

Attorney General's Office
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Attorneys for Plaintiff
The People of the State of California

**ENDORSED
FILED
ALAMEDA COUNTY**
SEP 07 2011
CLERK OF THE SUPERIOR COURT
M. Hayes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

**CHEVRON U.S.A. INC., a Pennsylvania
Corporation; and CHEVRON STATIONS INC., a
Delaware Corporation,**

Defendants.

Case No. RG11593515

ASSIGNED FOR ALL PURPOSES
TO THE HONORABLE
ROBERT B. FREEDMAN,
DEPARTMENT 20

**STIPULATION FOR ENTRY
OF FINAL JUDGMENT AND
PERMANENT INJUNCTION**

Date: September 29, 2011
Time: 2:00 p.m.
Res No.: R - 1216270
Dept: 20

Action Filed: September 2, 2011

This Stipulation for Entry of Final Judgment and Permanent Injunction (“Stipulation”) is entered into between Plaintiff, the People of the State of California, and Defendants Chevron U.S.A. Inc., a Pennsylvania corporation, and Chevron Stations Inc., a Delaware corporation. Plaintiff and Defendants shall be collectively referred to herein as the “Parties” and individually as “Party.”

1 **INTRODUCTION**

2 Plaintiff, the People of the State of California (“Plaintiff”), will file its Complaint to initiate
3 this matter as a civil action, and Defendants, Chevron U.S.A. Inc. and Chevron Stations Inc.
4 (hereafter collectively “Defendants” and individually “Defendant”), will accept service of the
5 Complaint through their counsel. Plaintiff is appearing through its attorneys Kamala D. Harris,
6 Attorney General of the State of California, by Brett J. Morris, Deputy Attorney General, Paul
7 Gallegos, District Attorney of Humboldt County, by Matthew C. Maclear, Deputy District
8 Attorney, Larry D. Morse, District Attorney of Merced County, by Matthew C. Maclear, Deputy
9 District Attorney, Clifford Newell, District Attorney of Nevada County, by Matthew C. Maclear,
10 Deputy District Attorney, and Jan Scully, District Attorney of Sacramento County, by Douglas
11 Whaley, Deputy District Attorney. Defendants are appearing through their attorneys Todd
12 Littleworth and Latham & Watkins LLP, by Karl S. Lytz.

13 The Parties, after opportunity for review by their respective counsel, hereby stipulate and
14 consent to the entry by the court of Final Judgment and Permanent Injunction (“Final Judgment”)
15 on the terms set forth below.

16 **JURISDICTION**

17 The Parties stipulate and agree that the Superior Court of California, County of Alameda,
18 has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction
19 over the Parties.

20 **APPLICABILITY**

21 1. Plaintiff alleges that on or before August 1, 2011, Defendants have committed violations
22 of requirements imposed by the California Health and Safety Code and related implementing
23 regulations, county codes, local ordinances, permits or orders that govern (a) the operation and
24 maintenance of underground storage tanks (“USTs”) and UST systems and (b) the handling of
25 hazardous materials, hazardous wastes and hazardous substances generated by operation of USTs,
26 UST systems, and motor vehicle maintenance, in the State of California at Defendants’ facilities
27 identified in Exhibit A, a document which is incorporated herein by reference (hereinafter
28 collectively referred to as the “Covered Facilities”).

1 Defendants deny the allegations in that Complaint, but agree to be bound by the terms set forth in
2 this Stipulation and in the Final Judgment entered in this action.

3 2. The provisions of this Stipulation and the Final Judgment are applicable to Defendants
4 Chevron U.S.A. Inc., a Pennsylvania Corporation, and Chevron Stations Inc., a Delaware
5 Corporation; and to each of their respective: (a) subsidiaries; (b) corporate parents; (c) affiliates;
6 (d) successors and assigns; and (e) officers, directors, and any successors and assigns of
7 Defendants, subsidiaries, corporate parents, affiliates and parents of affiliates. Independent
8 contractors and subcontractors are not covered by this Stipulation or the Final Judgment except
9 for Covered Matters which were performed at the direction of Defendants.

10 3. For purposes of this Stipulation and the Final Judgment, unless otherwise specified, the
11 definitions set forth in California Health and Safety Code sections 25281 and 25281.5, Title 22 of
12 the California Code of Regulations, and Title 23 of the California Code of Regulations, sections
13 2610 and 2611, as they exist on the date of entry of this Final Judgment, shall apply to any
14 technical terms used herein.

15 4. Nothing in this Stipulation or the Final Judgment shall excuse Defendants, collectively or
16 individually, from meeting more stringent requirements which may be imposed hereafter by
17 changes in applicable and legally binding legislation, regulations, ordinances or permits.

18 5. The retail gasoline station facilities that are owned or operated by Defendants in the State
19 of California as of August 1, 2011, are listed on Exhibit B, a document which is incorporated
20 herein by reference. Exhibit B is a living document that Defendants shall keep current.
21 Commencing on the Effective Date of the Final Judgment in this matter, Defendants shall
22 promptly provide Notice to Plaintiff pursuant to Paragraph 16 below whenever any facility listed
23 on Exhibit B is sold, transferred, or closed, and shall promptly provide Notice to Plaintiff
24 pursuant to Paragraph 16 below whenever any additional retail gasoline facility in the State of
25 California comes to be owned or operated by any Defendant. The facilities listed on Exhibit B, as
26 modified to reflect changes in ownership or operation, are the "Current Facilities." All
27 requirements of this Stipulation and the Final Judgment that are applicable to the "Current
28 Facilities" shall also be applicable to each additional retail gasoline facility in the State of

1 California that comes to be owned or operated by any Defendant after the Effective Date of the
2 Final Judgment (“New Facility”). Requirements set out in statutes, regulations, permits or any
3 county code shall also be applicable as provided by law. Following Defendants’ Notice to
4 Plaintiff of acquisition of a New Facility, additional requirements imposed solely by this
5 Stipulation and the Final Judgment will become applicable to each New Facility after a
6 reasonable transition period, which shall not exceed sixty (60) days from the date of acquisition
7 of the New Facility. Requirements imposed solely by this Stipulation and the Final Judgment
8 will cease to apply to a facility only when Notice pursuant to Paragraph 16 below is received by
9 Plaintiff that the facility has been sold or transferred to an entity that has no legal relationship to
10 any Defendant. Provided such proper Notice is provided by Defendants to Plaintiff, the facility
11 will be deemed removed from the Exhibit B list of “Current Facilities.” Defendants’ retail
12 gasoline station facilities in the State of California that will have the identified civil penalty
13 liability resolved by the terms of this Stipulation are those facilities listed on Exhibit A, which are
14 facilities owned or operated by any of the Defendants on or before August 1, 2011. The
15 Defendants’ facilities listed on Exhibit A are the “Released Facilities” for purposes of civil
16 penalty liability incurred prior to August 1, 2011, pursuant to the terms set forth in this
17 Stipulation and the Final Judgment entered in this action.

18 **PERMANENT INJUNCTION**

19 **20 6. Compliance with Statutes, Regulations, and Permits**

21 Pursuant to California Health and Safety Code sections 25299.01, 25299.04, 25189,
22 subdivision (c), and 25181, and the Unfair Competition Law as set forth in California Business
23 and Professions Code section 17203, Defendants Chevron U.S.A. Inc. and Chevron Stations Inc.,
24 as of the Effective Date of the Final Judgment entered in this action, are each enjoined and
25 restrained from failing to comply with any of the following legal requirements at the Defendants’
26 Current Facilities and at any New Facility of Defendants:

27 (a) The provisions of Chapter 6.5 of Division 20 of the California Health and Safety
28 Code, and its implementing regulations, that are applicable to generators of hazardous waste and

1 local regulations under the jurisdiction of the applicable Certified Unified Program Agencies
2 (hereafter, "CUPAs").

3 (b) The provisions of Chapter 6.7 of Division 20 of the California Health and Safety
4 Code, and its implementing regulations, related to the installation, operation, modification, repair
5 or closure of underground storage tank systems and local regulations under the jurisdiction of the
6 applicable CUPAs.

7 (c) The provisions of Chapter 6.95 of Division 20 of the California Health and Safety
8 Code, and its implementing regulations, related to hazardous materials and local regulations
9 under the jurisdiction of the applicable CUPAs.

10 (d) All related regulations and county ordinances and all county and State of
11 California permits and orders based on those statutes and regulations set forth in Paragraphs 6(a),
12 (b), and (c).

13 7. **Specific Injunctive Relief at Current Facilities**

14 (a) Defendants, as of the Effective Date of the Final Judgment entered in this action,
15 collectively and individually, are enjoined and mandated to implement and to maintain the
16 "Chevron UST Compliance Assurance Initiatives" program. This Chevron UST Compliance
17 Assurance Initiatives program is an environmental management program covering environmental
18 compliance requirements at each of Defendants' Current Facilities and at any New Facility. The
19 Chevron UST Compliance Assurance Initiatives shall consist of the program components and
20 shall meet the program objectives that are more fully described in Exhibit E attached hereto and
21 incorporated by reference.

