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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

**FAMILY DOLLAR, INC., a North Carolina Corporation,
FAMILY DOLLAR OPERATIONS, INC., a North Carolina Corporation,
FAMILY DOLLAR SERVICES, INC., a North Carolina Corporation,
FAMILY DOLLAR TRUCKING, INC., a North Carolina Corporation, and
FAMILY DOLLAR UTAH DC, LLC, a Utah Limited Liability Company,**

Defendants.

Filed APR 11 2016
ROSA JUNQUEIRO, CLERK
By Stephanie Ceja
DEPUTY

Case No. STK-CV-UNPI-2016-2933
STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION

Action Filed: March 25, 2016
Judge: Hon. Barbara Kronlund
Department: 42

1 WHEREAS, this Stipulation for Entry of Final Judgment and Permanent Injunction (“Final
2 Judgment”) is entered into by Plaintiff, the People of the State of California (“People”) and
3 Defendants Family Dollar, Inc., a North Carolina Corporation, Family Dollar Operations, Inc., a
4 North Carolina Corporation, Family Dollar Services, Inc., a North Carolina Corporation, Family
5 Dollar Trucking, Inc., a North Carolina Corporation and Family Dollar Utah DC, LLC, a Utah
6 Limited Liability Company that do and have done business in their own capacity and/or through
7 agents, affiliates, and subsidiaries in the state of California (collectively “Family Dollar” or
8 “Defendant”), by their respective attorneys. The People and Defendant shall be referred to
9 collectively as “Parties.”

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

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

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

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

18 **1. JURISDICTION**

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

22 **2. SETTLEMENT OF DISPUTED CLAIMS**

23 This Final Judgment is not an admission or denial by Defendant regarding any issue of law
24 or fact in the above-captioned matter or any violation of any law. The Parties enter into this Final
25 Judgment pursuant to a compromise and settlement of disputed claims, as set forth in the
26 Complaint filed in this action (the “Complaint”) for the purpose of furthering the public interest.
27 The People believe that the resolution embodied in this Final Judgment is fair and reasonable and
28 fulfills the People’s enforcement objectives; and that except as provided in this Final Judgment,

1 no further action is warranted concerning the allegations contained in the Complaint. Defendant
2 agrees that this Final Judgment is a fair and reasonable resolution of the matters alleged in the
3 Complaint based on the Parties' agreement that the Final Judgment will be reasonably
4 implemented and enforced.

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

8 **3. DEFINITIONS**

9 Except where otherwise expressly defined in this Final Judgment, all terms shall be
10 interpreted consistent with the Hazardous Waste Control Law, Health and Safety Code Sections
11 25100-25258.2; Hazardous Materials Release Response Plans and Inventory Law, Health and
12 Safety Code Sections 25500-25519; the Medical Waste Management Act, Health and Safety
13 Code Sections 117600-118360; and the regulations promulgated under these sections.

14 "California Facilities" means any Family Dollar facility in the State of California,
15 including, but not limited to, retail stores that are owned, operated, licensed or leased or subleased
16 by Defendant or any predecessor in interest. California Facilities further includes Defendant's
17 Distribution Center in St. George, Utah which services Defendant's California retail locations
18 ("Distribution Center"). Defendant's California Facilities have been identified in **Exhibit A**,
19 attached. California Facilities shall also include tractor trailers used to transport products and
20 materials to and from such facilities, located in the State of California that are, as of December
21 31, 2015, owned, operated, licensed or leased by Defendant (in its own capacity or through
22 affiliates doing business in the state of California). Exhibit A shall not be to the exclusion of any
23 locations that may have been inadvertently omitted, where the Parties agree in writing that an
24 omitted location should be included. As to any locations that have been omitted, Defendant shall
25 provide the following to the People within thirty (30) days after the omission comes to the
26 attention of Defendant: (a) written notice of such additional locations; and (b) to the best of
27 Defendant's knowledge and belief, copies of any notices of violation and/or governmental
28 inspection reports applicable to such locations that have been received by that location since July

1 30, 2011, to the date of entry of this Final Judgment. If, after the People have had sufficient time
2 within which to review the alleged reason for the omission, and after Defendant has established to
3 the satisfaction of the People that the omission was inadvertent, the Parties shall agree in writing
4 that the additional location(s) be included in the Final Judgment.

5 “Certified Unified Program Agency” or “CUPA” is an agency certified by the California
6 Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of the Health and
7 Safety Code and California Code of Regulations, Title 27, Sections 15100-16150 to implement
8 certain State environmental programs within the local agency’s jurisdiction.

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

11 **4. INJUNCTIVE RELIEF**

12 Pursuant to the provisions of Health and Safety Code Sections 25181, 25515.6, and
13 25515.8, and Business and Professions Code Section 17203, but subject to paragraph 23 below,
14 Defendant shall comply with the Hazardous Waste Control Law, Health and Safety Code
15 Sections 25100-25258.2; Hazardous Materials Release Response Plans And Inventory Law,
16 Health and Safety Code Sections 25500-25519; the Medical Waste Management Act, Health and
17 Safety Code Sections 117600-118360; and the applicable regulations promulgated under these
18 chapters, to the extent that these provisions apply to Defendant’s business operations at its
19 California Facilities. Failure to comply with this injunction or any of the specific additional
20 injunctive provisions that follow, may subject Defendant to sanctions, including, but not limited
21 to, contempt and/or additional penalties. Paragraph 15, below, applies to any application or
22 motion for failure to comply with the injunctive provisions of this Final Judgment.

23 **4.1 Specific Injunctive Provisions**

24 Defendant shall comply with each of the following provisions at and from the California
25 Facilities to the extent that these provisions apply to Family Dollar’s business operations at its
26 California Facilities. With the exceptions of paragraphs 4.1.d and 4.1.e, these provisions do not
27 apply to Defendant’s Distribution Center and paragraphs 4.1.d and 4.1.e only apply to
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1 Defendant's Distribution Center with regards to product being transported to or from one of
2 Defendant's other California Facilities.

3 4.1.a. Defendant shall not dispose, or cause the disposal of, any hazardous waste at a point
4 in violation of Health & Safety Code Section 25189 and 25189.2, including, without limitation, to
5 any trash compactor, dumpster, drain, sink, or toilet at any of the California Facilities, or onto the
6 surface or subsurface of the ground at any unauthorized location, or at a landfill or transfer station
7 not authorized to receive hazardous waste.

8 4.1.b. Defendant shall determine, at each California Facility, if a generated waste is a
9 "hazardous waste," including but not limited to items returned by customers and wastes generated
10 at its facilities as a result of a spill, container breakage or other means rendering the product not
11 usable for its intended purpose, to the extent required by California Code of Regulations, Title 22,
12 Section 66262.11 and California Code of Regulations, Title 22, Section 66260.200.

13 4.1.c. Defendant shall manage every hazardous waste so identified pursuant to paragraphs
14 4.1.a., and 4.1.b in accordance with the requirements of Chapter 6.5 of the Health and Safety
15 Code and its implementing regulations in the California Code of Regulations, Title 22.

16 4.1.d. Defendant shall not transport, transfer custody of, or cause to be transported, any
17 hazardous waste unless the transporter is properly licensed and registered to do so, to the extent
18 required by Health & Safety Code Section 25163, if applicable.

19 4.1.e. Defendant shall not transport, or cause to be transported, any hazardous waste to a
20 location in violation of Health & Safety Code Section 25189.5, if applicable.

21 4.1.f. Defendant shall cause the lawful and timely disposal of all accumulated hazardous
22 waste from each California Facility within the time period required by California Code of
23 Regulations, Title 22, Section 66262.34 or other law.

24 4.1.g Defendant shall timely cause to be prepared and filed with the Department of Toxic
25 Substance Control ("DTSC") a hazardous waste manifest for all hazardous waste that is
26 transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or
27 any combination thereof, as provided by Health & Safety Code Section 25160(b)(3) and
28 California Code of Regulations, Title 22, Section 66262.23.

