HWY	Brea	Orange	92821	N/A
5032	Wal-Mart Division 1 Store	8450 LA PALMA AVENUE	Buena Park	Orange	90620	N/A
2218	Wal-Mart Supercenter	26502 TOWNE CENTER DRIVE	Foothill Ranch	Orange	92610	N/A
6615	Sam's Club	17099 Brookhurst St.	Fountain Valley	Orange	92708	N/A
6615-FS	Sam's Club Fuel Station	9940 Warner Ave (Gas Station)	Fountain Valley	Orange	92708	N/A
6616	Sam's Club	603 S Placentia Ave	Fullerton	Orange	92831	N/A
5639	Neighborhood Market	10912 KATELLA AVE	GARDEN GROVE	Orange	92804	6/18/2022
4171	Wal-Mart Supercenter	11822 Gilbert Street	Garden Grove	Orange	92841	N/A
5601	Wal-Mart Neighborhood	21132 Beach Blvd	Huntington Beach	Orange	92648	N/A
2636	Wal-Mart Division 1 Store	8230 Talbert Avenue	Huntington Beach	Orange	92646	N/A
5644	Wal-Mart Supercenter	16555 Von Karman Avenue, Suite A	Irvine	Orange	92606	N/A
5687	WM Supercenter	71 TECHNOLOGY DR	IRVINE	Orange	92618	6/5/2021
7977	Operations	9 EXECUTIVE CIR STE 150	IRVINE	Orange	92614	6/29/2023
11023	Home Office	9008 RESEARCH DR	IRVINE	Orange	92618	12/20/2023
5641	Wal-Mart Supercenter	1000 E Imperial Highway	La Habra	Orange	90631	N/A
3248	Wal-Mart Supercenter	1340 SOUTH BEACH BLVD	La Habra	Orange	90631	N/A
4735	Sam's Club	1390 SOUTH BEACH BLVD	La Habra	Orange	90631	N/A
3099	Wal-Mart Neighborhood	5420 La Palma Avenue	La Palma	Orange	90623	N/A

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2206	Wal-Mart Division 1 Store	27470 Alicia Pkwy	Laguna Niguel	Orange	92677	N/A
2546	Wal-Mart Division 1 Store	2300 NORTH TUSTIN STREET	Orange	Orange	92865	N/A
5600	Wal-Mart Neighborhood	30491 Avenida de Las Flores	Rancho Santa Margarita	Orange	92688	N/A
2527	Wal-Mart Division 1 Store	951 Avenida Pico	San Clemente	Orange	92673	N/A
2517	Wal-Mart Supercenter	3600 WEST MCFADDEN AVENUE	Santa Ana	Orange	92704	N/A
6627	Sam's Club	12540 BEACH BLVD	STANTON	Orange	90680	5/31/2018
4134	Wal-Mart Neighborhood	12840 Beach Boulevard	Stanton	Orange	90680	N/A
2495	Wal-Mart Division 1 Store	13331 BEACH BLVD	Westminster	Orange	92683	N/A
5980	Neighborhood Market	4080 DOUGLAS BLVD	GRANITE BAY	Placer	95746	7/26/2024
3587	Wal-Mart Supercenter	5454 Crossings Drive	Rocklin	Placer	95677	N/A
3090	Wal-Mart Neighborhood	5609 Pacific Street	Rocklin	Placer	95677	N/A
4202	Wal-Mart Supercenter	1400 Lead Hill Boulevard	Roseville	Placer	95661	N/A
1988	Wal-Mart Supercenter	900 Pleasant Grove Blvd	Roseville	Placer	95678	N/A
6621	Sam's Club	904 Pleasant Grove Blvd	Roseville	Placer	95678	N/A
5156	Wal-Mart Supercenter	1540 EAST 2ND STREET	Beaumont	Riverside	92223	N/A
2826	Wal-Mart Neighborhood Market	83053 Avenue 48	Coachella	Riverside	92236	N/A
2842	Wal-Mart Supercenter	1290 EAST ONTARIO AVE	Corona	Riverside	92881	N/A
4709	Sam's Club	1375 E. Ontario Ave	Corona	Riverside	92881	N/A
2487	Wal-Mart Neighborhood Market	1560 West Sixth Street	Corona	Riverside	92882	N/A
1912	Wal-Mart Supercenter	479 N MCKINLEY ST.	Corona	Riverside	92879	N/A

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Facility Number	Format	Street Address	City	County	Postal Code	Close Date
6060-7	Import Distribution Center	12455 Harvest Drive, Building 7	Eastvale	Riverside	91752	N/A
3555	walmart.com	12510 MICRO DR	EASTVALE	Riverside	91752	9/26/2022
6152	eComm Whse Logistics	12510 MICRO DRIVE	EASTVALE	Riverside	91752	9/26/2022
6060-5	Import Distribution	4100 Hamner Avenue	Eastvale	Riverside	91752	N/A
6913	Other	4250 HAMNER AVE	EASTVALE	Riverside	91752	3/6/2019
6060-1	Import Distribution Center	4250 Hamner Ave	Eastvale	Riverside	91752	N/A
1853	Wal-Mart Supercenter	1231 SOUTH SANDERSON AVENUE	Hemet	Riverside	92545	N/A
5008	Wal-Mart Neighborhood Market	859 West Florida Ave	Hemet	Riverside	92543	N/A
8958	Wal-Mart Neighborhood Market	44100 Jefferson Street "F"	Indio	Riverside	92201	N/A
2181	Wal-Mart Supercenter	82-491 Avenue 42	Indio	Riverside	92203	N/A
6914	eComm Whse Logistics	4155 WINEVILLE RD	JURUPA VALLEY	Riverside	91752	2/1/2021
4895	Import Distribution Center	4155 Wineville Road	Jurupa Valley	RIVERSIDE		N/A
5663	Wal-Mart Neighborhood Market	8844 Limonite Avenue	Jurupa Valley	Riverside	92509	N/A
1805	Wal-Mart Supercenter	79295 US HWY 111	La Quinta	Riverside	92253	N/A
2077	Wal-Mart Supercenter	29260 Central Avenue	Lake Elsinore	Riverside	92532	N/A
8386	WM Supercenter	31700 GRAPE ST.	LAKE ELSINORE	Riverside	92532	3/31/2021
6761	walmart.com	4250 HAMNER AVE.	MIRA LOMA	Riverside	91752	11/20/2017

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5193	Wal-Mart Supercenter	12721 Moreno Beach Drive	Moreno Valley	Riverside	92555	N/A
7662	Import Distribution	17825 Indian St.	Moreno Valley	Riverside	92551-9533	N/A
2952	Wal-Mart Division 1 Store	41200 MURRIETA HOT SPRINGS RD	Murrieta	Riverside	92562	N/A
4822	Sam's Club	40500 Murrieta Hot Springs Rd.	Murrietta	Riverside	92562	N/A
6609	Sam's Club	34220 Monterey Ave	Palm Desert	Riverside	92211	N/A
5096	Wal-Mart Supercenter	34500 Monterey Avenue	Palm Desert	Riverside	92211	N/A
3026	Wal-Mart Neighborhood	72314 Highway 111	Palm Desert	Riverside	92260	N/A
1832	Wal-Mart Supercenter	5601 East Ramon Road	Palm Springs	Riverside	92264	N/A
1747	Wal-Mart Supercenter	1800 N Perris Boulevard	Perris	Riverside	92571	N/A
8799	Sam's Club Fulfillment	22722 Harley Knox Blvd	Perris	Riverside	92571	N/A
7358	Wal-Mart	2560 N. PERRIS BLVD TBA 1747	PERRIS	Riverside	92571	8/26/2015
2028	Wal-Mart Supercenter	5200 Van Buren Blvd	Riverside	Riverside	92503	N/A
1899	Wal-Mart Supercenter	6250 Valley Springs Parkway	Riverside	Riverside	92507	N/A
6378	Sam's Club	6363 Valley Springs Parkway	Riverside	Riverside	92507	N/A
9308	eComm Whse Logistics	6860 SYCAMORE CANYON BLVD	RIVERSIDE	Riverside	92507	10/30/2020
5425	Wal-Mart Supercenter	1861 SOUTH SAN JACINTO AVE	San Jacinto	Riverside	92583	N/A
2708	Wal-Mart Supercenter	32225 Temecula Pkwy	Temecula	Riverside	92592	N/A
10661	Regional Real Estate	40761 County Center Drive	Temecula	Riverside	92521	N/A
5192	Wal-Mart Supercenter	5821 Antelope North Road	ANTELOPE	Sacramento	95843	N/A
1881	Wal-Mart Supercenter	7901 WATT AVENUE	Antelope	Sacramento	95843	N/A
5981	Wal-Mart Neighborhood Market	6005 Madison Avenue	Carmichael	Sacramento	95608	N/A
4759	Wal-Mart Neighborhood	6197 Sunrise Boulevard	Citrus Heights	Sacramento	95610	N/A
3712	Wal-Mart Supercenter	7010 Auburn Blvd	Citrus Heights	Sacramento	95621	N/A