22 (b) Within sixty (60) days of the Effective Date of the Final Judgment entered in this
23 action, Defendants shall deliver to each owner and/or operator and to each Designated Operator
24 of each Current Facility a one-time communication that provides notice of this Final Judgment
25 and a summary of the compliance provisions contained in this Final Judgment. Within seventy-
26 five (75) days of the Effective Date of the Final Judgment entered in this action, Defendants shall
27 submit a certification to Plaintiff that notice of the Final Judgment and a summary of the
28 compliance provisions contained in this Final Judgment have been provided to each owner or

1 operator and to each Designated Operator of each Current Facility and provide a list of names and
2 addresses to whom the notification was sent. This communication shall be delivered by Chevron
3 to a new owner or operator following any subsequent change in the ownership or operation of any
4 Current Facility, and a copy of the notification sent to Plaintiff as provided in Paragraph 16.

5 **FINANCIAL OBLIGATIONS**

6 8. Defendants Chevron U.S.A. Inc. and Chevron Stations Inc., jointly and severally, shall
7 pay or expend a total of **TWENTY FOUR MILLION, FIVE HUNDRED THOUSAND**
8 **DOLLARS** (\$24,500,000.00) for the financial settlement obligations due pursuant to this
9 Stipulation and the Final Judgment entered in this action. The settlement payments and
10 expenditures shall be allocated as set forth in the following paragraphs, and as further specified in
11 the supporting exhibits, attached hereto and incorporated by this reference. Financial obligations
12 set forth in this Stipulation and the Final Judgment entered in this action do not affect, interfere
13 with, or prejudice any other financial obligations Defendants have pursuant to any other statutory,
14 judicial or administrative proceeding.

15 **CIVIL PENALTIES**

16 9. Defendants Chevron U.S.A. Inc. and Chevron Stations Inc., jointly and severally, shall
17 pay **SIXTEEN MILLION DOLLARS (\$16,000,000.00)** to Plaintiff as civil penalties, as
18 follows:

19 (a) **TWO MILLION DOLLARS (\$2,000,000.00)** as civil penalties to the California
20 State Water Resources Control Board for alleged violations of Chapter 6.7 of Division 20 of the
21 California Health and Safety Code, made payable to the "State Water Pollution Cleanup and
22 Abatement Account" within thirty (30) days from the Effective Date of the Final Judgment
23 entered in this action. These funds may be used by the State Water Resources Control Board, at
24 its discretion, to fund activities associated with the investigation and/or enforcement of
25 underground storage tank requirements, including those codified at Chapter 6.7 of the California
26 Health and Safety Code and its implementing regulations, and the investigation and/or protection
27 of the Underground Storage Tank Cleanup Fund. These activities may include, but are not

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1 limited to, training State and local enforcement staff, hiring State enforcement staff, expert
2 witness support, and criminal investigation development and support.

3 (b) **FIVE MILLION DOLLARS (\$5,000,000.00)** as civil penalties to the California
4 Attorney General pursuant to section 17203 of the California Business and Professions Code, for
5 alleged violations of the Unfair Competition Law, made payable to “The California Department
6 of Justice – Litigation Deposit Fund” within thirty (30) days from the Effective Date of the Final
7 Judgment entered in this action. These funds shall be administered by the California Department
8 of Justice, and shall be used by the Environment Section of the Public Rights Division of the
9 Attorney General’s Office. The payment, and any interest derived there from, shall solely and
10 exclusively augment the budget of the Attorney General’s Office as it pertains to the Environment
11 Section of the Public Rights Division and in no manner shall supplant or cause any reduction of
12 any portion of the Attorney General’s budget.

13 (c) **NINE MILLION DOLLARS (\$9,000,000.00)** as civil penalties to the District
14 Attorneys and regulatory agencies as set forth in Exhibit C attached hereto and in the amounts set
15 forth therein, for alleged violations of California statutes and regulations as set forth in Exhibit C
16 attached herein, payable as set forth in Paragraphs 9, subdivisions (c)(i) and (ii) below, with each
17 installment made payable to the designated recipient, within thirty (30) days from the Effective
18 Date of the Final Judgment entered in this action.

19 (i) **Distribution to Prosecuting Agencies:** Pursuant to the provisions of
20 California Business and Professions Code section 17206, **FIVE MILLION, ONE HUNDRED**
21 **AND FIFTY THOUSAND DOLLARS (\$5,150,000.00)** of the civil penalties assessed in this
22 matter shall be paid by Defendants Chevron U.S.A. Inc., and Chevron Stations Inc. and
23 distributed to the prosecuting agencies identified in Exhibit C attached hereto, in accordance with
24 the disbursement terms set forth in Exhibit C. Each disbursement shall be made by Defendants
25 by separate check made payable to the office of the District Attorney for each County designated
26 for each separate payment as identified in Exhibit C. These payments are due within thirty (30)
27 days of the Effective Date of the Final Judgment entered in this action.

28 / / /

1 (ii) **Distribution to Regulatory Agencies:** Pursuant to the provisions of
2 California Health and Safety Code section 25299, subdivision (h), **THREE MILLION, EIGHT**
3 **HUNDRED AND FIFTY THOUSAND DOLLARS (\$3,850,000.00)** of the civil penalties
4 assessed in this matter shall be paid by Defendants Chevron U.S.A. Inc., and Chevron Stations
5 Inc. within 30 days of the Effective Date of the Final Judgment entered in this action and
6 delivered to the California Attorney General's Office for distribution to the agencies identified in
7 Exhibit C attached hereto. Each payment for disbursement shall be made by Defendants by
8 separate check made payable to the identified agency designated for each separate payment as
9 identified in Exhibit C. The distribution of these funds by the California Attorney General's
10 Office to an agency identified in Exhibit C shall be contingent upon that agency first identifying a
11 special account and submitting to the named representative for the California Attorney General's
12 Office a declaration by an authorized representative of that agency stating that the funds
13 deposited into that identified special account pursuant to this Final Judgment shall be expended
14 only to fund the activities of that agency in enforcing Chapter 6.7 of the California Health and
15 Safety Code within the agency's jurisdiction pursuant to Chapter 6.11 of the California Health
16 and Safety Code. Each agency receiving civil penalties pursuant to this paragraph shall be served
17 by Plaintiff with a copy of the Final Judgment after it is entered by the Court. In the event a
18 regulatory agency identified in Exhibit C does not submit the declaration required by this
19 paragraph within thirty (30) calendar days of the service of the Final Judgment on that agency by
20 Plaintiff, that agency's share of the civil penalties shall be distributed to the State Water Pollution
21 Cleanup and Abatement Account in the State Water Quality Control Fund.

22 **ATTORNEYS' FEES, COSTS, AND**
23 **CY PRES ENVIRONMENTAL RESTITUTION**

24 10. Defendants Chevron U.S.A. Inc. and Chevron Stations Inc., jointly and severally, shall
25 pay **EIGHT MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000.00)** to
26 Plaintiff as costs, attorneys' fees, reimbursements, and restitution as follows:

27 (a) **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**, by check, made
28 payable to "The California Department of Justice – Attorney General's Office" as reimbursement

1 for partial recovery of investigative costs and attorneys' fees in this matter, which shall be
2 delivered to the California Attorney General within thirty (30) calendar days of the Effective Date
3 of the Final Judgment entered in this action. This payment of costs and fees shall be used by the
4 California Attorney General's Office until all funds are exhausted, for any of the following
5 purposes: (1) implementation of the Attorney General's authority to protect the environment and
6 natural resources of the State pursuant to Government Code section 12600 *et seq.* and as Chief
7 Law Officer of the State of California pursuant to Article V, section 13 of the California
8 Constitution; (2) enforcement of laws related to the preservation and protection of public health
9 and the environment from releases of stored hazardous substances including, but not limited to,
10 Chapter 6.7 of Division 20 of the California Health and Safety Code; (3) enforcement of the
11 Unfair Competition Law, Business and Professions Code section 17200 *et seq.*, as it relates to
12 protection of the environment and natural resources of the State; and (4) other environmental
13 enforcement actions which benefit the State of California and its citizens as determined by the
14 Attorney General. Such funding may be used for costs of the Attorney General's investigation,
15 filing fees and other court costs, payment to expert witnesses and technical consultants, purchase
16 of equipment, laboratory analyses, personnel costs, travel costs, and other costs to pursue the
17 investigation, prosecution, or enforcement of environmental actions investigated or initiated by
18 the Attorney General for the benefit of the State of California and its citizens.

19 (b) **THREE MILLION DOLLARS (\$3,000,000.00)**, by check, made payable to
20 Office of the District Attorney of Sacramento County, as reimbursement for partial recovery of its
21 costs of investigation, which shall be delivered to the Office of the District Attorney of
22 Sacramento County within thirty (30) calendar days of the Effective Date of the Final Judgment
23 entered in this action.

24 (c) **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)**, by three separate
25 checks, made payable to: (i) Office of the District Attorney, Merced County, in the amount of
26 \$80,000.00, as reimbursement for partial recovery of its costs of investigation, of which
27 \$50,000.00 in costs were incurred by the CDAA state wide circuit prosecutor project as attorneys'
28 fees, costs and other litigation expenses; (ii) Office of the District Attorney, Humboldt County, in

1 the amount of \$60,000.00, as reimbursement for partial recovery of its costs of investigation, of
2 which \$40,000.00 in costs were incurred by the CDAA state wide circuit prosecutor project as
3 attorneys' fees, costs and other litigation expenses; and, (iii) Office of the District Attorney,
4 Nevada County, in the amount of \$60,000.00, as reimbursement for partial recovery of its costs of
5 investigation, of which \$40,000.00 in costs were incurred by the CDAA state wide circuit
6 prosecutor project as attorneys' fees, costs and other litigation expenses. These three separate
7 checks shall be delivered to the Office of the Attorney General within thirty (30) calendar days of
8 the Effective Date of the Final Judgment entered in this action.