1 4.1.h. Defendant or Defendant's designated contractor shall contact the transporter and/or
2 the owner or operator of the designated facility which was to receive any hazardous waste to
3 determine the status of the hazardous waste in the event of non-receipt of a copy of the manifest
4 with the handwritten signature of the owner or operator of the designated facility within thirty-
5 five (35) days of the date the waste was accepted by the initial transporter, as provided by
6 California Code of Regulations, Title 22, Section 66262.42. Defendant shall timely notify the
7 DTSC by causing to be filed an exception report concerning the failure of the treatment, storage,
8 or disposal facility to return any executed manifest.

9 4.1.i. Defendant shall not treat, store, dispose of, transport, or offer for transportation, any
10 hazardous waste without having received and used a proper identification number from the U.S.
11 Environmental Protection Agency or DTSC, for the originating facility, to the extent required by
12 Title 22 of the California Code of Regulations Section 66262.12, subdivision (a).

13 4.1.j. Defendant shall maintain a program for the lawful storage, handling and
14 accumulation of hazardous waste, and for the lawful segregation of hazardous-waste items that
15 are in leaking containers, to the extent required by Health & Safety Code Section 25123.3 and
16 California Code of Regulations, Title 22, Sections 66262.34, 66265.173 and 66265.177.

17 4.1.k. Defendant shall maintain properly designated and designed hazardous waste storage
18 areas, which include the segregation of hazardous wastes, and shall conduct weekly inspections of
19 hazardous waste storage areas, at each California Facility, to the extent required by California
20 Code of Regulations, Title 22, Sections 66262.34 and 66265.174.

21 4.1.l. Defendant shall comply with all applicable employee training obligations required by
22 California Code of Regulations, Title 22, Section 66265.16, pertaining to the management of
23 hazardous waste, including, but not limited to, retention of training records for any requisite time
24 period for current and former employees. In addition, Defendant shall establish and maintain an
25 employee training program designed to enhance employee awareness of any applicable regulatory
26 or statutory changes in environmental compliance requirements, including changes in Chapters
27 6.5 and 6.95 of Division 20 of the Health & Safety Code, and of any applicable corresponding
28 changes in Defendant's environmental compliance program(s).

1 4.1.m. Defendant shall, at each California Facility, continuously implement, maintain, and
2 submit to the respective Unified Program Agency (as defined in Health and Safety Code Section
3 25501), a complete hazardous materials business plan if required by Health and Safety Code
4 Sections 25505 and 25508 and California Code of Regulations, Title 19, Section 2729, as
5 applicable. Each required hazardous materials business plan shall include procedures for
6 emergency response to a release or threatened release of hazardous materials, as required by
7 Health and Safety Code Section 25507. Such plan shall also include an employee training
8 program that meets the requirements of Health and Safety Code Section 25505, subdivision (a),
9 and California Code of Regulations, Title 19, Section 2732.

10 4.1.n. Defendant shall, upon discovery, immediately verbally report any release or
11 threatened release of a reportable quantity of any hazardous material from any California Facility
12 into the environment, to the extent required by Health and Safety Code Section 25510 and its
13 implementing regulations.

14 4.1.o. Defendant shall keep a copy of each manifest signed to the extent required by Title
15 22 of the California Code of Regulations Section 66262.23(a), for three (3) years, or until the
16 generator received a signed copy from the designated facility which received the hazardous
17 waste, to the extent required by California Code of Regulations, Title 22, Section 66262.40(a).

18 4.1.p. Defendant shall manage, mark, and store universal waste in compliance with the
19 standards for universal waste management found in California Code of Regulations, Title 22,
20 Sections 66273.1 et seq., as applicable. In the alternative, Defendant may manage such waste as
21 hazardous waste in accordance with the applicable requirement of Chapter 6.5 of the Health and
22 Safety Code and its implementing regulations in the California Code of Regulations, Title 22,
23 including, but not limited to, Section 66262.34.

24 4.1.q. Defendant shall comply with the California Medical Waste Management Act,
25 Health and Safety Code Sections 117600, et seq., as applicable.

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1 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS,**
2 **COSTS, AND ENHANCED ENVIRONMENTAL COMPLIANCE EFFORTS**

3 In consideration of Defendant's efforts to implement an enhanced company-wide retail
4 store hazardous waste program, as set forth in paragraph 5.3, Defendant shall, in accordance with
5 this Final Judgment, pay Civil Penalties, fund the Supplemental Environmental Projects provided
6 for in this Final Judgment, and pay costs, in the total amount of THREE HUNDRED SEVEN
7 THOUSAND DOLLARS (\$307,000.00). Said payments may be made by business or cashier's
8 check and shall be made as set forth in paragraphs 5.1, 5.2, and 5.4 below. Within twenty-one
9 (21) business days following the entry of this Final Judgment, Defendant shall deliver all required
10 payments to the District Attorney's Office for the County of Yolo, Attention: David J. Irey,
11 Assistant Chief Deputy District Attorney, for distribution pursuant to the terms of this Final
12 Judgment.

13 **5.1 Civil Penalties**

14 Defendant shall pay ONE HUNDRED TWENTY-SIX THOUSAND DOLLARS
15 (\$126,000.00) as civil penalties pursuant to Health and Safety Code Sections 25189 and 25515,
16 and Business and Professions Code Section 17206, to the prosecuting agencies/regulatory
17 agencies identified in, and in accordance with the terms of, **Exhibits B-1 and B-2**, attached.

18 **5.2 Supplemental Environmental Projects**

19 Defendant shall pay ONE HUNDRED TWENTY-SIX THOUSAND DOLLARS
20 (\$126,000.00) for supplemental environmental projects identified in, and in accordance with the
21 terms of, **Exhibit C**, attached.

22 **5.3 Enhanced Environmental Compliance Efforts**

23 Defendant shall implement an enhanced hazardous waste compliance program for all of its
24 California retail stores identified in Exhibit A (excluding Defendant's Distribution Center), that
25 incorporates the following:

26 (1) Implement enhancements to Defendant's electronic scanning devices providing real-
27 time guidance to store employees regarding the proper management of hazardous waste at the
28 store level. Defendant shall commit reasonable efforts to complete the implementation of such

1 enhancements within nine (9) months after the effective date of this Final Judgment, or as soon
2 thereafter as possible through Defendant's reasonable efforts, and Defendant shall continue the
3 use of such electronic scanning devices for a period of five (5) years after the effective date of
4 this Final Judgment; and

5 (2) For a period of five (5) years after the effective date of this Final Judgment, designate
6 one (1) additional full-time employee, or equivalent, as responsible for environmental, health,
7 regulatory and safety compliance assurance at Family Dollar's California Facilities ("Full-Time
8 Employee"). This Full-Time Employee may be employed by Defendant or a Defendant affiliate,
9 subsidiary or parent and may be employed in Defendant's locations within or outside of
10 California. It is recognized that the Full-Time Employee may also have other responsibilities,
11 including without limitation, environmental, health, regulatory and safety matters not related to
12 hazardous waste. Defendant shall make good faith efforts to continually staff this position, but it
13 is recognized that there may be an occasional vacancy due to staffing transitions or other staffing
14 interruptions.

15 **5.4 Reimbursement for Costs of Investigation and Enforcement**

16 Defendant shall pay FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) for
17 reimbursement of attorney's fees, costs of investigation, and other costs of enforcement, to the
18 entities identified in, and in accordance with the terms of, **Exhibits D-1 and D-2**, attached.