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Facility Number	Format	Street Address	City	County	Postal Code	Close Date
4799	Sam's Club	7147 Greenback Lane	Citrus Heights	Sacramento	95621	N/A
5848	Wal-Mart Division 1 Store	10075 Bruceville Road	Elk Grove	Sacramento	95757	N/A
5683	Wal-Mart Neighborhood Market	8455 Elk Grove Boulevard	Elk Grove	Sacramento	95758	N/A
1697	Wal-Mart Division 1 Store	8465 Elk Grove Blvd	Elk Grove	Sacramento	95758	N/A
1760	Wal-Mart Supercenter	1018 RILEY STREET	Folsom	Sacramento	95630	N/A
6620	Sam's Club	2495 Iron Point Road #11	Folsom	Sacramento	95630	N/A
5231	Wal-Mart Supercenter	10470 Twin Cities Road	Galt	Sacramento	95632	N/A
4393	Wal-Mart Supercenter	4675 Watt Avenue	North Highlands	Sacramento	95660	N/A
4309	Wal-Mart Supercenter	8961 Greenback Lane	Orangevale	Sacramento	95662	N/A
5979	Wal-Mart Neighborhood	255 Lincoln Blvd	Placer	Sacramento	95648	N/A
2457	Wal-Mart Supercenter	10655 FOLSOM BLVD	Rancho Cordova	Sacramento	95670	N/A
5982	Wal-Mart Neighborhood Market	2700 Marconi Avenue	Sacramento	Sacramento	95821	N/A
6623	Sam's Club	3360 EL CAMINO AVE	SACRAMENTO	Sacramento	95821	5/31/2018
5230	WM Supercenter	3460 EL CAMINO AVE	SACRAMENTO	Sacramento	95821	5/31/2018
2598	Wal-Mart Division 1 Store	3661 TRUXEL ROAD	Sacramento	Sacramento	95834	N/A
6530	Neighborhood Market	4420 FLORIN RD	SACRAMENTO	Sacramento	95823	1/6/2020
2735	Wal-Mart Supercenter	6051 Florin Road	Sacramento	Sacramento	95823	N/A
3960	Walmart.com Fulfillment	7000 POWERLINE RD	Sacramento	Sacramento	95837	N/A
6622	Sam's Club	8250 Power Inn Road	Sacramento	Sacramento	95828	N/A
2464	Wal-Mart Supercenter	8270 Delta Shores Circle	Sacramento	Sacramento	95832	N/A
3081	Wal-Mart Supercenter	8915 Gerber Road	Sacramento	Sacramento	95829	N/A

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Facility Number	Format	Street Address	City	County	Postal Code	Close Date
2333	Wal-Mart Division 1 Store	20251 HWY 18	Apple Valley	San Bernardino	92307	N/A
7033	Regional Distribution	21101 JOHNSON ROAD	Apple Valley	San Bernardino	92307	N/A
1879	Wal-Mart Supercenter	301 Montara Road	Barstow	San Bernardino	92311	N/A
7403	WM Supercenter	621 MONTARA RD TBA 1879	BARSTOW	San Bernardino	92311	6/28/2017
3464	Wal-Mart Supercenter	3943 Grand Avenue	Chino	San Bernardino	91710	N/A
6610	Sam's Club	3951 Grand Ave	Chino	San Bernardino	91710	N/A
7530	Walmart.com Fulfillment	6720 Kimball Avenue	Chino	San Bernardino	91708	N/A
4078	Walmart.com Fulfillment	6750 Kimball Avenue	Chino	San Bernardino	91708	N/A
1692	Wal-Mart Supercenter	1120 SOUTH MT. VERNON AVENUE	Colton	San Bernardino	92324	N/A
6561	Wal-Mart Distribution	1600 Agua Mansa Road	Colton	San Bernardino	92324	N/A
6060-3	Import Distribution	11188 Citrus Avenue	Fontana	San Bernardino	92337	N/A
7637	Reg Operations Center	13553 SAN BERNARDINO AVE STE A	FONTANA	San Bernardino	92335	11/5/2021
7847	Transportation Office	13553-A San Bernardino Ave,	Fontana	San Bernardino	92335	N/A
1756	Wal-Mart Division 1 Store	17251 Foothill Blvd.	Fontana	San Bernardino	92335	N/A
4340	Wal-Mart Supercenter	13401 Main Street	Hesperia	San Bernardino	92345	N/A
1914	Wal-Mart Supercenter	4210 EAST HIGHLAND AVE	HIGHLAND	San Bernardino	92346	N/A
2998	Wal-Mart Neighborhood	25755 Barton Road	Loma Linda	San Bernardino	92354	N/A
3796	Wal-Mart Supercenter	1333 N Mountain Avenue	Ontario	San Bernardino	91762	N/A
6153	eComm Whse Logistics	3510 E FRANCIS ST	ONTARIO	San Bernardino	91761	9/26/2022
6619	Sam's Club	951 N. Milliken Ave.	Ontario	San Bernardino	91764	N/A
1922	Wal-Mart Division 1 Store	12549 Foothill Blvd.	Rancho Cucamonga	San Bernardino	91739	N/A
1693	Wal-Mart Division 1 Store	2050 WEST REDLANDS BLVD	Redlands	San Bernardino	92374	N/A
1862	Wal-Mart Supercenter	1366 South Riverside Avenue	Rialto	San Bernardino	92376	N/A

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7418	WM Supercenter	1610 S RIVERSIDE AVE TBA 1862	RIALTO	San Bernardino	92376	4/5/2017
3131	Wal-Mart Neighborhood Market	300 West Baseline Road	Rialto	San Bernardino	92376	N/A
6624	Sam's Club	1055 Harriman Place	San Bernardino	San Bernardino	92408	N/A
5690	Neighborhood Market	2045 EAST HIGHLAND AVENUE	SAN BERNARDINO	San Bernardino	92404	2/11/2016
3276	Wal-Mart Division 1 Store	4001 HALLMARK PARKWAY	San Bernardino	San Bernardino	92407	N/A
5691	Wal-Mart Neighborhood Market	1445 East Foothill Boulevard	Upland	San Bernardino	91786	N/A
1992	Wal-Mart Division 1 Store	1540 W. FOOTHILL BLVD	Upland	San Bernardino	91786	N/A
1588	Wal-Mart Supercenter	11896 Amargosa Road	Victorville	San Bernardino	92392	N/A
4392	Wal-Mart Supercenter	12234 Palmdale Road	Victorville	San Bernardino	92392	N/A
1915	Wal-Mart Supercenter	58501 Twentynine Palms Highway	Yucca Valley	San Bernardino	92284	N/A
5305	Wal-Mart Division 1 Store	1150 Broadway	Chula Vista	San Diego	91911	N/A
3516	Wal-Mart Supercenter	1360 Eastlake Parkway	Chula Vista	San Diego	91915	N/A
2291	Wal-Mart Division 1 Store	75 N. Broadway	Chula Vista	San Diego	91910	N/A
3947	Wal-Mart Supercenter	875 E. H Street	Chula Vista	San Diego	91910	N/A
2253	Wal-Mart Supercenter	13487 Camino Canada	El Cajon	San Diego	92021	N/A
4169	Wal-Mart Neighborhood	300 N 2nd Street	El Cajon	San Diego	92021	N/A
3524	Wal-Mart	605 FLETCHER PKWY	EL CAJON	San Diego	92020	5/18/2024