9 (d) **SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00)**, by
10 check, made payable to "The County of Sacramento – Environmental Management Department,"
11 to fund the Sacramento County Abandoned Well Restoration Project. This Project is more fully
12 described in Exhibit D, attached hereto and, by reference, made part of this Stipulation and Final
13 Judgment. The check shall be delivered to the Office of the Attorney General within thirty (30)
14 calendar days of the Effective Date of the Final Judgment entered in this action. The County of
15 Sacramento Environmental Management Department shall ensure that these funds are expended
16 for the purposes of the Sacramento County Abandoned Well Restoration Project, and shall, until
17 the exhaustion of these funds, provide annual reports describing the specific use of the funds and
18 describing the specific activities completed. These reports shall be submitted to Plaintiff pursuant
19 to Paragraph 16 herein.

20 (e) **TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00)**, shall
21 be expended by Defendants in Sacramento County over the five years following the Effective
22 Date of the Final Judgment entered in this action, on the implementation of Defendants' Fiberlite
23 Lid Replacement Project, which is described in Exhibit E. This Supplemental Environmental
24 Project is designed to advance the environmental goals underlying the California Health and
25 Safety Code and to improve the overall environmental health of the citizens of the State of
26 California through the replacement of manway covers at UST station sites owned or operated by
27 Defendants in Sacramento to facilitate access to and monitoring of leaks from underground
28 storage systems at their UST station sites. Defendants shall, until the exhaustion of the funds,

1 provide annual reports demonstrating the expenditure of the funds and describing the specific
2 activities completed. These reports shall be submitted to Plaintiff pursuant to Paragraph 16
3 herein.

4 (f) **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**, by check, made
5 payable to the Craig Thompson Environmental Protection Prosecution Trust Fund (“EPPF Trust”)
6 to be used for purposes consistent with the mission of the EPPF Trust. This check shall be
7 delivered to the Office of the Attorney General within 30 days of the Effective Date of the Final
8 Judgment entered in this action.

9 (g) **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**, by check, made
10 payable to the California Hazardous Material Investigators Association (CHMIA) to fund
11 scholarships for attendance and participation at training sessions presented at the California
12 Advanced Environmental Criminal Training Program (Cal-AECTP) provided through CHMIA.
13 Each of these scholarships shall cover session registration, travel, food, lodging and incidentals.
14 This check shall be delivered to the Office of the Attorney General within 30 days of the
15 Effective Date of the Final Judgment entered in this action.

16 (h) **ONE MILLION DOLLARS (\$1,000,000.00)** shall be expended by Defendants
17 over the five years following the Effective Date of the Final Judgment entered in this action, on
18 the implementation of Defendants’ Fiberlite Lid Replacement Project, which is described in
19 Exhibit E. This Supplemental Environmental Project is designed to advance the environmental
20 goals underlying the California Health and Safety Code and to improve the overall environmental
21 health of the citizens of the State of California, through the replacement of manway covers at
22 UST sites owned or operated by Defendants in California to facilitate access to and monitoring of
23 leaks from underground storage systems at their UST station sites. Defendants shall, until the
24 exhaustion of the funds, provide annual reports demonstrating the expenditure of the funds and
25 describing the specific activities completed. These reports shall be submitted to Plaintiff pursuant
26 to Paragraph 16 herein.

27 (i) **TWO MILLION DOLLARS (\$2,000,000.00)** shall be expended by Defendants
28 collectively over the five years following the Effective Date of the Final Judgment entered in this

1 action for the supplemental environmental compliance measures identified in, and in accordance
2 with, the terms of Exhibit E, attached hereto and, by this reference, made part of this Stipulation
3 and the Final Judgment entered in this action.

4 **ENFORCEMENT AND LIABILITY**
5 **FOR NONCOMPLIANCE BY DEFENDANTS**

6 11. The provisions in this Final Judgment will be enforceable only by the Parties hereto.

7 (a) If Plaintiff believes that Defendants failed to comply with any of the injunctive
8 relief provisions set forth in Paragraph 7 of this Stipulation and the Final Judgment entered in this
9 action, Plaintiff may at any time serve a Notice of Deficiency on Defendants pursuant to
10 Paragraph 16 below that, to the extent available information allows, (1) identifies the specific
11 instance and dates of non-compliance, (2) identifies proposed action(s) that Defendants might
12 take to remedy that non-compliance, if the non-compliance is alleged to be ongoing, and
13 (3) requests that Defendants remedy the non-compliance. If, after a reasonable cure period, as
14 determined by Plaintiff, Plaintiff believes that Defendants remain deficient in compliance with the
15 Final Judgment entered in this action, Plaintiff may move this Court to enjoin the actions of
16 Defendants to prevent any further violation of Paragraph 7 of this Stipulation and of the Final
17 Judgment, and/or for sanctions, contempt or other relief as provided by law for violation of the
18 Final Judgment.

19 (b) If Plaintiff believes that Defendants have failed to comply with any of the
20 injunctive relief provisions set forth in Paragraph 6 of this Stipulation and the Final Judgment
21 entered in this action, Plaintiff may at any time serve a Notice of Deficiency on Defendants
22 pursuant to Paragraph 16 below that, to the extent available information allows, (1) identifies the
23 specific instance and dates of non-compliance, (2) identifies proposed action(s) that Defendants
24 might take to remedy that non-compliance, if the non-compliance is alleged to be ongoing, and
25 (3) requests that Defendants remedy the non-compliance; provided, however, that nothing
26 contained in the provisions of this Stipulation or the Final Judgment entered in this action shall
27 require Plaintiff to serve any notice on Defendants for violations of the statutory and/or regulatory
28 provisions set forth in Paragraph 13.a., 13.u., 13.x., 13.bb., 13.hh., 13.kk., 13.oo., 13.qq., 13.vv.,

1 13.aaa., 13.fff., 13.lll., or 13.ooo. of the Complaint. If, after the period set by Plaintiff for
2 Defendants to remedy the violation has passed (or at any time in Plaintiff's discretion if no period
3 for Defendants' remedy is allowed), Plaintiff believes that Defendants remain deficient in
4 compliance with the requirements contained in the provisions of Paragraph 6 of this Stipulation
5 and the Final Judgment entered in this action, Plaintiff may (1) move this Court for appropriate
6 relief, including but not limited to seeking sanctions, contempt or other relief as provided by law
7 for violation of the Final Judgment, or (2) commence a separate enforcement action against
8 Defendants for the alleged violation(s) of the statutes and/or regulations set forth in Paragraph 6
9 of the Final Judgment entered in this action. A violation by Defendants of the provisions imposed
10 by Paragraph 6 of the Final Judgment entered in this action shall be considered a claim separate
11 and in addition to any claim that may be made by Plaintiff, CUPAs, or any other prosecution or
12 enforcement agency for a violation by Defendants of the underlying statutory or regulatory
13 requirements, which may be enforced separately in another proceeding. For potential violations
14 by Defendants of the provisions imposed by Paragraph 6 of the Final Judgment entered in this
15 action, the Office of the Attorney General, when acting in its independent capacity on behalf of
16 the People of the State of California, when electing to pursue a future enforcement action will
17 consider whether it is appropriate to seek monetary relief against Defendants if an amount of
18 penalties has been previously awarded to a CUPA or other enforcement agency for the same
19 underlying statutory or regulatory violation having to do with the same course of conduct. In the
20 event that the People elect to pursue the imposition of injunctive relief for a violation of
21 Paragraph 6 of the Final Judgment entered in this action in addition to an award of fines or
22 penalties to the People, a CUPA, or any other enforcement agency, Defendants reserve all
23 applicable equitable defenses that Defendants may have to the imposition of such an award.

24 (c) Except as provided in Paragraphs 2, 11, and 19–21 below, nothing in this Final
25 Judgment shall restrict or condition the ability of the People, a CUPA, or any other enforcement
26 agency to separately administer, to initiate a separate new enforcement action or take immediate
27 action to protect the public health and/or environment or to enforce state laws or regulations,
28 County Codes, or the provisions of any order or permit issued by any other agency or entity.

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AUTHORITY TO ENTER STIPULATION

12. Each signatory to this Stipulation certifies that he or she is fully authorized by the Party he or she represents to enter into this Stipulation, to execute it on behalf of the Party represented, to legally bind that Party and to request entry of the Final Judgment consistent with the provisions of this Stipulation. This Stipulation may be executed by the Parties in counterparts, and when a copy is signed by an authorized representative of each Party, the Stipulation shall be effective as if a single document were signed by all Parties.

INTEGRATION

13. This Stipulation constitutes the entire agreement between the Parties as to the matters addressed herein and shall not be amended or supplemented except upon written order of the Court that enters the Final Judgment in this action.