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

20 Subject to the terms of paragraph 15, the People may move this Court for additional relief
21 for any violation of any provision of this Final Judgment including, but not limited to, contempt,
22 additional injunctive provisions, or additional penalties consistent with the provisions of this
23 Final Judgment. Unless otherwise set forth herein, nothing in this Final Judgment shall limit any
24 rights of the People to seek any other relief or remedies provided by law, or limit the rights of
25 Defendant to defend against any request by the People for such other relief or remedies.

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

27 **7.1** This Final Judgment is a final and binding resolution and settlement of all claims,
28 violations or causes of action expressly alleged by the People in the Complaint, or claims that

1 could have been asserted within the scope of the allegations set forth in the Complaint (“Covered
2 Matters”), against Defendant and its subsidiaries, affiliates and corporate parents, and each of
3 their subsidiaries, affiliates and parents, California Facilities, successors, heirs, assigns, and each
4 of their respective officers, directors, shareholders, partners, employees, agents, representatives,
5 managers, property owners, and facility operators (“Entities Covered by Final Judgment”). The
6 People further covenant not to sue the Entities Covered by Final Judgment for any Covered
7 Matter. Any claim, violation, or cause of action that is not a Covered Matter is a “Reserved
8 Claim.” Reserved Claims include, without limitation, any violation that occurs after the Court's
9 entry of this Final Judgment. The People reserve the right to pursue any Reserved Claim, and
10 Defendant reserves its defenses against any Reserved Claim.

11 **7.2** Any claims or causes of action by the People against Defendant for performance of
12 cleanup, corrective action, or response action for any actual past or future release, spill, or
13 disposal of hazardous waste, hazardous substances or universal waste, that is caused or
14 contributed to by Defendant at or from its California Facilities, and any claims or causes of action
15 for performance of cleanup, corrective action, or response action relating to Defendant’s disposal
16 of the same that are discovered by the People after execution of this Agreement are Reserved
17 Claims. For purposes of this Final Judgment, the term “release” includes, but is not limited to,
18 any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping,
19 leaching, dumping, or disposing into the environment.

20 **7.3** In any subsequent action that may be brought by the People based on any Reserved
21 Claim, Defendant agrees that it will not assert that failing to pursue the Reserve Claim(s) as part
22 of this action constitutes claim splitting. This paragraph does not affect any statute of limitations,
23 if any, which may be applicable to any Reserved Claim(s) otherwise excluded from this Final
24 Judgment and does not prohibit Defendant from asserting any statute of limitations or other legal
25 or equitable defenses that may be applicable to any Reserved Claim (s).

26 **7.4** In the event litigation is filed by an entity or person that is not a party to this action
27 against one or more Entities Covered by Final Judgment arising out of or related to a Covered
28 Matter, Defendant may, within thirty (30) days following service of such litigation, notify the

1 People of such litigation. Upon such timely notice, the People will undertake a good faith effort
2 to determine whether the subsequent litigation is barred by the terms of this Final Judgment and
3 the principle of *res judicata*. If the People determine that the subsequent litigation is barred by
4 the terms of this Final Judgment and the principle of *res judicata*, the People may appear in
5 person or in writing in such subsequent litigation to explain the People's view of the effect of this
6 Final Judgment on such litigation and the People will not oppose Defendant in arguing that the
7 subsequent litigation is barred by the principle of *res judicata*. No language in this paragraph will
8 preclude Defendant from asserting in any subsequent litigation any and all applicable legal and
9 equitable defenses regarding compliance with any provision in this Final Judgment or the laws or
10 regulations cited in this Final Judgment or cited in the Complaint, including, but not limited to,
11 *res judicata*.

12 7.5 The provisions of paragraph 7.1 are effective on the date of entry of the Final
13 Judgment. The continuing effect of paragraph 7.1 is expressly conditioned on Defendant's full
14 payment of the amounts due under this Final Judgment.

15 7.6 Paragraph 7.1 does not limit the ability of the People to enforce the terms of this Final
16 Judgment, nor the Defendant's right to contest any such enforcement.

17 7.7 Defendant covenants not to pursue any civil or administrative claims against the People
18 or against any agency of the State of California, any county or city in the State of California or
19 any CUPA, Participating Agency or local agency, or against any of their officers, employees,
20 representatives, agents or attorneys (collectively "Agencies"), arising out of or related to any
21 Covered Matter; provided, however, that if any Agencies initiate claims against Defendant,
22 Defendant reserves any and all rights, claims, demands and defenses against such Agencies.

23 7.8 Any event that is beyond the control of Defendant and that prevents it from timely
24 performing any obligation under paragraphs 4 and 5 of this Final Judgment, despite its best
25 efforts to fulfill that obligation, is a "force majeure" event. The requirement that Defendant
26 exercise its "best efforts to fulfill the obligation" includes the requirement that Defendant use its
27 best efforts to anticipate any potential force majeure event and use best efforts to address the
28 effects of any potential force majeure event: (1) as it is occurring, and (2) following the force

1 majeure event, such that the delay is minimized to the greatest extent possible. "Force majeure"
2 does not include financial inability to fund or complete the obligation.

3 **8. NOTICE**

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

5 For the People:

6 Celeste Kaisch
7 Deputy District Attorney
8 San Joaquin County District Attorney's Office
9 222 E. Weber Ave., Room 202
10 Stockton, CA 95202

11 *and*

12 David J. Irely
13 Assistant Chief Deputy District Attorney
14 Yolo County District Attorney's Office
15 301 Second Street
16 Woodland, CA 95695

17 For Defendant:

18 William A. Old
19 Chief Legal Officer and Corporate Secretary
20 Family Dollar, Inc.
21 500 Volvo Parkway
22 Chesapeake, VA 23320
23 wold@dollartree.com

24 *With a copy to:*

25 Ted Wolff
26 Manatt, Phelps & Phillips LLP
27 7 Times Square
28 New York, NY 10036
twolff@manatt.com

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

1 electronic mail is sent if sent before 5 p.m. to the electronic mail addresses of the designated
2 recipients for notice concurrent with sending the notice by overnight mail.

3 **9. EFFECT OF FINAL JUDGMENT**

4 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is
5 intended nor shall it be construed to preclude the People, or any Agencies, from exercising its
6 authority under any law, statute or regulation. Except as expressly provided in this Final
7 Judgment, Defendant retains all of its defenses to the exercise of the aforementioned authority.

8 **10. LIABILITY OF THE PEOPLE**

9 The People shall not be liable for any injury or damage to any person or property resulting
10 from any act or omission by Defendant, or any of its directors, officers, employees, agents,
11 representatives or contractors, in carrying out activities pursuant to this Final Judgment, nor shall
12 the People be held as a party to or guarantor of any contract entered into by Defendant, its
13 directors, officers, employees, agents, representatives or contractors, in carrying out the
14 requirements of this Final Judgment.

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

16 The failure of the People to enforce any provision of this Final Judgment shall neither be
17 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The
18 failure of the People to enforce any such provision shall not preclude it from later enforcing the
19 same or any other provision of this Final Judgment, subject to paragraph 23. Except as expressly
20 provided in this Final Judgment, Defendant retains all defenses allowed by law to any such later
21 enforcement. No oral advice, guidance, suggestions or comments by employees or officials of
22 any Party regarding any provisions of this Final Judgment shall be construed to relieve any Party
23 of its obligations under this Final Judgment.

24 **12. FUTURE REGULATORY CHANGES**

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

3 **13. APPLICATION OF FINAL JUDGMENT**

4 This Final Judgment shall apply to and be binding upon the People and upon Defendant and
5 its officers, directors, managers, employees, agents, successors and assigns. Nothing in this Final
6 Judgment shall create personal liability for Defendant's officers, directors, shareholders, partners,
7 employees, agents, representatives, managers, property owners or facility operators in their
8 individual capacity.