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5886	Wal-Mart Supercenter	1550 Leucadia Boulevard	Encinitas	San Diego	92024	N/A
3084	Wal-Mart Neighborhood Market	1266 E Valley Parkway	Escondido	San Diego	92027	N/A
5996	Wal-Mart Division 1 Store	1330 East Grand Avenue	Escondido	San Diego	92027	N/A
5140	Wal-Mart Division 1 Store	5500 Grossmont Center Drive	La Mesa	San Diego	91942	N/A
5684	Wal-Mart Neighborhood Market	8810 Grossmont Boulevard	La Mesa	San Diego	91942	N/A
5023	Wal-Mart Supercenter	1200 HIGHLAND AVENUE	National City	San Diego	91950	N/A
5637	Wal-Mart Neighborhood Market	1046 Mission Avenue	Oceanside	San Diego	92054	N/A
2494	Wal-Mart Supercenter	2100 Vista Way	Oceanside	San Diego	92054	N/A
5075	Wal-Mart Supercenter	3405 Marron Road	Oceanside	San Diego	92056	N/A
2245	Wal-Mart Supercenter	705 College Blvd	Oceanside	San Diego	92057	N/A
1700	Wal-Mart Supercenter	13425 Community Road	Poway	San Diego	92064	N/A
5638	Neighborhood Market	2121 IMPERIAL AVENUE	SAN DIEGO	San Diego	92102	5/18/2024
2177	Wal-Mart Division 1 Store	3382 Murphy Canyon Road	San Diego	San Diego	92123	N/A
2479	Wal-Mart Supercenter	3412 College Ave.	San Diego	San Diego	92115	N/A
5338	Wal-Mart Division 1 Store	4840 SHAWLINE STREET	San Diego	San Diego	92111	N/A
5938	Wal-Mart Division 1 Store	575 Saturn Boulevard	San Diego	San Diego	92154	N/A
6235	Sam's Club	6336 College Grove Way	San Diego	San Diego	92115	N/A
2150	Wal-Mart Division 1 Store	710 Dennery Road	San Diego	San Diego	92154	N/A
3494	Wal-Mart Division 1 Store	732 Center Drive	San Marcos	San Diego	92069	N/A
1917	Wal-Mart Division 1 Store	190 Town Center Parkway	Santee	San Diego	92071	N/A

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2094	Wal-Mart Supercenter	1800 UNIVERSITY DRIVE	Vista	San Diego	92083	N/A
1789	Wal-Mart Supercenter	1601 S. Lower Sacramento Rd.	Lodi	San Joaquin	95242	N/A
7407	WM Supercenter	2350 W KETTLEMAN LN	LODI	San Joaquin	95242	7/13/2016
1840	Wal-Mart Supercenter	1205 South Main Street	Manteca	San Joaquin	95337	N/A
8750	Home Office	1030 RUNWAY DR	STOCKTON	San Joaquin	95206	2/26/2022
3352	Wal-Mart Supercenter	10355 Trinity Parkway	Stockton	San Joaquin	95219	N/A
3022	Wal-Mart Neighborhood Market	1189 E. March Lane	Stockton	San Joaquin	95210	N/A
1554	Wal-Mart Supercenter	3223 E Hammer Lane	Stockton	San Joaquin	95212	N/A
4921	Sam's Club	SWC I-5 AND 8 MILE ROAD	STOCKTON	San Joaquin	95202	6/14/2018
2025	Wal-Mart Supercenter	3010 W GRANT LINE ROAD	Tracy	San Joaquin	95304	N/A
2556	Wal-Mart Division 1 Store	1168 WEST BRANCH ST.	Arroyo Grande	San Luis Obispo	93420	N/A
2099	Wal-Mart Division 1 Store	180 NIBLICK ROAD	El Paso de Robles	San Luis Obispo	93446	N/A
8771	Home Office - Campus	850 CHERRY AVE	San Bruno	San Mateo	94066	N/A
1989	Wal-Mart Supercenter	701 W CENTRAL AVENUE	Lompoc	Santa Barbara	93436	N/A
2507	Wal-Mart Division 1 Store	2220 SOUTH BRADLEY	Santa Maria	Santa Barbara	93455	N/A
5658	Wal-Mart Neighborhood Market	2240 S. Bradley Road	Santa Maria	Santa Barbara	93455	N/A
5659	Wal-Mart Neighborhood Market	500 South Blosser Rd	Santa Maria	Santa Barbara	93458	N/A
2002	Wal-Mart Supercenter	7150 Camino Arroyo	Gilroy	Santa Clara	95020	N/A
2119	Wal-Mart Supercenter	301 Ranch Drive	Milpitas	Santa Clara	95035	N/A

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5766	Wal-Mart Supercenter	170 Cochrane Plaza	Morgan Hill	Santa Clara	95037	N/A
2280	Wal-Mart Division 1 Store	600 SHOWERS DRIVE	Mountain View	Santa Clara	94040	N/A
4174	Wal-Mart Neighborhood Market	1450 Monterey Road	San Jose	Santa Clara	95112	N/A
3025	Neighborhood Market	1600 SARATOGA AVE UNIT 501	SAN JOSE	Santa Clara	95129	6/25/2019
3023	Wal-Mart Neighborhood Market	4055 Evergreen Village Square	San Jose	Santa Clara	95135	N/A
2486	Wal-Mart Neighborhood Market	4080 Stevens Creek Boulevard	San Jose	Santa Clara	95129	N/A
5884	Wal-Mart Supercenter	5095 Almaden Expressway	San Jose	Santa Clara	95118	N/A
2524	Wal-Mart	5502 MONTEREY HWY	SAN JOSE	Santa Clara	95138	2/11/2016
5435	Wal-Mart Supercenter	777 Story Road	San Jose	Santa Clara	95122	N/A
3123	Wal-Mart Neighborhood Market	3255 Mission College Boulevard	Santa Clara	Santa Clara	95054	N/A
5133	Wal-Mart Supercenter	5000 Rhonda Road	Anderson	Shasta	96007	N/A
2537	Wal-Mart Supercenter	1515 Dana Drive	Redding	Shasta	96003	N/A
1630	Wal-Mart Supercenter	1906 FORT JONES ROAD	Yreka	Siskiyou	96097	N/A
5139	Wal-Mart	235 E Dorset Drive	Dixon	Solano	95620	N/A
2048	Wal-Mart	2701 North Texas Street	Fairfield	Solano	94533	N/A
3708	Wal-Mart	350 Walters Road	Suisun City	Solano	94585	N/A
6433	Sam's Club	1500 Helen Power Dr.	Vacaville	Solano	95687	N/A
1704	Wal-Mart	1501 Helen Power Drive	Vacaville	Solano	95687	N/A
5007	Wal-Mart Neighborhood	2050 Nut Tree Road	Vacaville	Solano	95687	N/A
5608	Wal-Mart Neighborhood	941 Alamo Drive	Vacaville	Solano	95687	N/A
5609	Wal-Mart	501 Sereno Drive	Vallejo	Solano	94589	N/A
1755	Wal-Mart	4625 REDWOOD DRIVE	Rohnert Park	Sonoma	94928	N/A
2468	Wal-Mart	901 Golf Course Drive	Rohnert Park	Sonoma	94928	N/A