JURISDICTION RETAINED

14. The Parties submit to the jurisdiction of the Superior Court for the following purposes:

- (a) entering the Final Judgment in this action;
- (b) adjudicating any proceeding to enforce this Stipulation and the Final Judgment entered in this action;
- (c) adjudicating any contempt of the Final Judgment entered in this action;
- (d) adjudicating any other judicial enforcement proceeding by Plaintiff directed at continuing or additional violations of UST, hazardous waste, and hazardous materials requirements by Defendants under this Stipulation and the Final Judgment entered in this action while the injunctive relief provisions of the Final Judgment are in force; and
- (e) issuing such further orders as may be necessary and appropriate for the interpretation, implementation, modification and enforcement of this Stipulation and the Final Judgment entered in this action.

COSTS AND FEES

15. Except as specifically provided herein, each Party agrees that it shall bear its respective costs, expenses and fees, including attorneys' fees, in connection with this action, including, but not limited to, this Stipulation, the Final Judgment and any related actions.

NOTICE

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

For Plaintiff:

Office of the California Attorney General
Brett J. Morris, Deputy Attorney General
1515 Clay Street, 20th Floor
P.O. Box 70550
Oakland, CA 94612-0550

Director
Office of Enforcement
State Water Resources Control Board
1001 I Street
P.O. Box 100
Sacramento, CA 95812-0100

For Defendants:

Todd Littleworth, Senior Counsel
Chevron Corporation
6001 Bollinger Canyon Road
San Ramon, CA 94583

Karl S. Lytz, Esq.
Latham & Watkins LLP
505 Montgomery Street, Suite 2000
San Francisco, California 94111-6538

17. Any Party may change the individual or the address for purpose of notices to that Party by a written notice specifying a new individual or address, but no such change is effective until the written notice is actually received by the Party sought to be charged with its contents. All notices or other communications required or permitted under this Stipulation and the Final Judgment entered in this action that are addressed as provided in this Paragraph are effective upon delivery if delivered personally or by overnight mail, or, if delivered by certified mail, are effective five (5) calendar days following deposit with the United States Postal Service. However, nothing in this Final Judgment shall be interpreted or applied to relieve Defendants of their existing obligations to provide copies of documentation to a state or local agency or CUPA as required by statute, regulation, or requirement.

1 **NO WAIVER OF RIGHT TO ENFORCE**

2 18. The failure of Plaintiff to enforce any provision of this Stipulation or the Final Judgment
3 entered in this action shall in no way be deemed a waiver of such provision, or in any way affect
4 the validity of this Stipulation or the Final Judgment. The failure of Plaintiff to enforce any such
5 provision shall not preclude Plaintiff from later enforcing the same or any other provision of this
6 Stipulation or the Final Judgment during the period that provision of the Final Judgment remains
7 in effect. No oral advice, guidance, suggestions or comments by employees or officials of any
8 Party regarding matters covered in this Stipulation or the Final Judgment entered in this action
9 shall be construed to relieve any Party of its obligations required by the Final Judgment.

10 **MATTERS RESOLVED BY THE FINAL JUDGMENT**

11 19. The Final Judgment to be entered in this action pursuant to this Stipulation is a final and
12 binding resolution and settlement as to the Covered Parties and the Covered Matters as defined
13 below. Except for the obligations of Defendants that are expressly set forth in this Stipulation and
14 the Final Judgment entered in this action, Plaintiff hereby covenants not to sue or pursue any
15 further civil claims against the Covered Parties for the Covered Matters. Any claim, violation, or
16 cause of action that is not a Covered Matter is a "Reserved Claim." Reserved Claims include,
17 without limitation, (1) any violation of the injunctive provisions of the Final Judgment entered in
18 this action; (2) any violation that occurs after the Effective Date of the Final Judgment; (3) all of
19 the claims under Paragraphs 26 and 27 of the First Amended Complaint For Preliminary and
20 Permanent Injunction, Civil Penalties and Other Equitable Relief filed in the matter of *People v.*
21 *Chevron Corporation et al.*, San Joaquin County Superior Court, Case No. 39-2009-00226884-
22 CU-TT-STK, provided that such claims are directly related to the Covered Parties' handling and
23 management of FM-186 and FM-186-2 products and associated wastes; (4) all of the claims
24 existing in the action of *People v. Union Oil, et al.*, Sacramento County Superior Court, Case No.
25 03AS0542; (5) any claim, violation, or cause of action directly against Defendants' independent
26 contractors or subcontractors except as provided in Paragraph 2; and (6) any claim under state or
27 federal law for cleanup of contamination. The Parties reserve the right to pursue any Reserved
28 Claim and reserve the right to assert any defenses against any Reserved Claim; provided,

1 however, that in any subsequent action that may be brought by Plaintiff to enforce any Reserved
2 Claims, Defendants, collectively or individually, shall not assert, plead or raise against Plaintiff in
3 any fashion any defense or avoidance based on splitting of claims.

4 20. As used herein, "Covered Parties" means Defendants, collectively and individually, and
5 the other entities to whom this Stipulation and the Final Judgment entered in this action is
6 applicable pursuant to Paragraph 2 above.

7 21. As used herein, "Covered Matters" means any and all claims, violations, or causes of
8 action that could have been asserted by the People based on the allegations that are the subject of
9 the Complaint under Chapters 6.5, 6.7 and 6.95 of Division 20 of the California Health & Safety
10 Code and related regulations, county codes, local ordinances, permits or orders (except as
11 provided below) for civil liability against any Defendant as an owner or operator of the Released
12 Facilities for acts, omissions, or events on or pertaining to the Released Facilities during periods
13 of ownership or operation by any of the named Defendants up to the Effective Date of the Final
14 Judgment entered in this action; and any civil claims under the California Business and
15 Professions Code that are derived from the foregoing, up to the Effective Date of the Final
16 Judgment entered in this action; provided, however, that "Covered Matters" specifically excludes
17 any claims under Paragraphs 13.kk., and 13.ll. of the Complaint, and other releases and/or
18 disposal of hazardous waste, hazardous material, hazardous substance, pollutant or designated
19 contaminant which was not known by Plaintiff as of the Effective Date of the Final Judgment in
20 this action, and provided further that Defendants preserve any and all defenses to such claims,
21 including but not limited to defenses based on statutes of limitation. For purposes of the
22 exclusion in the previous sentence, Plaintiff will be deemed to have known of a claim under
23 Paragraph 13.kk., or 13.ll. of the Complaint if prior to August 1, 2011, either (a) a CUPA or the
24 relevant regulatory authority was on notice of a release, spill, leak, disposal or discharge at the
25 service station facility in question, and Plaintiff receives notice pursuant to Paragraph 16, or (b) a
26 CUPA or the relevant regulatory authority had opened an environmental case regarding the
27 service station facility in question, and Plaintiff receives notice pursuant to Paragraph 16.
28 Further, as used herein, "Covered Matters" shall not preclude, on or after the Effective Date of the

1 Final Judgment entered in this action, the issuance of any requirement or order that Defendants
2 shall investigate and/or remediate a release, spill, leak, disposal or discharge, or investigate and/or
3 remediate a suspected release, spill, leak, disposal or discharge at or from any of the Covered
4 Facilities or Released Facilities; and the Final Judgment entered in this action shall not constrain
5 claims, causes of action, enforcement or corrective action orders that have been or may be filed or
6 issued concerning the investigation and/or remediation of a release, spill, leak, disposal or
7 discharge or suspected release, spill, leak, disposal or discharge of hazardous waste, hazardous
8 material, hazardous substance and/or pollutant or designated contaminant at or from any of the
9 Covered Facilities and the Released Facilities.

10 **INTERPRETATION**

11 22. This Stipulation shall be deemed to have been drafted equally by all Parties hereto.
12 Accordingly, the Parties hereby agree that any and all rules of construction to the effect that
13 ambiguity is construed against a drafting Party shall be inapplicable in any dispute concerning the
14 terms, meaning, or interpretation of this Stipulation.

15 **EFFECTIVE DATE**

16 23. The "Effective Date" of the Final Judgment entered in this action shall be that date of the
17 signature of the Court entering the order for Final Judgment and Permanent Injunction.

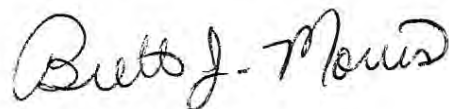
18 The Parties, by and through their respective and duly authorized representatives, hereby
19 stipulate and consent to the entry of the Final Judgment and Permanent Injunction:

20 **IT IS SO STIPULATED.**

21 **FOR THE PLAINTIFF:**

22
23 Dated: August 31, 2011

KAMALA D. HARRIS
Attorney General of California

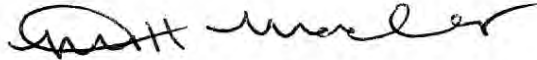


BRETT J. MORRIS
Deputy Attorney General
Attorneys for Plaintiff
The People of the State of California

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Dated: August 31, 2011

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



MATTHEW C. MACLEAR
Deputy District Attorney
Attorneys for Plaintiff
The People of the State of California

Dated: August 31, 2011

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



MATTHEW C. MACLEAR
Deputy District Attorney
Attorneys for Plaintiff
The People of the State of California

Dated: August 31, 2011

CLIFFORD NEWELL, District Attorney
County of Nevada, State of California



MATTHEW C. MACLEAR
Deputy District Attorney
Attorneys for Plaintiff
The People of the State of California

Dated: August 31, 2011

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



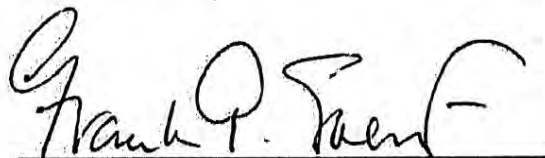
DOUGLAS WHALEY
Deputy District Attorney
Attorneys for Plaintiff
The People of the State of California

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FOR THE SETTLING DEFENDANTS:

Dated: August 31, 2011

CHEVRON U.S.A. INC.