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

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

13 **15. CONTINUING JURISDICTION**

14 The Court shall retain continuing jurisdiction to enforce the terms of this Final Judgment
15 and to address any other matters arising out of or regarding this Final Judgment. The Parties shall
16 meet and confer at least ten (10) days prior to the filing of any application or motion relating to
17 this Final Judgment or taking of any other actions regarding a Reserved Claim, and shall
18 negotiate in good faith in an effort to resolve any dispute without judicial intervention, including,
19 without limitation, any matter arising under paragraph 6 of this Final Judgment; provided,
20 however, that the ten (10) day period referenced above shall be shortened to five (5) days
21 regarding any alleged violation of paragraph 4.1.a. of this Final Judgment. If the Parties are
22 unable to resolve their dispute after meet-and-confer discussions, any Party may move this Court
23 seeking a resolution of that dispute by the Court or pursue any other action specifically authorized
24 for a Reserved Claim.

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

26 On reasonable written notice, Defendant shall produce to any duly authorized representative
27 of the People's records and documents that are reasonably necessary to determine compliance
28 with the terms of this Final Judgment and that are responsive to a reasonably specific document

1 request. Nothing in this paragraph is intended to require access to or production of any
2 documents that are protected from production or disclosure by the attorney-client privilege,
3 attorney work product doctrine, any other applicable privilege, defense, exemption, or immunity
4 afforded to Defendant under applicable law, nor does it waive any of the objections or defenses to
5 which Defendant would be entitled in responding to requests for documents made by subpoena or
6 other formal legal process or discovery. This obligation shall not require Defendant to alter its
7 normal document-retention policies (including, but not limited to, policies regarding backup tapes
8 for electronic documents); provided, however, that Defendant's policies must comply with Health
9 and Safety Code Chapters 6.5 and 6.95; Health and Safety Code Sections 117600, *et seq.*; Civil
10 Code Sections 56, *et seq.* and their implementing regulations as applicable, to the extent those
11 provisions apply to Defendant's California Facilities. The Parties agree that Defendant may not
12 be deemed in violation of this paragraph for failure to maintain such records unless Defendant
13 fails to exercise reasonable diligence in administering this record retention requirement. Nothing
14 in this paragraph is intended to limit the authority of any governmental agency to inspect
15 Defendant or its records and documents under applicable law.

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

17 Defendant shall make no request of the People to pay its attorney's fees, expert witness fees
18 and costs, and all other costs of litigation and investigation incurred to date in connection with
19 any Covered Matters in this Final Judgment.

20 **18. INTERPRETATION**

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

24 **19. COUNTERPART SIGNATURES**

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

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1 **20. INTEGRATION**

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

5 **21. MODIFICATION OF FINAL JUDGMENT**

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

8 **22. STATUS REPORTS**

9 Beginning six (6) months after entry of this Final Judgment, for as long as this Final
10 Judgment remains in effect, Defendant shall submit an annual status report to the People's
11 representative listed in Section 8 above. The status report shall: (1) briefly summarize the
12 actions that Defendant has taken at the corporate level during the previous year in order to
13 comply with its obligations under this Final Judgment, including a summary of the expenditures
14 made by Defendant to implement the programs described in Section 5.3 during the reporting
15 period; (2) disclose and provide copies of any notices of violation, pertaining to any Covered
16 Matters, that Defendant has received pertaining to environmental matters at its California
17 Facilities, and disclose any corrective measures taken as a result; and (3) set forth any penalties
18 Defendant has paid to any governmental agency for alleged noncompliance with any of the
19 aforementioned environmental statutes or regulations arising from its California Facilities. Each
20 status report shall be signed by an officer or corporate level manager of Defendant authorized by
21 Defendant to sign under penalty of perjury that to the best of his or her knowledge based on
22 information and belief and after reasonable investigation the information contained therein is true
23 and correct.

24 Provided further that beginning one (1) year after entry of this Final Judgment and for as
25 long as this Final Judgment remains in effect, Defendant shall, at the People's reasonable request,
26 meet on an annual basis to discuss the status of Defendant's compliance efforts, and review any
27 evidence the People have obtained regarding Defendant's alleged non-compliance with the Final
28 Judgment.

1 **23. TERMINATION OF FINAL JUDGMENT**

2 At any time after this Final Judgment has been in effect for five (5) years, and Defendant
3 has paid any and all amounts due under the Final Judgment, any party may provide notice to the
4 Court (which shall be served on all parties) that Defendant’s obligations under this Final
5 Judgment, including without limitation the injunctive provisions of this Final Judgment should
6 expire and have no further force and effect (“Notice of Termination”). Such obligations will be
7 of no further force or effect sixty (60) days thereafter, unless the People file a motion contesting
8 the expiration of such obligations within forty (40) days of receipt of the Notice of Termination.
9 In the event that such motion is filed, none of the injunctive provisions of the Final Judgment
10 contested in the People’s motion will terminate pending the Court’s ruling on the motion. The
11 People reserve the right to contest termination exclusively on the grounds that Defendant has not
12 substantially complied in all material respects with the injunctive provisions of paragraph 4.1 of
13 the Final Judgment, and to offer any evidence relevant to such motion. Defendant reserves its
14 rights to respond to any ground raised in the People’s motion and to offer any evidence relevant
15 to such motion. Defendant’s obligations in the Final Judgment will expire and be of no further
16 force or effect unless the Court (upon consideration of the Parties’ pleadings and arguments, if
17 any) determines that the expiration of the provision at issue would not be in the interest of justice,
18 because Defendant has not substantially complied in material respects with the provisions of
19 paragraph 4.1 of the Final Judgment. The termination of the injunctive provisions of the Final
20 Judgment shall have no effect on Defendant’s obligation to comply with the requirements
21 imposed by statute, regulation, ordinance, or law.

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IT IS SO STIPULATED.

FOR THE PEOPLE:

TORI VERBER SALAZAR, District Attorney
County of San Joaquin, State of California

DATED: 3/21/16

By: 
CELESTE KAISCH
Deputy District Attorney

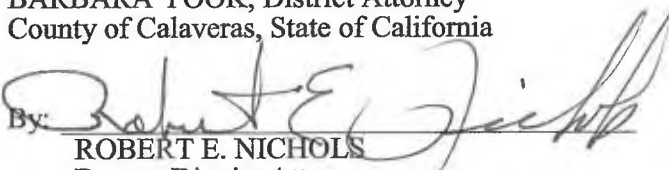
JEFF W. REISIG, District Attorney
County of Yolo, State of California

DATED: 3/24/16

By: 
DAVID J. IREY
Assistant Chief Deputy District Attorney

BARBARA YOOK, District Attorney
County of Calaveras, State of California

DATED: 3/17/16

By: 
ROBERT E. NICHOLS
Deputy District Attorney

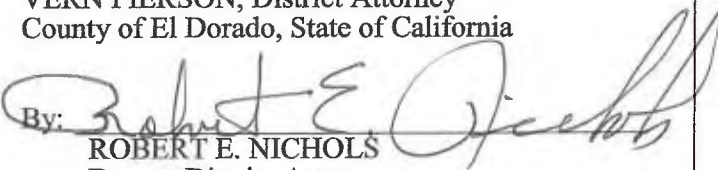
JAN GOLDSMITH, City Attorney
City of San Diego, State of California

DATED: _____

By: _____
MICHAEL R. HUDSON
Deputy City Attorney

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

DATED: 3/17/16

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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IT IS SO STIPULATED.