Exhibit B
Covered Matter Facilities

Facility Number	Format	Street Address	City	County	Postal Code	Close Date
2553	Wal-Mart Division 1 Store	6650 HEMBREE LANE	Windsor	Sonoma	95492	N/A
7623	WM Supercenter	1670 MITCHELL RD.	CERES	Stanislaus	95307	11/19/2021
1983	Wal-Mart	3960 Mitchell Rd.	Ceres	Stanislaus	95307	N/A
3046	Wal-Mart Neighborhood	1421 Coffee Road	Modesto	Stanislaus	95355	N/A
1587	Wal-Mart	2225 PLAZA PARKWAY	Modesto	Stanislaus	95350	N/A
5710	Wal-Mart Supercenter	3848 McHenry Ave	Modesto	Stanislaus	95356	N/A
10658	Regional Real Estate	502 E Whitmore Avenue	Modesto	Stanislaus	65358	N/A
5843	Wal-Mart Supercenter	1030 Sperry Avenue	Patterson	Stanislaus	95363	N/A
1963	Wal-Mart	2111 Fulkerth Road	Turlock	Stanislaus	95380	N/A
3047	Wal-Mart Neighborhood	2480 Geer Road	Turlock	Stanislaus	95382	N/A
1903	Wal-Mart Supercenter	1150 Harter Road	Yuba City	Sutter	95993	N/A
6405	Sam's Club	900 N. Walton Ave.	Yuba City	Sutter	95993	N/A
7378	WM Supercenter	1025 S MAIN ST TBA 1608	RED BLUFF	Tehama	96080	3/30/2016
6026	Regional Distribution	10815 HWY 99 WEST	Red Bluff	Tehama	96080	N/A
1608	Wal-Mart Supercenter	608 Luther Road	Red Bluff	Tehama	96080	N/A
5394	Wal-Mart Supercenter	770 WEST EL MONTE WAY	Dinuba	Tulare	93618	N/A
1877	Wal-Mart Division 1 Store	1250 West Henderson Avenue	Porterville	Tulare	93257	N/A
6021	Regional Distribution	1300 SOUTH "F" STREET	Porterville	Tulare	93257	N/A
8852	Grocery	2701 South Driver Road	Shafter	Tulare	93263	N/A
2536	Wal-Mart	1110 East Prosperity Ave	Tulare	Tulare	93274	N/A
5635	Wal-Mart	1320 N Demaree Street	Visalia	Tulare	93291	N/A
1826	Wal-Mart	1819 EAST NOBLE	Visalia	Tulare	93292	N/A
5956	Wal-Mart Supercenter	3750 S. Mooney Blvd.	Visalia	Tulare	93277	N/A
2030	Wal-Mart	1101 SANGUINETTI	Sonora	Tuolumne	95370	N/A
5664	Wal-Mart Neighborhood	275 W Ventura Boulevard	Camarillo	Ventura	93010	N/A
2032	Wal-Mart Supercenter	2001 NORTH ROSE AVENUE	Oxnard	Ventura	93036	N/A
6455	Sam's Club	2401 North Rose Ave.	Oxnard	Ventura	93036	N/A
3087	Wal-Mart Division 1 Store	2701 Saviers Road	Oxnard	Ventura	93033	N/A

Exhibit B
Covered Matter Facilities

Facility Number	Format	Street Address	City	County	Postal Code	Close Date
5643	Wal-Mart Neighborhood	421 W. Esplanade Drive	Oxnard	Ventura	93036	N/A
3147	Wal-Mart Neighborhood	2204 Tapo Street	Simi Valley	Ventura	93063	N/A
2621	Wal-Mart Division 1 Store	255 COCHRAN STREET	Simi Valley	Ventura	93065	N/A
5685	Wal-Mart	2801 COCHRAN ST	SIMI VALLEY	Ventura	93065	6/30/2018
3179	Wal-Mart Neighborhood	512 North Ventu Park Road	Thousand Oaks	Ventura	91320	N/A
3650	Wal-Mart Division 1 Store	1739 S. Victoria Avenue	Ventura	Ventura	93003	N/A
3652	Wal-Mart Supercenter	755 Riverpoint Drive	West Sacramento	Yolo	95605	N/A
5606	Wal-Mart Neighborhood	1250 E. Gibson Rd.	Woodland	Yolo	95776	N/A
8230	Regional	1600 TIDE CT	WOODLAND	Yolo	95776	3/13/2018
2190	Wal-Mart Division 1 Store	1720 EAST MAIN STREET	Woodland	Yolo	95776	N/A
4127	Wal-Mart Neighborhood	215 California Street	Woodland	Yolo	95695	N/A
5136	Wal-Mart	1131 North Beale Road	Marysville	Yuba	95901	N/A
6921	eComm Whse Logistics	6750 KIMBALL AVENUE	CHINO		91708	11/5/2021

EXHIBIT C-1

EXHIBIT C-1

COMPACTOR AUDIT PROGRAM PROTOCOL

1. **Number of Facilities Inspected.** The annual Trash Compactor Audits shall include thirteen (13) of Walmart's California Facilities including: a minimum of one (1) Sam's Club; one (1) audit of the Apple Valley Distribution Center; and eleven (11) Facilities of retail discount stores, Supercenters and Neighborhood Markets reasonably proportionate to the total number of these California Facilities, for the purpose of determining whether any regulated or potentially regulated waste (e.g., hazardous and universal waste), if any, is present within each selected Walmart Facility's Compactors.
2. **Audit Requirements.** The Trash Compactor Audits shall include waste sorting activities (segregating regulated/potentially regulated waste), and inventorying and photographing each regulated or potentially regulated waste item for the purpose of data collection and reporting on the results of each Trash Compactor Audit. Each Trash Compactor Audit shall be conducted without advance notice to the thirteen (13) selected Walmart Facilities.

Pursuant to a scope of work substantially similar to the Example Scope of Work set forth in Exhibit C-2, the Vendor shall examine the entire contents of each Compactor, and the Vendor shall provide the Audit Findings for each of the thirteen (13) physical inspections of Walmart's Compactor waste to Walmart within sixty (60) calendar days of each physical inspection. The Vendor shall promptly provide to Walmart a detailed report of the results of each Trash Compactor Audit upon its completion (the "Trash Compactor Audit Report"). The Trash Compactor Audit Reports shall identify the location of the facility audited, the date of the audit, contain the information, the size and weight (tonnage) of each Walmart Facility Compactor and the estimated Compactor volume (at the time of the audit), the Walmart Facility Compactor's waste accumulation time (immediately prior to the audit), and the information described in paragraph 4 of Exhibit C-2.
3. **Trash Compactor Audit Reports.** The Vendor shall prepare a detailed summary of the Audit Findings ("Trash Compactor Audit Report") within sixty (60) calendar days following the completion of each annual round of Trash Compactor Audits. Walmart shall provide an unredacted, unabridged copy of the Trash Compactor Audit Report to the People's designees (identified in Exhibit F) within fifteen (15) calendar days of its receipt of the Trash Compactor Audit Report from the Vendor.
4. **Timing of Audits.** The first set of Trash Compactor Audits shall be conducted and completed within three hundred sixty-five (365) calendar days following Effective Date of this Final Judgment. Three subsequent sets of Trash Compactor Audits shall be conducted and completed within ten (10) months after the prior set of Trash Compactor Audits.
5. **Selection of Inspected Facilities.** For the twelve (12) Facilities other than the Apple Valley Distribution Center, six (6) of the twelve (12) audited Facilities shall be from Northern California

locations and six (6) of the twelve (12) audited Facilities shall be from Southern California locations.

Walmart shall select the twelve (12) Facilities, other than Apple Valley Distribution Center, to be audited based on criteria such as landfill/transfer station access availability, vendor resources in the area, and scheduling restrictions. Once the proposed date(s) and location of each Facility to be audited is determined, Walmart shall notify the People's designees (identified in Exhibit F) in writing at least two (2) business days prior to the commencement of each proposed Trash Compactor Audit. To the extent practicable, the Trash Compactor Audits shall be conducted at such time as the Compactor at each Facility is reasonably expected to be at sixty (60) percent or greater capacity.