Frank G. Suler
Assistant Secretary
For Defendant Chevron U.S.A. Inc.

Dated: August 31, 2011

CHEVRON STATIONS INC.



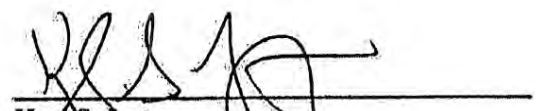
Karen Rheney
For Defendant Chevron Stations Inc.

Approved as to Form:

Dated: August 25, 2011

LATHAM & WATKINS LLP

By:



Karl S. Lytz
Attorneys for Defendants

EXHIBIT A

EXHIBIT A – Covered Facilities

No.	Street Name	City code	County Code
1	4265 FOOTHILL BLVD	OAKLAND	ALAMEDA
2	3026 LAKESHORE AVE	OAKLAND	ALAMEDA
3	1117 E 14TH ST	SAN LEANDRO	ALAMEDA
4	3048 ASHBY AVE	BERKELEY	ALAMEDA
5	1802 WEBSTER ST	ALAMEDA	ALAMEDA
6	5500 TELEGRAPH AVE	OAKLAND	ALAMEDA
7	15900 HESPERIAN BLVD	SAN LORENZO	ALAMEDA
8	1500 UNIVERSITY AVE	BERKELEY	ALAMEDA
9	5280 HOPYARD RD	PLEASANTON	ALAMEDA
10	2996 TELEGRAPH AVE	BERKELEY	ALAMEDA
11	1990 DECOTO RD	UNION CITY	ALAMEDA
12	6550 MORAGA AVE	OAKLAND	ALAMEDA
13	1300 SAN PABLO AVE	BERKELEY	ALAMEDA
14	4904 SO FRONT ST	LIVERMORE	ALAMEDA
15	890 W MACARTHUR BLD	OAKLAND	ALAMEDA
16	3005 GROVE WAY	CASTRO VALLEY	ALAMEDA
17	4500 PARK BLVD	OAKLAND	ALAMEDA
18	5300 MOWRY AVE	FREMONT	ALAMEDA
19	1700 CASTRO ST	OAKLAND	ALAMEDA
20	24350 HESPERIAN BLVD	HAYWARD	ALAMEDA
21	501 MOWRY AVE	FREMONT	ALAMEDA
22	2340 OTIS DR	ALAMEDA	ALAMEDA
23	2920 CASTRO VALLEY BLVD	CASTRO VALLEY	ALAMEDA
24	37011 FREMONT BLVD	FREMONT	ALAMEDA
25	6104 JARVIS AVE	NEWARK	ALAMEDA
26	3530 MACARTHUR BLVD	OAKLAND	ALAMEDA
27	1797 SANTA RITA RD	PLEASANTON	ALAMEDA
28	2020 DRISCOLL RD	FREMONT	ALAMEDA
29	2142 E 12TH ST	OAKLAND	ALAMEDA
30	9755 EDES AVENUE	OAKLAND	ALAMEDA
31	191 98TH AVENUE	OAKLAND	ALAMEDA
32	1875 VALLEY AVENUE	PLEASANTON	ALAMEDA
33	505 4TH STREET	COLUSA COUNTY RURAL	COLUSA
34	901 W CUTTING BLVD	RICHMOND	CONTRA COSTA
35	4295 CLAYTON RD	CONCORD	CONTRA COSTA
36	1250 MORELLO AVE	MARTINEZ	CONTRA COSTA
37	8000 CROW CANYON RD	DANVILLE	CONTRA COSTA
38	699 YGNACIO VALLEY RD	WALNUT CREEK	CONTRA COSTA

39	1998 TICE VALLEY BLVD	WALNUT CREEK	CONTRA COSTA
40	5101 CLAYTON RD	CONCORD	CONTRA COSTA
41	2001 WILLOW PASS RD	CONCORD	CONTRA COSTA
42	3177 DANVILLE BLVD	ALAMO	CONTRA COSTA
43	2695 PINOLE VALLEY RD	PINOLE	CONTRA COSTA
44	795 OAK GROVE RD	CONCORD	CONTRA COSTA
45	2895 N MAIN ST	WALNUT CREEK	CONTRA COSTA
46	1700 MT DIABLO BLVD	WALNUT CREEK	CONTRA COSTA
47	3632 MT DIABLO BLVD	LAFAYETTE	CONTRA COSTA
48	336 OAK ST	BRENTWOOD	CONTRA COSTA
49	2860 CROW CANYON RD	CONTRA COSTA CO RURA	CONTRA COSTA
50	11319 SAN PABLO AVE	EL CERRITO	CONTRA COSTA
51	11 ORINDA WAY	ORINDA	CONTRA COSTA
52	145 HARTZ AVE	DANVILLE	CONTRA COSTA
53	1455 MORAGA WAY	CONTRA COSTA CO RURA	CONTRA COSTA
54	1805 YGNACIO VALLEY RD	WALNUT CREEK	CONTRA COSTA
55	3400 HILLCREST AVE	ANTIOCH	CONTRA COSTA
56	4600 LONE TREE WAY	ANTIOCH	CONTRA COSTA
57	18060 SAN RAMON VLY BLVD	SAN RAMON	CONTRA COSTA
58	3411 BLUME DRIVE	RICHMOND	CONTRA COSTA
59	5591 LONE TREE WAY	BRENTWOOD	CONTRA COSTA
60	2371 BALFOUR ROAD	BRENTWOOD	CONTRA COSTA
61	3381 COACH LN	CAMERON PARK	EL DORADO
62	1020 E SHAW AVE	FRESNO	FRESNO
63	5596 E KINGS CANYON RD	FRESNO	FRESNO
64	25032 W DORRIS ST	COALINGA	FRESNO
65	46330 W PANOCHE RD # I-5	FIREBAUGH	FRESNO
66	2017 W SHAW AVE	FRESNO	FRESNO
67	4161 E VENTURA AVE	FRESNO	FRESNO
68	3085 E. CENTRAL AVENUE	FRESNO	FRESNO
69	1250 W WOOD ST	WILLOWS	GLENN
70	832 W BIRCH ST	CALEXICO	IMPERIAL
71	3033 W 25TH STREET	ROSAMOND	KERN
72	10 UNION AVENUE	BAKERSFIELD	KERN
73	2072 ROSAMOND BLVD	KERN COUNTY RURAL	KERN
74	15800 SIERRA HWY	KERN COUNTY RURAL	KERN
75	2700 OSWELL ST	BAKERSFIELD	KERN
76	1131 OAK ST	BAKERSFIELD	KERN
77	21981 HWY 46 & I-5	KERN COUNTY RURAL	KERN
78	5201 OLIVE DR	KERN COUNTY RURAL	KERN
79	6601 MING AVE	BAKERSFIELD	KERN

80	1125 COFFEE RD	BAKERSFIELD	KERN
81	13003 ROSEDALE HWY	BAKERSFIELD	KERN
82	3360 PANAMA LN	BAKERSFIELD	KERN
83	27513 WARD AVE	KETTLEMAN CITY	KINGS
84	8900 CORBIN AVE	NORTHRIDGE	LOS ANGELES
85	4666 SANTA MONICA BLVD	LOS ANGELES	LOS ANGELES
86	1869 HILLHURST AVE	LOS ANGELES	LOS ANGELES
87	300 S ATLANTIC BLVD	ALHAMBRA	LOS ANGELES
88	6061 TOPANGA CANYON BLVD	WOODLAND HILLS	LOS ANGELES
89	811 E WASHINGTON BLVD.	VENICE	LOS ANGELES
90	4701 W SLAUSON AVE	LOS ANGELES	LOS ANGELES
91	1400 E COLORADO BLVD	PASADENA	LOS ANGELES
92	3190 W TEMPLE AVE	POMONA	LOS ANGELES
93	4005 EAGLE ROCK BLVD	LOS ANGELES	LOS ANGELES
94	3775 S SEPULVEDA BLVD	LOS ANGELES	LOS ANGELES
95	1865 S LA BREA AVE	LOS ANGELES	LOS ANGELES
96	1787 N HIGHLAND AVE	LOS ANGELES	LOS ANGELES
97	232 MAIN STREET	EL SEGUNDO	LOS ANGELES
98	1868 N WESTERN AVE	LOS ANGELES	LOS ANGELES
99	150 S DIAMOND BAR BLVD	DIAMOND BAR	LOS ANGELES
100	432 WILSHIRE BLVD	SANTA MONICA	LOS ANGELES
101	700 REDONDO AVE	LONG BEACH	LOS ANGELES
102	24505 HAWTHORNE BLVD	TORRANCE	LOS ANGELES
103	3100 N SAN FERNANDO RD	LOS ANGELES	LOS ANGELES
104	1330 SANTA MONICA BLVD	SANTA MONICA	LOS ANGELES
105	11951 W OLYMPIC BLVD	LOS ANGELES	LOS ANGELES
106	1500 PARAMOUNT BLVD	MONTEBELLO	LOS ANGELES
107	111 W. BONITA AVE	SAN DIMAS	LOS ANGELES
108	21095 GOLDEN SPRINGS DR	DIAMOND BAR	LOS ANGELES
109	25800 WESTERN AVENUE	HARBOR CITY	LOS ANGELES
110	1860 W. AVENUE I	LANCASTER	LOS ANGELES
111	2134 N VERMONT AVE	LOS ANGELES	LOS ANGELES
112	9106 BALBOA BLVD	NORTHRIDGE	LOS ANGELES
113	15255 SHERMAN WAY	VAN NUYS	LOS ANGELES
114	17301 PACIFIC COAST HWY	PACIFIC PALISADES	LOS ANGELES
115	10329 PALMS BLVD	LOS ANGELES	LOS ANGELES
116	160 E CALIFORNIA BLVD	PASADENA	LOS ANGELES
117	780 W GARVEY AVE	MONTEREY PARK	LOS ANGELES
118	5001 FLORENCE AVE	BELL	LOS ANGELES
119	11453 VALLEY BLVD	EL MONTE	LOS ANGELES
120	5356 CANOGA AVE	WOODLAND HILLS	LOS ANGELES