FOR THE PEOPLE:

TORI VERBER SALAZAR, District Attorney
County of San Joaquin, State of California

DATED: _____

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Deputy District Attorney

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County of Yolo, State of California

DATED: _____

By: _____
DAVID J. IREY
Assistant Chief Deputy District Attorney

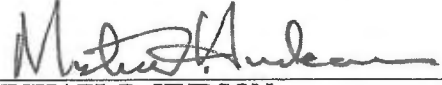
BARBARA YOOK, District Attorney
County of Calaveras, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3-10-16

By: 
MICHAEL R. HUDSON
Deputy City Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: 3-10-16

By: *Edith W. Treviso*
EDITH W. TREVISO
Chief of Financial Crimes

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

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy District Attorney

KEITH FAGUNDES, District Attorney
County of Kings, State of California

DATED: _____

By: _____
KEITH FAGUNDES
District Attorney

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

DATED: _____

By: _____
ELISE A. RUDEN
Deputy City Attorney

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

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

DAVID LINN, District Attorney
County of Madera, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
EDITH W. TREVISO
Chief of Financial Crimes

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County of Kern, State of California

DATED: 3/10/16

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Deputy District Attorney

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County of Kings, State of California

DATED: _____

By: _____
KEITH FAGUNDES
District Attorney

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City of Los Angeles, State of California

DATED: _____

By: _____
ELISE A. RUDEN
Deputy City Attorney

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

DATED: 3/10/2016

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

DAVID LINN, District Attorney
County of Madera, State of California

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
EDITH W. TREVISIO
Chief of Financial Crimes

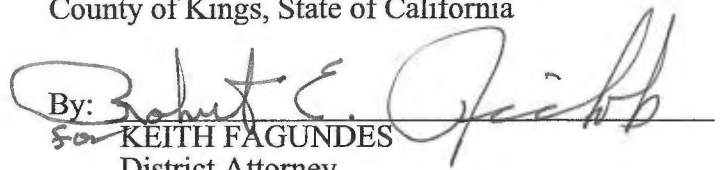
LISA S. GREEN, District Attorney
County of Kern, State of California

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy District Attorney

KEITH FAGUNDES, District Attorney
County of Kings, State of California

DATED: 3/17/16

By: 
KEITH FAGUNDES
District Attorney

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

DATED: _____

By: _____
ELISE A. RUDEN
Deputy City Attorney

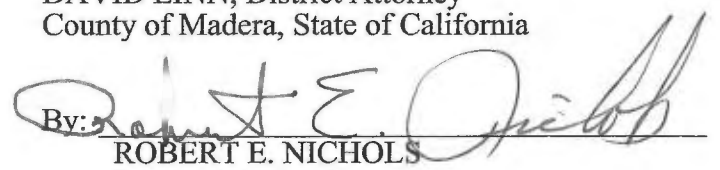
JACKIE LACEY, District Attorney
County of Los Angeles, State of California

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

DAVID LINN, District Attorney
County of Madera, State of California

DATED: 3/17/16

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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LISA A. SMITTCAMP, District Attorney
County of Fresno, State of California

DATED: _____

By: _____
EDITH W. TREVISO
Chief of Financial Crimes

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

DATED: _____

By: _____
JOHN T. MITCHELL
Deputy District Attorney

KEITH FAGUNDES, District Attorney
County of Kings, State of California

DATED: _____

By: _____
KEITH FAGUNDES
District Attorney

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

DATED: March 11, 2016

By: _____
ELISE A. RUDEN
Deputy City Attorney

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

DATED: _____

By: _____
DANIEL J. WRIGHT
Deputy District Attorney

DAVID LINN, District Attorney
County of Madera, State of California

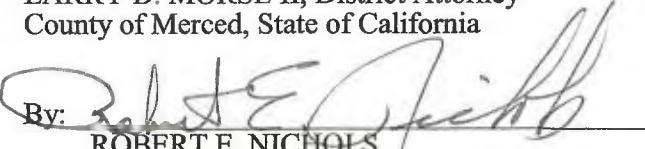
DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

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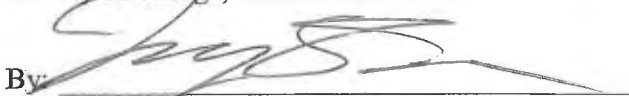
LARRY D. MORSE II, District Attorney
County of Merced, State of California

DATED: 3/17/16

By: 
ROBERT E. NICHOLS
Deputy District Attorney

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

DATED: 3/24/16

By: 
WILLIAM G. FALLON
Deputy District Attorney

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

DATED: _____

By: _____
JANE CRUE
Deputy District Attorney

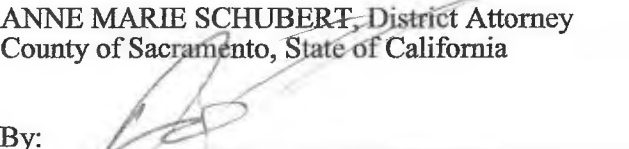
MIKE HESTRIN, District Attorney
County of Riverside, State of California

DATED: 3/25/16

By: 
DALE HOY
Deputy District Attorney

ANNE MARIE SCHUBERT, District Attorney
County of Sacramento, State of California

DATED: 3/27/16

By: 
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: _____

By: _____
ROBERT E. NICHOLS
Deputy District Attorney

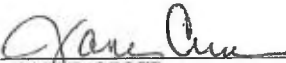
TONY RACKAUCKAS, District Attorney
County of Orange, State of California

DATED: _____

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

DATED: 3/10/16

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County of Riverside, State of California

DATED: _____

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DATED: _____

By: _____
DOUGLAS WHALEY
Supervising Deputy District Attorney

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

DATED: 3/10/16

By: 
DANIEL LOUGH
Deputy District Attorney

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

DATED: _____

By: _____
BETSY MCCLUTCHEY
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

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

DATED: _____

By: _____
RICHARD B. MURY, III
Deputy District Attorney

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

DATED: _____

By: _____
DARLA KAISER
Deputy District Attorney

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

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MICHAEL A. RAMOS, District Attorney
County of San Bernardino, State of
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DATED: _____

By: _____
DANIEL LOUGH
Deputy District Attorney

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

DATED: 3/10/2016

By: 
BETSY MCCLUTCHEY
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

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

DATED: _____

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

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By: _____
DARLA KAISER
Deputy District Attorney

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

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

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

DATED: _____

By: _____
BETSY MCCLUTCHEY
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: 3/16/16

By: *Diane Newman*
DIANE NEWMAN
Deputy District Attorney

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

DATED: _____

By: _____
RICHARD B. MURY, III
Deputy District Attorney

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

DATED: _____

By: _____
DARLA KAISER
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GREGORY D. TOTTEN, District Attorney
County of Ventura, State of California

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

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

DATED: _____

By: _____
DANIEL LOUGH
Deputy District Attorney

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

DATED: _____

By: _____
BETSY MCCLUTCHEY
Deputy District Attorney

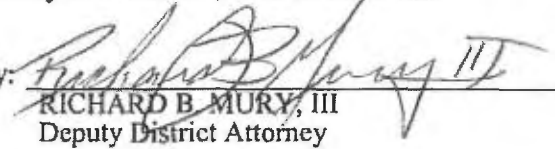
KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

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

DATED: 3-15-16

By: 
RICHARD B. MURY, III
Deputy District Attorney

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

DATED: _____

By: _____
DARLA KAISER
Deputy District Attorney

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

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

DATED: _____

By: _____
DANIEL LOUGH
Deputy District Attorney

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

DATED: _____

By: _____
BETSY MCCLUTCHEY
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

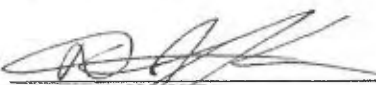
BIRGIT A. FLADAGER, District Attorney
County of Stanislaus, State of California

DATED: _____

By: _____
RICHARD B. MURY, III
Deputy District Attorney

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

DATED: 3-10-16

By: 
DARLA KAISER
Deputy District Attorney

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

DATED: _____

By: _____
MITCHELL F. DISNEY
Senior Deputy District Attorney

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

DATED: _____

By: _____
DANIEL LOUGH
Deputy District Attorney

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

DATED: _____

By: _____
BETSY MCCLUTCHEY
Deputy District Attorney

KRISHNA A. ABRAMS, District Attorney
County of Solano, State of California

DATED: _____

By: _____
DIANE NEWMAN
Deputy District Attorney

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

DATED: _____

By: _____
RICHARD B. MURY, III
Deputy District Attorney

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

DATED: _____

By: _____
DARLA KAISER
Deputy District Attorney

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

DATED: March 10, 2016

By: *Mitchell F. Disney*
MITCHELL F. DISNEY
Senior Deputy District Attorney

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FOR DEFENDANT:

DATED: March 21, 2016 By: William A. Old
WILLIAM A. OLD
Chief Legal Officer, Family Dollar, Inc.