6. **Inability to Secure Audit Location.** If after a reasonably diligent effort Walmart or its Vendor cannot secure a suitable location to conduct a physical inspection to satisfy the requirements for six (6) Northern California locations and six (6) Southern California locations, or to accomplish all audits, or to accomplish the reasonably proportionate number of Facilities audits described in ¶ 2, Walmart shall notify the People, and the People will make reasonable efforts to secure a location. If no suitable location can be secured by Walmart, its Vendor, or the People to satisfy the required number and location of audits, the inability to satisfy these requirements shall not constitute a violation of this Final Judgment.

EXHIBIT C-2

Exhibit C-2

COMPACTOR AUDIT PROGRAM PROTOCOL – EXAMPLE SCOPE OF WORK

1. REFERENCES

- 1.1 California hazardous and universal waste regulations (as defined in 22 CCR §66260.1, et seq.
- 1.2 Contaminated containers as defined in 22 CCR §66261.7 Subsections (b) and (d)
- 1.3 California Department of Toxic Substances Control's (DTSC's) fact sheet from February 2009, "Managing Empty Containers."
- 1.4 "July 7, 2016 – Draft Retail Waste Aquatic Toxicity Testing Project – Master List"

2. RESPONSIBILITIES

- 2.1 **Vendor Waste Sorting Team Member** - Team Members are responsible for conducting the audit by sorting through the compactor waste stream and removing potentially regulated items.
- 2.2 **Vendor Waste Sorting Team Lead** - The Team Lead is responsible for analyzing items removed from the compactor waste stream to determine if there are potentially regulated items and if so, inventorying, quantifying and photographing the items. The Team Lead will utilize the "July 7, 2016 - Draft Retail Waste Aquatic Toxicity Testing Project - Master List" (Master List) to determine if an item is a potentially regulated material. If an item appears on the Master List with at least one "Failed" definitive toxicity test, then that item should be considered a potentially regulated item. If the item is not on the Master List, the Team Lead will use product characteristics to determine if the item is a potentially regulated item. Note that up to two Team Members could assist the Team Lead with these duties.
- 2.3 **Vendor Team Scout** - The Team Scout is responsible for scouting the compactor to be audited at the designated Walmart facility, meeting with the trash hauler to inform them of the audit and directing them to the designated audit area.

3. SOLID WASTE COLLECTION AUDIT PROCEDURES

3.1 **Arrival at the designated Walmart facility**

The Vendor Team Scout will arrive at the designated Walmart facility ahead of the trash hauler to scout the compactor. The Scout will meet with the trash hauler to confirm the dump location (landfill or transfer station address) and to remind the driver to inform the

scale house that the load is for an audit and should be dumped in a designated area. The Scout will follow the hauler and compactor from the Walmart facility to the designated audit landfill/transfer station. The Scout will provide updates to the Lead as necessary.

3.2 Arrival at Solid Waste Collection Audit Site

The Vendor Team Lead and all Team Members should meet at the entrance to the audit site, likely a landfill or transfer station, and check-in with site management. The Team Lead and Members should ensure that all required materials and tools are present. Site management should have previously been informed of the audit and designated an area to conduct the audit. Once given approval by Site Management, the Vendor Team will dispatch to the designated audit area.

3.3 Solid Waste Sorting Area Set-Up

Upon arrival at the waste sorting area follow the following procedures:

- Conduct a safety meeting and all Team Members are required to don the required PPE. Refer to the Health and Safety Plan for detailed PPE requirements and safety procedures.
- Retrieve all materials and tools to be used during the audit, including the spill kit.
- Use cones to designate the waste sorting area from the rest of the facility.
- Place a plastic tarp on the ground adjacent to the contents of the emptied compactor for placement of items pulled from the waste stream.
- Place buckets on the tarp for collecting smaller items. Buckets should also be used to contain any leaking items.
- Team Lead to designate the following six buckets for final consolidation of potentially regulated solid and liquid wastes:
 - Universal Wastes (i.e., aerosols, batteries, bulbs, circuit boards);
 - Corrosive Acidic Wastes (i.e., cleaning solutions);
 - Corrosive Basic Wastes (i.e., bleach, drain cleaners);
 - Oxidizer Wastes (i.e., hydrogen peroxide, pool chemicals);
 - State Regulated Wastes (i.e., antifreeze, bug killers, deodorants, soaps);
 - Medical Waste (i.e., items with drug facts, loose pills, et al.); and
 - Other Potentially Toxic Solid Waste (i.e., used spill cleanup materials).
- Ensure that a spill kit is located within the sorting area.

3.4 Solid Waste Sorting Process

After the sorting area has been established, materials and tools are in place and the safety meeting has been conducted, begin the sorting process by following these procedures.

- Segregate the clear trash bags, which come from inside the facility from any blue trash bags, which come from the parking lot.
 - The Team Lead will take photographs of the segregated clear trash bags and estimate the total number of clear trash bags in the compactor waste stream.
 - The Team Lead will take photographs of the segregated blue trash bags and count the number of blue trash bags in the compactor waste stream.
- Use rakes, shovels or other tools to pull apart the items. Open all trash bags and empty items onto the ground. Carefully sort through the items and pull out any potentially regulated items.
- For any regulated or potentially regulated items that are found, place on the tarp or in buckets to allow the Team Lead to examine.
- Move sorted items to the side leaving a clear space (at least three feet) so it is easy to distinguish between items that have been reviewed versus those that have not been reviewed.
- The Team Lead will determine if items pulled from waste stream are potentially regulated or not. Any items determined not to be potentially regulated may be placed back into waste stream.
- The Team Lead will take digital photographs of the front and back sides of each potentially regulated item removed from the waste stream and document as described in Section 8.

4. QUANTIFYING REGULATED MATERIALS

All items that are determined to be regulated will be quantified by weight to the fullest extent possible by following the guidelines in this section. Once the weight has been determined, document the item, volume and weight on a touchscreen-based tablet. As a general rule, the Team Lead will photograph the weight of each item placed on the digital scale.

4.1 Solids

- Any solids, such as batteries, syringes/needles, or fluorescent lamps will be weighed individually on a scale.
- For any electronic item that contains a circuit board, the item must first be weighed, then disassembled so that each circuit board can be removed. Once complete, the circuit board(s) will be weighed separately from the overall item. Both weights will be recorded and any non-potentially regulated portions of the formerly circuit board containing device can be placed back into the solid waste

portion of the audit. The Team Lead will photograph the circuit board(s) on the digital scale and the non-potentially regulated portion of the formerly circuit board containing device adjacent to the scale.

- If batteries are found inside any electronic item that contains a circuit board, the batteries should be removed and weighed. The circuit board and non-potentially regulated portion of the item should be handled as noted in the above bullet.
- If batteries are found inside any items not containing a circuit board, the batteries should be removed and only the batteries should be weighed. The Team Lead will photograph the battery-containing item and the batteries pulled from the battery-containing item.
- Once the items have the circuit board and/or batteries removed, place the non-potentially regulated items back into the waste stream.

4.2 Liquid – Weighing Method

- Any products that contain remaining amounts of a potentially regulated liquid should be either weighed or have the weight estimated.
- If weighing the liquid, then pour the remaining liquid into a tared cup (on top of the tarp) and weigh. It may be necessary to poke a hole in the container or cut the container open in order to remove the remaining liquid. Ensure all liquid is removed to meet California guidance on empty containers. The empty container may be placed back into the waste stream.
- After the weight has been obtained, cap the tared cup, write the cup's contents on the side of the cup (i.e., hand soap) and place the cup into the appropriate regulated waste bucket.
- Use a clean tared cup each time before weighing a new liquid item.
- If any spills occur during the pouring or weighing process, clean-up using the spill kit and place all absorbent or cleaning materials into the "Other Potentially Toxic Solid Waste" bucket.
- If Team Lead determines that product is deemed too dangerous or difficult to pour off, then use the estimation method in the following subsection to determine amount remaining.