121	10867 SANTA MONICA BLVD	LOS ANGELES	LOS ANGELES
122	12155 IMPERIAL HWY	NORWALK	LOS ANGELES
123	2633 VIA CAMPO	MONTEBELLO	LOS ANGELES
124	3029 S ROBERTSON BLVD	LOS ANGELES	LOS ANGELES
125	2600 W VALLEY BLVD	ALHAMBRA	LOS ANGELES
126	10030 LAKEWOOD BLVD	DOWNEY	LOS ANGELES
127	17400 SOUTH WESTERN AVE	GARDENA	LOS ANGELES
128	5600 SEPULVEDA BLVD	VAN NUYS	LOS ANGELES
129	4135 PACIFIC COAST HWY	TORRANCE	LOS ANGELES
130	3701 W RIVERSIDE DR	BURBANK	LOS ANGELES
131	11197 WASHINGTON PL	CULVER CITY	LOS ANGELES
132	5975 W CENTINELA AVE	LOS ANGELES	LOS ANGELES
133	11426 TELEGRAPH RD	SANTA FE SPRINGS	LOS ANGELES
134	10635 FIRESTONE BLVD	NORWALK	LOS ANGELES
135	100 S GLENOAKS BLVD	BURBANK	LOS ANGELES
136	110 S BARRINGTON AVE	LOS ANGELES	LOS ANGELES
137	14204 S FIGUEROA ST	LOS ANGELES	LOS ANGELES
138	10984 LE CONTE AVE	LOS ANGELES	LOS ANGELES
139	7607 WOODLAKE	CANOGA PARK	LOS ANGELES
140	21633 S WILMINGTON AVE.	LOS ANGELES	LOS ANGELES
141	2301 S ATLANTIC BLVD	MONTEREY PARK	LOS ANGELES
142	666 N LAKE AVE	PASADENA	LOS ANGELES
143	5230 SEPULVEDA BLVD	TORRANCE	LOS ANGELES
144	30811 PACIFIC COAST HWY	LOS ANGELES	LOS ANGELES
145	9378 WILSHIRE BLVD	BEVERLY HILLS	LOS ANGELES
146	11 E LIVE OAK AVE	ARCADIA	LOS ANGELES
147	2065 S. LA CIENEGA BLVD.	LOS ANGELES	LOS ANGELES
148	250 S ATLANTIC BLVD	LOS ANGELES CO RURAL	LOS ANGELES
149	1630 S ELENA AVE	REDONDO BEACH	LOS ANGELES
150	24137 LYONS AVE	LOS ANGELES CO RURAL	LOS ANGELES
151	2610 N LAKEWOOD BLVD	LOS ANGELES CO RURAL	LOS ANGELES
152	4680 LINCOLN BLVD	MARINA DEL REY	LOS ANGELES
153	10340 ROSECRANS AVE	BELLFLOWER	LOS ANGELES
154	468 W PALMDALE BLVD	LOS ANGELES CO RURAL	LOS ANGELES
155	8404 FOOTHILL BLVD	SUNLAND	LOS ANGELES
156	1907 ARLINGTON AVE	LOS ANGELES	LOS ANGELES
157	20904 DEVONSHIRE STREET	CHATSWORTH	LOS ANGELES
158	2702 FIRESTONE BLVD	SOUTH GATE	LOS ANGELES
159	14021 VALLEY VIEW AVE	LA MIRADA	LOS ANGELES
160	10967 ALONDRA BLVD	NORWALK	LOS ANGELES
161	10649 JEFFERSON BLVD	CULVER CITY	LOS ANGELES

162	601 W. WILLOW STREET	LONG BEACH	LOS ANGELES
163	7861 MELROSE AVE	LOS ANGELES	LOS ANGELES
164	8101 W SUNSET BLVD	LOS ANGELES	LOS ANGELES
165	854 E HUNTINGTON DR	MONROVIA	LOS ANGELES
166	24101 VENTURA BLVD	CALABASAS	LOS ANGELES
167	2546 S LA BREA AVE	LOS ANGELES	LOS ANGELES
168	2400 LINCOLN BLVD	VENICE	LOS ANGELES
169	12155 TELEGRAPH RD	SANTA FE SPRINGS	LOS ANGELES
170	5051 W. KANAN ST.	LOS ANGELES CO RURAL	LOS ANGELES
171	27549 THE OLD RD	LOS ANGELES CO RURAL	LOS ANGELES
172	1655 VICTORY BLVD	GLENDALE	LOS ANGELES
173	16725 PIONEER BLVD	LOS ANGELES CO RURAL	LOS ANGELES
174	1250 W SEPULVEDA BL	HARBOR CITY	LOS ANGELES
175	575 W PACIFIC COAST HWY	WILMINGTON	LOS ANGELES
176	4040 ATLANTIC AVE	LONG BEACH	LOS ANGELES
177	801 W OLYMPIC BLVD	MONTEBELLO	LOS ANGELES
178	2155 HUNTINGTON DR	SAN MARINO	LOS ANGELES
179	6101 W MANCHESTER AVE	LOS ANGELES	LOS ANGELES
180	7214 WHITSETT AVE	NORTH HOLLYWOOD	LOS ANGELES
181	3780 CAHUENGA BLVD	LOS ANGELES	LOS ANGELES
182	623 FOOTHILL BLVD	LA CANADA	LOS ANGELES
183	525 W WASHINGTON BLVD	LOS ANGELES	LOS ANGELES
184	8263 LAUREL CANYON BLVD	NORTH HOLLYWOOD	LOS ANGELES
185	2340 CRENSHAW BLVD	TORRANCE	LOS ANGELES
186	850 W ROSECRANS AVE	GARDENA	LOS ANGELES
187	5156 W CENTURY BLVD	INGLEWOOD	LOS ANGELES
188	4910 LAKEWOOD BLVD	LAKWOOD	LOS ANGELES
189	5739 BELLFLOWER BLVD	LAKWOOD	LOS ANGELES
190	601 VISTA DEL MAR	EL SEGUNDO	LOS ANGELES
191	17255 BLOOMFIELD AVE	LOS ANGELES CO RURAL	LOS ANGELES
192	233 N ALTADENA DR	PASADENA	LOS ANGELES
193	23614 PACIFIC COAST HWY	MALIBU	LOS ANGELES
194	9337 WASHINGTON BLVD	PICO RIVERA	LOS ANGELES
195	6150 TELEGRAPH RD	CITY OF COMMERCE	LOS ANGELES
196	910 W SAN BERNARDINO RD	COVINA	LOS ANGELES
197	246 N CITRUS AVE	WEST COVINA	LOS ANGELES
198	101 S SEPULVEDA BLVD	EL SEGUNDO	LOS ANGELES
199	3405 N LAKEWOOD BLVD	LONG BEACH	LOS ANGELES
200	7368 N FIGUEROA ST	LOS ANGELES	LOS ANGELES
201	5700 MELROSE AVE	LOS ANGELES	LOS ANGELES
202	19004 COLIMA RD	LOS ANGELES CO RURAL	LOS ANGELES