DATED: March 21, 2016 By: William A. Old
WILLIAM A. OLD
Chief Legal Officer, Family Dollar Operations, Inc.

DATED: March 21, 2016 By: William A. Old
WILLIAM A. OLD
Chief Legal Officer, Family Dollar Services, Inc.

DATED: March 21, 2016 By: William A. Old
WILLIAM A. OLD
Chief Legal Officer, Family Dollar Trucking, Inc.

DATED: March 21, 2016 By: William A. Old
WILLIAM A. OLD
Chief Legal Officer, Family Dollar Utah DC LLC

REVIEWED AS TO FORM AND CONTENT:

DATED: 3-21-16 By: Matthew D. Williamson
MATTHEW D. WILLIAMSON
Manatt, Phelps & Phillips
Attorneys for Defendant

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IT IS SO ORDERED.

DATED: APR 11 2016

By: BARBARA A. KRONLUND
HONORABLE ~~BARBARA A. KRONLUND~~
JUDGE OF THE SUPERIOR COURT

203407789.1

EXHIBIT A

Exhibit A - California Family Dollar Facilities

	Store	Address	City	County	State	Closed Date
1	11389	3502 Spangler Lane	Copperopolis	Calaveras	CA	
2	10709	6524 Pony Express Trail	Pollock Pines	El Dorado	CA	
3	9168	1922 Clovis Avenue	Clovis	Fresno	CA	
4	10122	5301 Williamson Rd.	Firebaugh	Fresno	CA	
5	9064	2340 N Blackstone Avenue	Fresno	Fresno	CA	
6	9070	4855 E Kings Canyon Rd	Fresno	Fresno	CA	
7	9128	4819 East Olive Avenue	Fresno	Fresno	CA	
8	8776	3707 W. Shields	Fresno	Fresno	CA	
9	9129	3243 N. Cedar Ave.	Fresno	Fresno	CA	
10	10301	6380 N. Figarden Dr. # 101	Fresno	Fresno	CA	09/10/15
11	10098	3122 East Gettysburg Ave.	Fresno	Fresno	CA	
12	10180	4027 N. Marks Ave.	Fresno	Fresno	CA	
13	9223	5167 E Belmont Avenue	Fresno	Fresno	CA	
14	10435	1810 E Jensen Avenue	Fresno	Fresno	CA	
15	10403	1928 W. Olive Avenue	Fresno	Fresno	CA	
16	9213	36301 S Lasson Avenue	Huron	Fresno	CA	
17	10017	15070 W Whitesbridge Avenue	Kerman	Fresno	CA	
18	10505	1770 Draper St.	Kingsburg	Fresno	CA	
19	9077	766 Derrick Ave.	Mendota	Fresno	CA	
20	9245	1150 Park Blvd.	Orange Cove	Fresno	CA	
21	8968	885 E. Manning Avenue, Suite 2	Parlier	Fresno	CA	
22	8901	1540 E Manning Avenue	Reedley	Fresno	CA	
23	9183	21790 Colorado Avenue	San Joaquin	Fresno	CA	
24	11189	742 Academy Avenue	Sanger	Fresno	CA	
25	9204	3726 McCall Avenue	Selma	Fresno	CA	
26	9305	395 W E Street	Brawley	Imperial	CA	08/21/14
27	10238	1400 E. Main St.	Brawley	Imperial	CA	
28	10187	438 Grant Street	Calexico	Imperial	CA	08/25/14
29	9258	1111 S Fourth St	El Centro	Imperial	CA	
30	10434	308 W 5th Street	Holtville	Imperial	CA	
31	9291	2108 Hwy 86 Service Rd	Salton City	Imperial	CA	
32	10165	223 E Main Street	Westmorland	Imperial	CA	
33	8777	2110 Niles Street	Bakersfield	Kern	CA	
34	9346	333 Union Avenue	Bakersfield	Kern	CA	
35	10001	2151 S. Chester Avenue	Bakersfield	Kern	CA	
36	10086	5905 Niles Street	Bakersfield	Kern	CA	
37	10102	2677 Mt. Vernon Ave	Bakersfield	Kern	CA	
38	10186	1507 Panama Lane	Bakersfield	Kern	CA	
39	11432	26645 Twenty Mule Team Rd	Boron	Kern	CA	
40	8775	9567 California City Blvd	California City	Kern	CA	
41	8877	1990 Cecil Avenue	Delano	Kern	CA	
42	10051	919 High Street	Delano	Kern	CA	
43	9170	5500 Lake Isabella Blvd.	Lake Isabella	Kern	CA	
44	10107	2343 Highway 58	Mojave	Kern	CA	
45	9076	163 Central Valley Highway	Shafter	Kern	CA	
46	10375	1045 Kern Street	Taft	Kern	CA	
47	9307	655 Tucker Rd	Tehachapi	Kern	CA	

Exhibit A - California Family Dollar Facilities

	Store	Address	City	County	State	Closed Date
48	8818	2445 Highway 46	Wasco	Kern	CA	
49	9197	601 Skyline Blvd	Avenal	Kings	CA	
50	9214	2217 Whitley Ave.	Corcoran	Kings	CA	
51	9202	1148 N. Lemoore Avenue	Lemoore	Kings	CA	
52	10274	125 East Gladstone St.	Azusa	Los Angeles	CA	
53	10070	14431 Ramona Blvd	Baldwin Park	Los Angeles	CA	
54	11183	3705 Gage Avenue	Bell	Los Angeles	CA	
55	10140	1000 S. La Brea Ave.	Inglewood	Los Angeles	CA	
56	10626	16830 E. Avenue O	Lake Los Angeles	Los Angeles	CA	
57	10248	8338 Pearblossom Highway	Littlerock	Los Angeles	CA	
58	10469	1955 W Slauson Avenue	Los Angeles	Los Angeles	CA	
59	10296	5311 E. Olympic Blvd.	Los Angeles	Los Angeles	CA	
60	11299	1436 E. Florence Avenue	Los Angeles	Los Angeles	CA	
61	10250	3157 E. Palmdale Blvd	Palmdale	Los Angeles	CA	
62	11401	6800 Somerset Boulevard	Paramount	Los Angeles	CA	
63	10189	9170 Whittier Blvd	Pico Rivera	Los Angeles	CA	08/11/14
64	9295	1660 Indian Hill Blvd	Pomona	Los Angeles	CA	
65	10576	111 S. Pacific Avenue	San Pedro	Los Angeles	CA	
66	9201	9507 Long Beach Blvd	South Gate	Los Angeles	CA	
67	10297	3610 Firestone Blvd.	South Gate	Los Angeles	CA	
68	9158	1208 W Francisquito Avenue, Su	West Covina	Los Angeles	CA	
69	9154	403 N Azusa Avenue	West Covina	Los Angeles	CA	10/29/15
70	9121	14153 Whittier Blvd	Whittier	Los Angeles	CA	
71	10470	1342 N Avalon Boulevard	Wilmington	Los Angeles	CA	
72	9310	1440 E Yosemite Avenue	Madera	Madera	CA	
73	10593	2120 E Pacheco Blvd.	Los Banos	Merced	CA	10/22/15
74	11163	1715 Yosemite Parkway	Merced	Merced	CA	
75	10805	398 W 16th Street	Merced	Merced	CA	
76	8931	201 S Harbor Blvd	La Habra	Orange	CA	08/21/14
77	8934	3400 E Chapman Ave	Orange	Orange	CA	
78	11066	720 5th Street	Lincoln	Placer	CA	
79	9074	1481 W Ramsey Street	Banning	Riverside	CA	
80	9421	649 E. 6th Ave.	Beaumont	Riverside	CA	
81	10444	30950 Date Palm Drive	Cathedral City	Riverside	CA	09/10/15
82	10936	34600 Date Palm Dr	Cathedral City	Riverside	CA	
83	8889	49681 Harrison St	Coachella	Riverside	CA	
84	10225	52226 Harrison Street	Coachella	Riverside	CA	
85	10016	1138 W 6th Street	Corona	Riverside	CA	10/22/15
86	8996	2249 E. Florida Avenue	Hemet	Riverside	CA	
87	9099	4722 W Florida Avenue	Hemet	Riverside	CA	08/25/14
88	10018	1925 W. Florida Ave.	Hemet	Riverside	CA	09/10/15
89	10499	44491 Jackson Street	Indio	Riverside	CA	
90	10254	31281 Riverside Drive	Lake Elsinore	Riverside	CA	
91	9171	23921 Sunnymead Blvd Ste A	Moreno Valley	Riverside	CA	
92	9182	15075 Perris Blvd	Moreno Valley	Riverside	CA	
93	8917	5608 Van Buren Blvd.	Riverside	Riverside	CA	09/10/15
94	10072	9185 Magnolia Ave.	Riverside	Riverside	CA	