4.3 Liquids, Creams, Gels and Aerosol Cans – Estimation Method

This method should be used if the product is too dangerous or it is too difficult to pour off or for items such as gels, lotions, or creams that cannot be easily removed or poured. All aerosol cans are included in this estimation method.

- Obtain and record the total weight of each item by weighing each container and its contents.
- Use the below steps to estimate the weight of regulated material included in each item:

- Estimate the volume of liquid, cream or gel remaining in the item with a percentage such as 10%, 25%, 50%, 75% or, if completely full, 100%.
- Calculate the volume of the container using the reported container size and amount remaining. For example, a 12 ounce bottle of lotion that is determined to be 50% full, would have a volume of 6 ounces.
- Once the volume has been determined, place the entire item into the appropriate waste bucket.

5. REPORTING

The Team Lead will document information regarding all potentially regulated items pulled from the compactor waste stream and their quantities directly into the tablet. Documented information should include at least the following:

- Category of item
- Product name
- Manufacturer or brand
- UPC if available
- Size or volume
- Amount remaining (if applicable)
- Weight (in pounds)
- Photos of front and back of item
- Any specific notes regarding the item
- If available and applicable, the color of the trash bag in which the item was found, and any other information about the potential origin of the item within the facility.

6. LEAVING THE SORTING AREA AND SITE

Once all solid waste sorting activities have been completed and potentially regulated items documented, contact the hazardous waste disposal vendor and remain with the waste buckets until all have been picked-up by the vendor. Gather all materials and tools that can be used for future audits, load into the vehicle and dispatch from the site.

EXHIBIT D

EXHIBIT D

Public Trash Management Program

Walmart shall implement a “Public Trash Management Program” as follows:

1. The program is designed to minimize the possibility that hazardous material (as defined in Health and Safety Code section 25501, subdivision (n)), hazardous wastes (as defined in Health and Safety Code section 25117), medical and pharmaceutical wastes (as defined in Health and Safety Code section 117690), and petroleum and automotive products (e.g., motor oil and engine coolant (collectively referred to as “Regulated Materials”) are disposed of in public-facing trash receptacles in Walmart retail discount stores, Supercenters, and Neighborhood Markets parking lots, and public areas (hereinafter referred to as “Public Trash Receptacles”).
2. In an effort to prevent customers and the public from placing Regulated Materials in the Public Trash Receptacles which Walmart provides and maintains, and excluding receptacles provided or maintained by Walmart building tenants, Walmart shall affix a label on all such Public Trash Receptacles that specifies and prohibits the disposal of Regulated Materials, similar to the form that follows:



3. Walmart shall affix labels that accomplish the purpose and effect of the example immediately above within three hundred sixty-five (365) calendar days following Effective Date of this Final Judgment.
4. For the duration of the Injunctive Period, Sam’s Club is exempt from the Public Trash Management Program provisions of this section of the Final Judgment.

EXHIBIT E-1

**Exhibit E-1
Store SOPs**

Date	SOP
	Paint tint/colorant
	Job Aid for CA Facilities: Managing Purged Paint Tint and Empty Paint Tint Containers
	Key Cutting
2019.04.10	Managing keys and key shavings as scrap metal SOP
2019.04.10	Managing keys and key shavings as scrap metal SOP
	Batteries
2021.04	Battery Acid Spill Cleanup SOP
2009.08.11	Battery Acid Spill Cleanup SOP
2017.08.22	Battery Acid Spill Cleanup SOP
2020.09	Packing a Product that Contains a Non-Spillable Battery SOP
	Managing Batteries in the CAI2Recycle Box SOP
2019.01	Managing Dead Watch Battery Box SOP
2021.04	Managing Leaking Batteries SOP
2012.04.12	Managing Leaking Batteries SOP
2018.06	Managing Rechargeable Batteries SOP
2020.10	Packaging a Box that Contains Lithium Batteries SOP
2019.10	Packaging a Box that Contains Lithium Batteries SOP
2018.07.25	Stacking, Storage, and Shipping Lead Acid batteries (Pallets) SOP
2023.02.28	Stacking, Storing, and Shipping Lead Acid batteries (Pallets) SOP
2022.04.19	Stacking, Storing, and Shipping Lead Acid batteries (Pallets) SOP
	Battery Containing Items
2018.07.05	Changing a Forklift Battery SOP
2018.07.25	Automotive Battery Returns SOP
2022.04.04	Environmental Management - Auto Care Centers/Tire & Battery Center Policy
	Managing Loose Batteries at the Jewelry Counter and Automotive/ACC SOP
2022.09	R134a Automotive Refrigerant Can Returns - California Only
	Items containing circuit boards
	Electronic Display Disposal
	Electronic Display Disposal
2020.01	Managing Electronic Devices
2023.08.17	Managing Electronic Devices
2023.12	Managing Electronic Devices
2023.12	Managing Electronic Devices
2018.10.25	Managing Electronic Devices Inside California SOP
	Items used for cleaning and/or maintenance of Facilities
2018.01	Clean Parking Lot and Entrance Sidewalk SOP
	Fluorescent, compact fluorescent light bulbs, & Lamps
2018.04	Broken Compact Fluorescent Lamp (CFLs) and Fluorescent Lamp Cleanup SOP
2018.02	Broken Compact Fluorescent Lamp (CFLs) and Fluorescent Lamp Cleanup SOP
2013.03.04	Broken Compact Fluorescent Lamp (CFLs) and Fluorescent Lamp Cleanup SOP
2018.08.28	Broken Compact Fluorescent Lamp (CFLs) and Fluorescent Lamp Cleanup SOP
2019.05.09	Broken Compact Fluorescent Lamp (CFLs) and Fluorescent Lamp Cleanup SOP
2018.04	Managing Compact Fluorescent Lamps (CFLs) & Fluorescent Lamps SOP
2018.02	Managing Compact Fluorescent Lamps (CFLs) & Fluorescent Lamps SOP
2018.07.11	Managing Compact Fluorescent Lamps (CFLs) & Fluorescent Lamps SOP
2019.05.06	Managing Compact Fluorescent Lamps (CFLs) & Fluorescent Lamps SOP

Exhibit E-1
Store SOPs

2018.07.11	Managing Compact Fluorescent Lamps (CFLs) & Fluorescent Lamps SOP
2018.10.12	Managing Compact Fluorescent Lamps (CFLs) & Fluorescent Lamps SOP
2019.05.06	Managing Compact Fluorescent Lamps (CFLs) & Fluorescent Lamps SOP
2018.07.11	Managing Compact Fluorescent Lamps & Fluorescent Lamps SOP
	Liquid Waste (including Alcohol/Flammable Liquids)
2022.08	Hazardous waste spill cleanup
2019.05.06	Hazardous Waste Spill Clean-Up SOP
2021.04	Unkown waste spill cleanup
2022.08	Non-hazardous waste spill cleanup
2021	Spill clean-up
2021	Spill clean-up
2018.03	Spill pallet cleaning
2017.12	Stocking a spill station
2021.04	Removing Fuel from Containers SOP
2021.04	Managing Pool Chemicals SOP
2018.07.25	DIY Oil Collection from Customers SOP
2020.08	Spill Clean Up - Liquor Stores SOP
2018.02	Removing Fuel from Equipment SOP
	Solid Waste disposed of in Compactors
2015.01	Compactor/Baler Safe Work Practices
2019.01	California Compactor Management: Job Aids for Key Departments; includes cameras
2019.01	California Compactor Management: Job Aids for Key Departments Slideshow; includes cameras
2017.01.13	Guide Transformation SOP: Trash Compactor Use
2017.01.13	Guide Transformation SOP: Trash Compactor Use
2013.09.27	Guide Transformation SOP: Trash Compactor Use
	Trash Compactor
	Trash Compactor
2022.09.20	Trash Compactor
2022.11.02	Trash Compactor
2022.11.02	Trash Compactor
2013	Using the Compactor - Job Aid
2022.06.22	Hazardous Materials Policy
2023.05	California/Washington Weekly Hazardous Waste Inspection Form
	Hazardous Waste Containers Labeling Guide (CA only)
2023.03	Hazardous Waste Containment Guide
2023.03	Hazardous Waste Containment Guide
2020.08	Hazardous Waste minifest retention
2019.12	Hazardous Waste Pickup
2022.04.07	Hazardous Waste Policy
2019.05	Managing Waste Aerosols and Compressed Gas Products SOP
2018.06.06	Managing Waste Aerosols and Compressed Gas Products SOP
	Pharmacy HazWaste Processing
2022.07	Separating hazardous waste into red, yellow, or black buckets
2021	Waste Management Chart
2022.08	Waste product label
	Waste Product label - Job Aid