203	28522 SAND CANYON RD	CANYON COUNTRY	LOS ANGELES
204	40 MIRALESTE PLZ	RANCHO PALOS VERDES	LOS ANGELES
205	106 S GAFFEY ST	SAN PEDRO	LOS ANGELES
206	1276 N WESTERN AVE	LOS ANGELES	LOS ANGELES
207	1107 N LA CIENEGA BLVD	WEST HOLLYWOOD	LOS ANGELES
208	650 E WASHINGTON BLVD	LOS ANGELES	LOS ANGELES
209	1732 LINCOLN BLVD	SANTA MONICA	LOS ANGELES
210	670 N SEPULVEDA BLVD	LOS ANGELES	LOS ANGELES
211	11852 SAN VICENTE BLVD	LOS ANGELES CO RURAL	LOS ANGELES
212	5221 PALO COMADO CANYON	LOS ANGELES CO RURAL	LOS ANGELES
213	1105 N GAFFEY ST	SAN PEDRO	LOS ANGELES
214	17009 RINALDI ST	LOS ANGELES	LOS ANGELES
215	2301 N AVIATION BLVD	MANHATTAN BEACH	LOS ANGELES
216	4163 W AVENUE L	LANCASTER	LOS ANGELES
217	21403 SHERMAN WAY	CANOGA PARK	LOS ANGELES
218	3633 N SEPULVEDA BLVD	MANHATTAN BEACH	LOS ANGELES
219	14305 HAWTHORNE BLVD	LAWNDALE	LOS ANGELES
220	390 N LEMON AVE	WALNUT	LOS ANGELES
221	1203 N GRAND AVE	WALNUT	LOS ANGELES
222	1105 SANTA ANITA AVE	SOUTH EL MONTE	LOS ANGELES
223	428 W FLORENCE AVE	LOS ANGELES	LOS ANGELES
224	1515 S MYRTLE AVE	MONROVIA	LOS ANGELES
225	5675 ROSEMEAD BLVD	TEMPLE CITY	LOS ANGELES
226	1160 7TH AVE	HACIENDA HEIGHTS	LOS ANGELES
227	37217 47TH ST EAST	PALMDALE	LOS ANGELES
228	2301 W LANCASTER BLVD	LANCASTER	LOS ANGELES
229	3160 BALDWIN PARK BLVD	BALDWIN PARK	LOS ANGELES
230	4015 W CENTURY BLVD	INGLEWOOD	LOS ANGELES
231	860 S. INDIAN HILL BLVD	CLAREMONT	LOS ANGELES
232	101 W COMPTON BLVD	COMPTON	LOS ANGELES
233	4000 S. FIGUEROA ST.	LOS ANGELES	LOS ANGELES
234	17055 LAKEWOOD BLVD	BELLFLOWER	LOS ANGELES
235	2599 CHERRY AVENUE	SIGNAL HILL	LOS ANGELES
236	2471 BELLFLOWER BLVD	LONG BEACH	LOS ANGELES
237	27549 B THE OLD ROAD	VALENCIA	LOS ANGELES
238	13361 CROSSROAD PARKWAY	CITY OF INDUSTRY	LOS ANGELES
239	340 NORTH CITRUS	AZUSA	LOS ANGELES
240	1801 W CLEVELAND AVE	MADERA	MADERA
241	204 FLAMINGO RD	MARIN COUNTY RURAL	MARIN
242	1549 S NOVATO BLVD	NOVATO	MARIN
243	22 ROWLAND WAY	NOVATO	MARIN

244	949 DEL PRESIDIO BLVD	SAN RAFAEL	MARIN
245	90 MADERA BLVD	CORTE MADERA	MARIN
246	100 MARINWOOD AVE	SAN RAFAEL	MARIN
247	301 SIR FRANCIS DRAKE BL	GREENBRAE	MARIN
248	12801 HIGHWAY 33	SANTA NELLA	MERCED
249	381 JOSEPH GALLO DR	LIVINGSTON	MERCED
250	351 FREMONT ST	MONTEREY	MONTEREY
251	8695 PRUNEDALE NORTH RD	SALINAS	MONTEREY
252	650 E. LAUREL DRIVE	SALINAS	MONTEREY
253	3645 RIO RD	CARMEL	MONTEREY
254	2400 FREMONT BLVD	MONTEREY	MONTEREY
255	12TH & SECOND	MARINA	MONTEREY
256	800 W IMOLA AVE	NAPA	NAPA
257	630 TRANCAS ST	NAPA	NAPA
258	401 NAPA JUNCTION RD.	AMERICAN CANYON	NAPA
259	19751 YORBA LINDA BLVD	YORBA LINDA	ORANGE
260	27742 CROWN VALLEY PKWY	MISSION VIEJO	ORANGE
261	1940 E KATELLA AVE	ORANGE	ORANGE
262	700 E IMPERIAL HWY	BREA	ORANGE
263	2844 N SANTIAGO BLVD	ORANGE	ORANGE
264	23631 ROCKFIELD BLVD	LAKE FOREST	ORANGE
265	3048 BRISTOL STREET	COSTA MESA	ORANGE
266	3801 S BRISTOL ST	SANTA ANA	ORANGE
267	604 S COAST HWY	LAGUNA BEACH	ORANGE
268	10972 KATELLA AVENUE	ANAHEIM	ORANGE
269	26302 OSO PKWY	MISSION VIEJO	ORANGE
270	1550 JAMBOREE RD	NEWPORT BEACH	ORANGE
271	27112 ORTEGA HWY	SAN JUAN CAPISTRANO	ORANGE
272	17980 MAGNOLIA ST	FOUNTAIN VALLEY	ORANGE
273	32001 CAMINO CAPISTRANO	SAN JUAN CAPISTRANO	ORANGE
274	17241 17TH ST	TUSTIN	ORANGE
275	350 MAIN ST	SEAL BEACH	ORANGE
276	2175 W LA PALMA ST	ANAHEIM	ORANGE
277	30072 CROWN VALLEY PKWY	LAGUNA NIGUEL	ORANGE
278	2546 E COAST HWY	CORONA DEL MAR	ORANGE
279	10020 WARNER AVE	FOUNTAIN VALLEY	ORANGE
280	1702 N TUSTIN ST	ORANGE COUNTY RURAL	ORANGE
281	3190 HARBOR BLVD	COSTA MESA	ORANGE
282	400 E 17TH ST	SANTA ANA	ORANGE
283	6972 WARNER AVE	HUNTINGTON BEACH	ORANGE
284	1801 S HARBOR BLVD	ANAHEIM	ORANGE

285	18692 MACARTHUR BLVD	IRVINE	ORANGE
286	12541 SEAL BEACH BLVD	SEAL BEACH	ORANGE
287	1151 S HARBOR BLVD	LA HABRA	ORANGE
288	2950 NUTWOOD AVE	FULLERTON	ORANGE
289	17561 MACARTHUR BLVD	IRVINE	ORANGE
290	1950 W IMPERIAL HWY	LA HABRA	ORANGE
291	18002 CULVER DR	IRVINE	ORANGE
292	17971 BROOKHURST STREET	FOUNTAIN VALLEY	ORANGE
293	34164 COAST HWY	ORANGE COUNTY RURAL	ORANGE
294	2160 HARBOR BLVD	COSTA MESA	ORANGE
295	6971 BEACH BL	BUENA PARK	ORANGE
296	13501 HARBOR BLVD	GARDEN GROVE	ORANGE
297	18501 BEACH BLVD	HUNTINGTON BEACH	ORANGE
298	8971 ADAMS AVE	HUNTINGTON BEACH	ORANGE
299	26988 ORTEGA HIGHWAY	SAN JUAN CAPISTRANO	ORANGE
300	5241 BEACH BLVD	BUENA PARK	ORANGE
301	2961 YORBA LINDA BLVD	FULLERTON	ORANGE
302	2303 S BRISTOL ST	SANTA ANA	ORANGE
303	1729 S EL CAMINO REAL	SAN CLEMENTE	ORANGE
304	3000 FAIRVIEW STREET	COSTA MESA	ORANGE
305	515 E AVENIDA PICO	ORANGE COUNTY RURAL	ORANGE
306	23022 ALISO CREEK RD	ALISO VIEJO	ORANGE
307	8000 E SANTA ANA CANYON	ANAHEIM	ORANGE
308	1240 BISON AVE	NEWPORT BEACH	ORANGE
309	5425 ALTON PKWY	IRVINE	ORANGE
310	80 CORPORATE PARK	IRVINE	ORANGE
311	2740 BRYAN AVE	TUSTIN	ORANGE
312	2121 SE BRISTOL ST	NEWPORT BEACH	ORANGE
313	27650 SANTA MARGARITA PK	MISSION VIEJO	ORANGE
314	14082 RED HILL AVE	TUSTIN	ORANGE
315	1730 W ORANGETHORPE AVE	FULLERTON	ORANGE
316	6392 BEACH BLVD	BUENA PARK	ORANGE
317	16221 LAKE FOREST DRIVE	IRVINE	ORANGE
318	15425 CULVER DRIVE	IRVINE	ORANGE
319	3921 IRVINE BLVD	IRVINE	ORANGE
320	105 E. KATELLA AVE	ORANGE	ORANGE
321	100 E KATELLA AVE	ANAHEIM	ORANGE
322	6320 IRVINE BLVD	IRVINE	ORANGE
323	3801 PORTOLA PARKWAY	IRVINE	ORANGE
324	1101 NORTH MAGNOLIA	ANAHEIM	ORANGE
325	310 RIVER RD	PLACER COUNTY RURAL	PLACER