Exhibit A - California Family Dollar Facilities

	Store	Address	City	County	State	Closed Date
95	10501	1710 Main St.	Riverside	Riverside	CA	
96	10631	6155 Tyler Street	Riverside	Riverside	CA	
97	10557	1223 S San Jacinto Avenue	San Jacinto	Riverside	CA	
98	10695	104 N. Lincoln Way	Galt	Sacramento	CA	
99	10890	4500 Mack Road	Sacramento	Sacramento	CA	
100	10458	11545 Bartlett Avenue	Adelanto	San Bernardino	CA	
101	8999	1307 E Main St	Barstow	San Bernardino	CA	
102	9289	1831 N Rancho Avenue	Colton	San Bernardino	CA	
103	8902	8933 Sierra Avenue	Fontana	San Bernardino	CA	
104	10291	11647 Cherry Ave. # 200	Fontana	San Bernardino	CA	
105	9073	8050 Citrus Ave.	Fontana	San Bernardino	CA	
106	10794	27046 Helendale Road	Helendale	San Bernardino	CA	
107	9165	17376 Main Street Suite B	Hesperia	San Bernardino	CA	
108	10503	15385 Main Street	Hesperia	San Bernardino	CA	
109	9241	27356 Baseline Street	Highland	San Bernardino	CA	
110	9367	10144 Central Avenue	Montclair	San Bernardino	CA	08/18/14
111	8941	980 N. Mountain Ave.	Ontario	San Bernardino	CA	10/08/15
112	8808	552 W. Foothill Blvd.	Rialto	San Bernardino	CA	
113	9309	271 W Base Line Road	Rialto	San Bernardino	CA	
114	9243	677 S Riverside Ave	Rialto	San Bernardino	CA	08/27/15
115	9404	2150 N Sierra Way	San Bernardino	San Bernardino	CA	
116	10068	116 W Base Line St.	San Bernardino	San Bernardino	CA	09/10/15
117	9148	1224 W. 2nd St.	San Bernardino	San Bernardino	CA	09/17/15
118	9336	1054 W. Highland Avenue	San Bernardino	San Bernardino	CA	
119	10831	1137 W Base Line Street	San Bernardino	San Bernardino	CA	
120	11447	13247 Jones Street	Trona	San Bernardino	CA	
121	10947	6345 Adobe Rd	Twentynine Palms	San Bernardino	CA	
122	10084	5065 Logan Ave	San Diego	San Diego	CA	
123	10810	1755 Euclid Ave, Suite 101	San Diego	San Diego	CA	
124	11134	2638 Imperial Avenue	San Diego	San Diego	CA	
125	11383	3729 University Avenue	San Diego	San Diego	CA	
126	10232	1230 E Mission Rd	San Marcos	San Diego	CA	08/14/14
127	10313	943 E Vista Way	Vista	San Diego	CA	
128	10886	1281 N Santa Fe Avenue	Vista	San Diego	CA	
129	11298	505 W Harding Way	Stockton	San Joaquin	CA	
130	11092	2006 E Mariposa Road	Stockton	San Joaquin	CA	
131	11411	1001 State Highway 12	Rio Vista	Solano	CA	
132	10615	5301 Yosemite Boulevard	Modesto	Stanislaus	CA	
133	11176	1916 Crows Landing Road	Modesto	Stanislaus	CA	
134	11188	448 Paradise Road	Modesto	Stanislaus	CA	
135	9109	1030 N Alta Avenue	Dinuba	Tulare	CA	
136	8790	1425 N Farmersville Boulevard	Farmersville	Tulare	CA	
137	10251	16044 Avenue 328	Ivanhoe	Tulare	CA	
138	9212	12835 Avenue 416	Orosi	Tulare	CA	
139	10706	303 E Olive Avenue Unit C	Porterville	Tulare	CA	
140	10457	23524 Avenue 95	Terra Bella	Tulare	CA	
141	8774	1108 E. Bardsley Ave.	Tulare	Tulare	CA	

Exhibit A - California Family Dollar Facilities

	Store	Address	City	County	State	Closed Date
	142	10087 1277 N Cherry Street	Tulare	Tulare	CA	08/04/14
	143	10030 1420 W. Tulare Dr.	Tulare	Tulare	CA	
	144	9416 1610 N. Dinuba Boulevard	Visalia	Tulare	CA	
	145	10005 250 East Antelope Avenue	Woodlake	Tulare	CA	
	146	11008 803 W Ventura Street	Fillmore	Ventura	CA	
	147	10804 1260 Lake Blvd., Ste. 102	Davis	Yolo	CA	

EXHIBIT B-1

Exhibit B-1 - Civil Penalties

Agency	Civil Penalties Business and Professions §17200 Penalties	Civil Penalties Health and Safety §25500 Penalties	Civil Penalties Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00
Monterey Co. District Attorney's Office	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00
San Bernardino Co. District Attorney's Office	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
San Diego City Attorney's Office	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00
San Joaquin Co. District Attorney's Office*	\$ 20,500.00	\$ 5,000.00	\$ 2,500.00	\$ 28,000.00
Yolo Co. District Attorney's Office	\$ 20,500.00	\$ 5,000.00	\$ 2,500.00	\$ 28,000.00
Totals - Civil Penalties	\$ 86,000.00	\$ 10,000.00	\$ 5,000.00	\$ 101,000.00
*SAN JOAQUIN: Business and Professions Code § 17200 Penalties shall be paid to the "Treasurer of San Joaquin County". Penalties allocated to Health and Safety Code § 25189 shall be paid to the "San Joaquin Co. District Attorney's Office". Penalties allocated to Health and Safety Code § 25500 shall be paid to the "San Joaquin Co. District Attorney's Office".				
Pursuant to Government Code section 26506, any civil penalties recovered in a civil action "brought jointly in the name of the People of the State of California by the Attorney General, one or more district attorneys, or by one or more city attorneys, or any combination thereof, shall be paid as approved by the court."				