Exhibit E-1
Store SOPs

2023.05	Weekly Hazardous Waste Inspection
2021	Breakroom know before you throw
2021	Breakroom know before you throw
2021	Breakroom know before you throw
2022	Know before you throw
2019.01	Take Out Trash SOP
2019.01	Take Out Trash SOP
2019.10	Managing Abandoned Containerized materials SOP
2017.05.01	Disposal of Category 89 Bagged Product SOP
	Biomedical Waste
2017.06.09	Handling of Biomedical Waste
2017.06.09	Handling of Biomedical Waste
2017.06.09	Handling of Biomedical Waste
2017.05.24	Handling of Biomedical Waste
2017.06.09	Handling of Biomedical Waste
2014.05.22	Walmart Owned Medical Clinic Hazardous and Regulated Medical Waste Management
2016.07	Bloodborne Pathogens Program
2015.11	Walmart - Bloodborne Pathogens Program
2015.12	Walmart - Bloodborne Pathogens Program
2014.02	Walmart - Bloodborne Pathogens Program
2016.07	Walmart - Bloodborne Pathogens Program
2020.12	Walmart - Bloodborne Pathogens Program
2018.12	Walmart - Bloodborne Pathogens Program
2019.03	Walmart - Bloodborne Pathogens Program
	Envrionmental Policy
2022.04.12	Environmental Policy
2023.04	Environmental, Health and Safety Compliance
2021.01.04	Global Environmental, Health and Safety Policy
	Sam's Club Environmental Drawer Job Aid
	Miscellaneous
	Eviance Training - Hazardous Waste Weekly Inspection and Eyewash Station Checklist
	Sharps Handling and Disposal Guidelines
	Sharps Handling and Disposal Guidelines
	Sharps Handling and Disposal Guidelines
	Sharps Handling and Disposal Guidelines
2019.08	Sharps Handling and Disposal Guidelines

EXHIBIT E-2

Exhibit E-2
DC SOPs

Date	Description
	Lamps
2023.03	28-0112 Supply Chain Lamp Management
	Batteries
2013.02	28-0606 TMG Battery Management
2013.02	Environmental Regulatory Compliance Manual - TMG Battery Management
	Aerosol
2018.09	Environmental Regulatory Compliance Manual - Supply Chain Aerosol Satellite Accumulation Area
2022.08	28-0101 Supply Chain Aerosol Satellite Accumulation Area
	Liquid Waste and Spills
2007.10	28-0035 Supply Chain Bleach Spill/Disposal
2007.10	Environment Regulatory Compliance Manual - Logistics Bleach Spill/Disposal Procedure
2010.02	19-0103 Spill Response
2010.02	Logistics Safety - Spill Response
2010.02	Logistics Safety - Spill Response
2010.02	Logistics Safety - Spill Response
2010.02	Logistics Safety - Spill Response
2010.02	Supply Chain Safety - Spill Response
2010.02	Supply Chain Safety - Spill Response
2012.08	Environmental Regulatory Compliance Manual - TMG Spill Response
2012.08	28-0605 TMG Spill Response
2013.08	Environmental Regulatory Compliance Manual - Logisitcs Parts Washer Solution
2014.03	28-0002 Supply Chain Parts Washer Solution
2015.03	Environmental Regulatory Compliance Manual - Logistics Petroleum Spill Response
2018.04	Environmental Regulatory Compliance Manual - Supply Chain Petroleum Spill Response
2022.12	28-0040 Supply Chain Used Oil Managment Guidelines
2023.05	28-0304 Supply Chain Petroleum Spill Response
2023.05	28-0304 Supply Chain Petroleum Spill Response
2023.07	28-0307 Spill Response
2024.03	28-0040 Supply Chain Used Oil Managment Guidelines
	Generic & Solid Hazardous Waste
2012.11	28-0601 TMG Used Product and Waste Management Guidelines
2012.11	Environmental Regulatory Compliance Manual - TMG Used Product and Waste Management Guidelines
2013.07	Enviornmental Regulatory Compliance Manual - Logisitics Hazardous Waste Management
2013.09.20	Hazardous Waste Policy (EC-03)
2013.09.20	Hazardous Waste Policy (EC-03)
2015.01	Environmental Regulatory Compliance Manual - Hazardous Waste Contingency Plan
2015.01	Environmental Regulatory Compliance Manual - Hazardous Waste Contingency Plan
2015.02	28-0012 Supply Chain Hazardous Waste Layout
2015.02	Enviornmental Regulatory Compliance - Logistics Universal Waste Management Guidelines
2015.02	Environmental Regulatory Compliance Manual - Logisitics Hazardous Waste Layout
2015.02	28-0012 Supply Chain Hazardous Waste Layout

Exhibit E-2
DC SOPs

2015.02	28-0012 Supply Chain Hazardous Waste Layout
2015.02	Environmental Regulatory Compliance Manual - Supply Chain Hazardous Waste Layout
2015.06	28-0110 Supply Chain Hazardous Waste Manifest
2015.06	Environmental Regulatory Compliance Manual - Logisitcs Hazardous Waste Manifest
2015.06	Environmental Regulatory Compliance Manual - Logisitcs Hazardous Waste Area Inspection
2015.06	Environmental Regulatory Compliance Manual - Logistics Hazardous Waste Manifest
2016.03	Environmental Regulatory Compliance - Logisitcs Universal Wate Management Guidelines
2016.04	Environemntal Regulatory Compliance Manual - Logisitcs Hazardous Waste Management Guidelines
2016.06.24	Hazardous Waste Policy (EC-03)
2016.06.24	Hazardous Waste Policy (EC-03)
2016.06.24	Hazardous Waste Policy (EC-03)
2016.07	Environmental Regulatory Compliance Manual - Supply Chain Hazardous Waste Inventory
2016.08	Environmental Regulatory Compliance Manual - Logisitcs Hazardous Waste Inventory
2016.10.13	Hazardous Waste Policy (EC-03)
2017.01	Environmental Regulatory Compliance Manual - Logistics Hazardous Waste Management Guidelines
2017.06	Enviornmental Regulatory Compliance Manual - Logisitcs Hazardous Waste Management Guidelines
2017.06	Environmental Regulatory Compliance Manual - Logistics Hazardous Waste Management Guidelines
2017.06	Environmental Regulatory Compliance Manual - Logisitcs Hazardous Waste Management Guidelines
2018.04	28-0111 Supply Chain Hazardous Waste Area Inspection
2018.05	Environmental Regulatory Compliance Manual - Hazardous Waste Contingency Plan
2018.05	Environmental Regulatory Compliance Manual - Hazardous Waste Contingency Plan
2018.08	Environmental Regulatory Compliance Manual - Logistics Hazardous Waste Area inspection
2018.09	28-0106 Supply Chain Hazardous Waste Inventory
2018.09	28-0106 Supply Chain Hazardous Waste Inventory
2018.09	28-0303 Pharmacy DC Hazardous Waste Management
2018.09	Environmental Regulatory Compliance Manual - Supply Chain Hazardous Waste Inventory
2019.06	28-0020 Hazardous Waste Contingecny Plan
2019.06	Environmental Regulatory Compliance Manual - Hazardous Waste Contingency Plan
2019.12.03	Hazardous Waste Policy (EC-03)
2019.12.03	Hazardous Waste Policy (EC-03)
2019.12.03	Hazardous Waste Policy (EC-03)
2020.06	28-0021 Small Format Hazardous Waste Management Guidelines
2021.08	28-0015 Supply Chain Universal Waste Management Guidelines
2021.08	Enviornmental Regulatory Compliance - Logisitcs Universal Waste Management Guidelines
2021.08	Environmental Regulatory Compliance Manual - Supply Chain Hazardous Waste Management Guidelines

Exhibit E-2
DC SOPs

2021.08	28-0015 Supply Chain Universal Waste Management Guidelines
2021.12	Environmental Regulatory Compliance - Reusable Wipe Management
2022.04.07	Hazardous Waste Policy (EC-03)
2022.08	28-0015 Supply Chain Universal Waste Management Guidelines
2022.09	28-0111 Supply Chain Hazardous Waste Area Inspection
2022.11	28-0015 Supply Chain Universal Waste Management Guidelines
2023.03	28-0104 Supply Chain Waste Container Labeling
2023.10.02	28-0106 Supply Chain Hazardous Waste Inventory
2024.03	28-0010 Supply Chain Hazardous Waste Management Guidelines
2024.03	28-0020 Hazardous Waste Contingency Plan
2024.03	28-0020 Hazardous Waste Contingency Plan
2024.03	28-0104 Supply Chain Waste Container Labeling
2024.03	28-0111 Supply Chain Hazardous Waste Area Inspection
2024.03	28-0111 Supply Chain Hazardous Waste Area Inspection
2024.03	28-0012 Supply Chain Hazardous Waste Layout
2024.08	28-0110 Supply Chain Hazardous Waste Manifest
	Medical
2018.09	Environmental Regulatory Compliance Manual - Pharmacy DC Hazardous Waste Management
2020.04	Environmental Regulatory Compliance Manual - Small Format Hazardous Waste Management Guidelines

EXHIBIT F

Exhibit F – Notices

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EXHIBIT G-1 - PROSECUTOR PENALTIES

AGENCY	Civil Penalties - Business and Professions §17200 Penalties	Civil Penalties - Health and Safety § 25192	Total Civil Penalties
Alameda County District Attorney's Office	\$159,500.00		\$159,500.00
California Attorney General ¹	\$533,286.00	\$59,254.00	\$592,540.00
Fresno County District Attorney's Office	\$80,000.00		\$80,000.00
Monterey County District Attorney's Office	\$551,200.00		\$551,200.00
Orange County District Attorney's Office	\$235,500.00		\$235,500.00
Riverside County District Attorney's Office ²	\$144,000.00		\$144,000.00
Sacramento County District Attorney's Office ³	\$468,405.00	\$13,895.00	\$482,300.00
San Bernardino County District Attorney's Office	\$159,500.00		\$159,500.00
San Diego County District Attorney's Office	\$80,000.00		\$80,000.00
San Joaquin County District Attorney's Office ⁴	\$468,405.00	\$13,895.00	\$482,300.00
Solano County District Attorney's Office ⁵	\$537,305.00	\$13,895.00	\$551,200.00
Tulare County District Attorney's Office	\$90,000.00		\$90,000.00
Yolo County District Attorney's Office	\$330,605.00	\$13,895.00	\$344,500.00
Total - Prosecutor Penalties	\$3,837,706.00	\$114,834.00	\$3,952,540.00

EXHIBIT G-1 - PROSECUTOR PENALTIES

¹ CALIFORNIA ATTORNEY GENERAL: California Department of Justice-Litigation Deposit Fund." The check shall bear on its face the case name ("People v. Walmart Inc.") and the internal docket number for this matter (SA2020303979). The sum of \$592,540, and any interest accrued thereon, paid to the Attorney General pursuant to this Final Judgment shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens.

² RIVERSIDE: Business and Professions Code §17200: Defendant shall pay \$144,000.00 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.

³ SACRAMENTO: The money paid to the Sacramento District Attorney as penalties pursuant to Business and Professions Code section 17206, shall be for the sole and exclusive use of the District Attorney to augment the 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.

⁴ SAN JOAQUIN: Business and Professions Code § 17200 Penalties shall be paid to the "Treasurer of San Joaquin County".

⁵ SOLANO: 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 G-1 - PROSECUTOR 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 G-2 - AGENCY PENALTIES

Agency	Total Agency Civil Penalties - Health and Safety Code §25192
State of CA - Department of Toxic Substances Control	\$ 344,500.00
Total - Agency Civil Penalties	\$ 344,500.00

EXHIBIT H-1 PROSECUTOR COSTS

Agency	Total Prosecutor Costs
Alameda County District Attorney's Office	\$159,500.00
California Attorney General ¹ (see below)	\$96,460.00
Craig Thompson Environmental Protection Prosecution Fund ² (see below)	\$850,000.00
Fresno County District Attorney's Office	\$80,000.00
Monterey County District Attorney's Office	\$137,800.00
Orange County District Attorney's Office	\$78,500.00
Placer County District Attorney's Office ³ (see below)	\$5,000.00
Riverside County District Attorney's Office ⁴ (see below)	\$16,000.00
Sacramento County District Attorney's Office ⁵ (see below)	\$206,700.00
San Bernardino County District Attorney's Office	\$159,500.00
San Diego County District Attorney's Office	\$80,000.00
San Joaquin County District Attorney's Office	\$206,700.00
Shasta County District Attorney's Office	\$5,000.00
Solano County District Attorney's Office	\$137,800.00
Tulare County District Attorney's Office	\$30,000.00
Ventura County District Attorney's Office	\$20,000.00
Yolo County District Attorney's Office	\$344,500.00
Total - Prosecutor Costs	\$2,613,460.00

¹ CALIFORNIA ATTORNEY GENERAL: California Department of Justice-Litigation Deposit Fund." The check shall bear on its face the case name ("People v. Walmart Inc.") and the internal docket number for this matter (SA2020303979). The sum of \$96,460, and any interest accrued thereon, paid to the Attorney General pursuant to this Final Judgment shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens.

EXHIBIT H-1 PROSECUTOR COSTS

² CRAIG THOMPSON ENVIRONMENTAL PROTECTION PROSECUTION FUND: Repayment of funds granted to San Joaquin County District Attorney's Office and Yolo County District Attorney's Office.

³ PLACER: The money paid to the Placer County District Attorney as costs pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs expended in the enforcement of the consumer protection and environmental laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

⁴ RIVERSIDE: Walmart shall pay \$16,000.00 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.

⁵ SACRAMENTO: The money paid to the Sacramento District Attorney as as costs pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs expended in the enforcement of the consumer protection and environmental laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

EXHIBIT H-2 - AGENCY COSTS

Agency	Total Cost Amount to Agency
State of CA - Department of Toxic Substances Control	\$ 509,500.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 5,000.00
City of Anaheim Fire Department	\$ 5,000.00
Orange Co. - Environmental Health * (see below)	\$ 5,000.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 10,000.00
Riverside Co. - Waste Resources	\$ 5,000.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 10,000.00
San Bernardino Co. - Fire Protection District, Hazardous Materials Section	\$ 10,000.00
San Diego Co. - Dept. of Environmental Health	\$ 10,000.00
Santa Barbara Co. - Environmental Health Services	\$ 5,000.00
Tulare Co. - Environmental Health	\$ 5,000.00
City of Oxnard Fire Department	\$ 5,000.00
Ventura Co. - Environmental Health Division	\$ 5,000.00

Total Agency Costs**\$ 589,500.00**

*ORANGE COUNTY ENVIRONMENTAL HEALTH: \$5,000.00 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.