EXHIBIT B-2

Exhibit B-2 - Civil Penalties

Agency	Civil Penalties - Health and Safety §25515.2 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Regulatory Agencies
Department of Toxic Substances Control	\$ -	\$ 10,000.00	\$ 10,000.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 1,750.00	\$ 1,250.00	\$ 3,000.00
San Diego Co. - Dept. of Environmental Health	\$ 1,750.00	\$ 1,250.00	\$ 3,000.00
San Joaquin Co. - Environmental Health Department	\$ 6,500.00	\$ 2,500.00	\$ 9,000.00
Total - Agency Civil Penalties	\$ 10,000.00	\$ 15,000.00	\$ 25,000.00

EXHIBIT C

Exhibit C – Supplemental Environmental Projects

1. Environmental Protection Prosecution Fund. FAMILY DOLLAR shall provide the amount of Twenty Thousand Dollars (\$20,000.00) to be used by the Craig Thompson Environmental Protection Prosecution Fund (“CTEPP Fund”) for purposes consistent with the mission of the CTEPP Fund.

2. CUPA Forum Environmental Protection Trust Fund. FAMILY DOLLAR shall provide the amount of Twenty-Six Thousand Dollars (\$26,000.00) to the CUPA Forum Environmental Protection Trust Fund, which is administered and to be used by the California Certified Unified Program Agency (CUPA) Forum, for purposes consistent with the mission of the Trust for the CUPA Forum.

3a. California District Attorneys Association Environmental Project.*

FAMILY DOLLAR shall provide the amount of Ten Thousand Dollars (\$10,000.00) to be used by the California District Attorneys Association Environmental Project for the purposes of providing training consistent with the objectives of the Environmental Project.

3b. California District Attorneys Association Statewide Circuit Prosecutor Project

FAMILY DOLLAR shall provide the amount of Six Thousand Dollars (\$6,000.00) to be used by the California District Attorneys Association Statewide Circuit Prosecutor Project for the purposes of providing training consistent with the objectives of the Statewide Circuit Prosecutor Project.

4. Cal CUPA Forum Target Training Funding.

- a. FAMILY DOLLAR shall provide the total amount of Four Thousand Five Hundred Dollars (\$4,500.00) to the California Certified Unified Program Agency (Cal CUPA

Forum) to be used by the Alameda County District Attorney to fund enforcement training programs for their local environmental enforcement personnel.

- b. FAMILY DOLLAR shall provide the total amount of Four Thousand Five Hundred Dollars (\$4,500.00) to the California Certified Unified Program Agency (Cal CUPA Forum) to be used by the Fresno County District Attorney and the Fresno County Community Health Department to fund enforcement training programs for their local environmental enforcement personnel.
- c. FAMILY DOLLAR shall provide the total amount of Four Thousand Five Hundred Dollars (\$4,500.00) to the California Certified Unified Program Agency (Cal CUPA Forum) to be used by the Kern County District Attorney, Bakersfield City Fire Department and the Kern County Environmental Health Services Department to fund enforcement training programs for their local environmental enforcement personnel.
- d. FAMILY DOLLAR shall provide the total amount of Four Thousand Five Hundred Dollars (\$4,500.00) to the California Certified Unified Program Agency (Cal CUPA Forum) to be used by the Los Angeles County District Attorney to fund enforcement training programs for their local environmental enforcement personnel.
- e. FAMILY DOLLAR shall provide the total amount of Four Thousand Five Hundred Dollars (\$4,500.00) to the California Certified Unified Program Agency (Cal CUPA Forum) to be used by the Monterey County District Attorney and the Monterey County Environmental Health Division to fund enforcement training programs for their local environmental enforcement personnel.
- f. FAMILY DOLLAR shall provide the total amount of Four Thousand Five Hundred Dollars (\$4,500.00) to the California Certified Unified Program Agency (Cal CUPA

Forum) to be used by the Riverside County District Attorney and the Riverside County Department of Health to fund enforcement training programs for their local environmental enforcement personnel.

- g. FAMILY DOLLAR shall provide the total amount of Four Thousand Five Hundred Dollars (\$4,500.00) to the California Certified Unified Program Agency (Cal CUPA Forum) to be used by the San Bernardino County District Attorney and the San Bernardino County Fire Haz Mat to fund enforcement training programs for their local environmental enforcement personnel.
- h. FAMILY DOLLAR shall provide the total amount of Four Thousand Five Hundred Dollars (\$4,500.00) to the California Certified Unified Program Agency (Cal CUPA Forum) to be used by the San Diego City Attorney, San Diego District Attorney and the San Diego County Department of Environmental Health to fund enforcement training programs for their local environmental enforcement personnel.
- i. FAMILY DOLLAR shall provide the total amount of Four Thousand Five Hundred Dollars (\$4,500.00) to the California Certified Unified Program Agency (Cal CUPA Forum) to be used by the San Joaquin County District Attorney and the San Joaquin County Environmental Health Department to fund enforcement training programs for their local environmental enforcement personnel.
- j. FAMILY DOLLAR shall provide the total amount of Four Thousand Five Hundred Dollars (\$4,500.00) to the California Certified Unified Program Agency (Cal CUPA Forum) to be used by the Stanislaus County District Attorney and the Stanislaus Department of Environmental Resources to fund enforcement training programs for their local environmental enforcement personnel.

- k. FAMILY DOLLAR shall provide the total amount of Four Thousand Five Hundred Dollars (\$4,500.00) to the California Certified Unified Program Agency (Cal CUPA Forum) to be used by the Tulare County District Attorney and the Tulare County Environmental Health to fund enforcement training programs for their local environmental enforcement personnel.
- l. FAMILY DOLLAR shall provide the total amount of Four Thousand Five Hundred Dollars (\$4,500.00) to the California Certified Unified Program Agency (Cal CUPA Forum) to be used by the Yolo County District Attorney and the Yolo County Environmental Health to fund enforcement training programs for their local environmental enforcement personnel.

5. Department of Toxic Substances Control Training Fund. FAMILY DOLLAR shall provide the amount of Ten Thousand Dollars (\$10,000.00) for Department of Toxic Substances Control staff to attend the California Hazardous Materials Investigators Association Annual Conference, Cal CUPA Forum Annual Training Conference, The Continuing Challenge Conference, McCoy's RCRA Seminar, California Specialized Training Institute Haz Mat Technician and Specialist Training Courses, and the Western States Project Trainings and Conference. This money can include registration, travel and per diem.

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

EXHIBIT D-1

Exhibit D-1 - Costs

Agency	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 4,500.00
Fresno Co. District Attorney's Office	\$ 300.00
Kern Co. District Attorney's Office	\$ 300.00
Los Angeles Co. District Attorney's Office	\$ 300.00
Monterey Co. District Attorney's Office	\$ 3,000.00
Orange Co. District Attorney's Office	\$ 300.00
Placer Co. District Attorney's Office	\$ 300.00
Riverside Co. District Attorney's Office	\$ 300.00
Sacramento Co. District Attorney's Office	\$ 600.00
San Bernardino Co. District Attorney's Office*	\$ 1,800.00
San Diego City Attorney's Office	\$ 1,500.00
San Diego Co. District Attorney's Office	\$ 300.00
San Joaquin Co. District Attorney's Office	\$ 16,975.00
Solano Co. District Attorney's Office	\$ 300.00
Stanislaus Co. District Attorney's Office	\$ 300.00
Tulare Co. District Attorney's Office	\$ 900.00
Ventura Co. District Attorney's Office	\$ 300.00
Yolo Co. District Attorney's Office	\$ 15,000.00
Total - Prosecutor Costs	\$ 48,775.00
*SAN BERNARDINO: \$600.00 is to be allocated for SWCPP costs and distributed as such.	

EXHIBIT D-2

Exhibit D-2 - Costs

Agency	Total Costs to Agency
Sacramento Co. - Environmental Mgmt. Dept.	\$ 1,050.00
San Diego Co. - Dept. of Environmental Health	\$ 1,425.00
San Joaquin Co. - Environmental Health Department	\$ 3,450.00
Tulare Co. - Environmental Health	\$ 300.00
Total - Agency Costs	\$ 6,225.00