326	13381 LINCOLN WAY	AUBURN	PLACER
327	6555 FAIRWAY DR.	ROCKLIN	PLACER
328	4211 SIERRA COLLEGE BLVD	PLACER COUNTY RURAL	PLACER
329	1400 BLUE OAKS BLVD	ROSEVILLE	PLACER
330	8001 WASHINGTON BLVD	ROSEVILLE	PLACER
331	1400 E ROSEVILLE PARKWAY	ROSEVILLE	PLACER
332	10291 FAIRWAY DR	ROSEVILLE	PLACER
333	945 TWELVE BRIDGE DR	LINCOLN	PLACER
334	3308 W FLORIDA AVE	HEMET	RIVERSIDE
335	82003 HWY 111	INDIO	RIVERSIDE
336	4710 GREEN RIVER RD	CORONA	RIVERSIDE
337	31640 MISSION TRL	LAKE ELSINORE	RIVERSIDE
338	321 S LOVEKIN BLVD	RIVERSIDE CO RURAL	RIVERSIDE
339	72276 RAMON RD	THOUSAND PALMS	RIVERSIDE
340	2270 FRONTAGE RD	CORONA	RIVERSIDE
341	28900 RANCHO CALIFORNIA	RIVERSIDE CO RURAL	RIVERSIDE
342	26980 MC CALL BLVD	SUN CITY	RIVERSIDE
343	72801 HIGHWAY 111	PALM DESERT	RIVERSIDE
344	5305 ARLINGTON AVE	RIVERSIDE	RIVERSIDE
345	2099 E FLORIDA AVE	HEMET	RIVERSIDE
346	2740 HAMNER AVE	NORCO	RIVERSIDE
347	1101 S STATE ST	HEMET	RIVERSIDE
348	3476 VAN BUREN BLVD	RIVERSIDE	RIVERSIDE
349	290 S HIGHLAND SPRINGS A	BANNING	RIVERSIDE
350	16830 LAKESHORE DR	LAKE ELSINORE	RIVERSIDE
351	3505 CENTRAL AVE	RIVERSIDE	RIVERSIDE
352	12431 HEACOCK ST	MORENO VALLEY	RIVERSIDE
353	309 S MAIN ST	CORONA	RIVERSIDE
354	428 S REDLANDS BLVD	PERRIS	RIVERSIDE
355	18451 DEXTER AVE	LAKE ELSINORE	RIVERSIDE
356	720 W RAMONA EXPY	SAN JACINTO	RIVERSIDE
357	3390 LA SIERRA AVE	RIVERSIDE	RIVERSIDE
358	22520 CACTUS AVE	MORENO VALLEY	RIVERSIDE
359	40500 CALIFORNIA OAKS RD	RIVERSIDE CO RURAL	RIVERSIDE
360	40635 WINCHESTER RD	TEMECULA	RIVERSIDE
361	2200 ALESSANDRO BLVD	RIVERSIDE	RIVERSIDE
362	1501 6TH ST	NORCO	RIVERSIDE
363	31669 TEMECULA PKWY	TEMECULA	RIVERSIDE
364	1140 EAST ONTARIO AVENUE	CORONA	RIVERSIDE
365	130 W FOOTHILL PKWY	CORONA	RIVERSIDE
366	48320 SEMINOLE DR	CABAZON	RIVERSIDE

367	36101 BOB HOPE DRIVE	RANCHO MIRAGE	RIVERSIDE
368	6600 N INDIAN CANYON DR	DESERT HOT SPRINGS	RIVERSIDE
369	24625 MADISON AVE.	MURRIETA	RIVERSIDE
370	39440 MURRIETA HOT, SPRING RD	MURRIETA	RIVERSIDE
371	19220 VAN BUREN BLVD	RIVERSIDE	RIVERSIDE
372	1315 MAGNOLIA AVENUE	CORONA	RIVERSIDE
373	22600 PALM DRIVE	DESERT HOT SPRINGS	RIVERSIDE
374	46651 DILLON ROAD	COACHELLA	RIVERSIDE
375	26015 NEWPORT RD	MENIFEE	RIVERSIDE
376	3300 BRADSHAW RD	SACRAMENTO CO RURAL	SACRAMENTO
377	6151 GREENBACK LN	SACRAMENTO CO RURAL	SACRAMENTO
378	1940 65TH ST	SACRAMENTO	SACRAMENTO
379	4221 RALEY BLVD	SACRAMENTO	SACRAMENTO
380	1828 BROADWAY	SACRAMENTO	SACRAMENTO
381	5365 DEWEY DR	SACRAMENTO CO RURAL	SACRAMENTO
382	3481 FAIR OAKS BLVD	SACRAMENTO CO RURAL	SACRAMENTO
383	7551 SUNRISE BLVD	CITRUS HEIGHTS	SACRAMENTO
384	9881 GREENBACK LN	FOLSOM	SACRAMENTO
385	4700 FLORIN RD	SACRAMENTO CO RURAL	SACRAMENTO
386	7700 AUBURN BLVD	SACRAMENTO CO RURAL	SACRAMENTO
387	8099 FOLSOM BLVD	SACRAMENTO	SACRAMENTO
388	5361 SUNRISE BLVD	FAIR OAKS	SACRAMENTO
389	8900 MADISON AVE	FAIR OAKS	SACRAMENTO
390	2000 ARDEN WAY	SACRAMENTO CO RURAL	SACRAMENTO
391	2358 SUNRISE BLVD	RANCHO CORDOVA	SACRAMENTO
392	201 RICHARDS BLVD	SACRAMENTO	SACRAMENTO
393	1235 FLORIN RD	SACRAMENTO	SACRAMENTO
394	1020 RILEY ST	FOLSOM	SACRAMENTO
395	12205 TRIBUTARY POINT DR	RANCHO CORDOVA	SACRAMENTO
396	8169 ELK GROVE BLVD	ELK GROVE	SACRAMENTO
397	10500 E STOCKTON BLVD	ELK GROVE	SACRAMENTO
398	2789 EAST BIDWELL STREET	FOLSOM	SACRAMENTO
399	8501 BOND ROAD	ELK GROVE	SACRAMENTO
400	1890 PRAIRIE CITY ROAD	FOLSOM	SACRAMENTO
401	8296 LAGUNA BLVD	ELK GROVE	SACRAMENTO
402	9615 WEST TARON DRIVE	ELK GROVE	SACRAMENTO
403	2700 DEL PASO ROAD	SACRAMENTO	SACRAMENTO
404	4300 MADISON AVENUE	SACRAMENTO	SACRAMENTO
405	215 PLACERVILLE RD	FOLSOM	SACRAMENTO
406	9680 BUSINESS PARK DR	SACRAMENTO	SACRAMENTO
407	17937 HWY 18	SAN BERNARDINO CO RU	SAN BERNARDINO

408	2895 N WATERMAN AVE	SAN BERNARDINO	SAN BERNARDINO
409	12345 RAMONA AVE	CHINO	SAN BERNARDINO
410	12110 CENTRAL AVE	CHINO	SAN BERNARDINO
411	25690 BARTON RD	LOMA LINDA	SAN BERNARDINO
412	8687 BASELINE RD	CUCAMONGA (RANCHO)	SAN BERNARDINO
413	101 E VALLEY BLVD	RIALTO	SAN BERNARDINO
414	120 THE TERRACE	REDLANDS	SAN BERNARDINO
415	18745 VALLEY BLVD	SAN BERNARDINO CO RU	SAN BERNARDINO
416	12886 CENTRAL AVE	CHINO	SAN BERNARDINO
417	1198 SOUTH EAST STREET	SAN BERNARDINO	SAN BERNARDINO
418	1544 E 4TH ST	SAN BERNARDINO CO RU	SAN BERNARDINO
419	31412 YUCAIPA BLVD	YUCAIPA	SAN BERNARDINO
420	2890 LENWOOD RD	BARSTOW	SAN BERNARDINO
421	12576 BASELINE RD	CUCAMONGA (RANCHO)	SAN BERNARDINO
422	19180 BEAR VALLEY RD	APPLE VALLEY	SAN BERNARDINO
423	12659 FOOTHILL BLVD.	CUCAMONGA (RANCHO)	SAN BERNARDINO
424	14796 LA PAZ ROAD	VICTORVILLE	SAN BERNARDINO
425	14454 FOOTHILL BLVD	FONTANA	SAN BERNARDINO
426	791 N MILLIKEN AVE	ONTARIO	SAN BERNARDINO
427	3260 WAGON TRAIN ROAD	PHELAN	SAN BERNARDINO
428	15320 BEAR VALLEY ROAD	VICTORVILLE	SAN BERNARDINO
429	14526 BASELINE RD.	FONTANA	SAN BERNARDINO
430	8801 FOOTHILL BLVD	CUCAMONGA (RANCHO)	SAN BERNARDINO
431	3500 E. PHILADELPHIA ST.	ONTARIO	SAN

			BERNARDINO
432	3610 GRAND AVENUE	CHINO HILLS	SAN BERNARDINO
433	15160 SUMMIT AVE	FONTANA	SAN BERNARDINO
434	8075 MONET AVE	CUCAMONGA (RANCHO)	SAN BERNARDINO
435	4880 MOTOR LANE BLDG. B	ONTARIO	SAN BERNARDINO
436	1780 S GROVE AVENUE	ONTARIO	SAN BERNARDINO
437	475 S CEDAR AVENUE	RIALTO	SAN BERNARDINO
438	11285 SIERRA AVENUE	FONTANA	SAN BERNARDINO
439	72083 BAKER BLVD	BAKER	SAN BERNARDINO
440	1221 11TH AVE	SAN DIEGO	SAN DIEGO
441	755 HOTEL CIR S	SAN DIEGO	SAN DIEGO
442	7475 LA JOLLA BLVD	LA JOLLA	SAN DIEGO
443	5401 BALBOA AVE	SAN DIEGO	SAN DIEGO
444	550 N ESCONDIDO BLVD	ESCONDIDO	SAN DIEGO
445	1601 N COAST HWY	OCEANSIDE	SAN DIEGO
446	8210 CAMINO SANTA FE	SAN DIEGO	SAN DIEGO
447	2500 EL CAMINO REAL	CARLSBAD	SAN DIEGO
448	8888 N MAGNOLIA AVE	SANTEE	SAN DIEGO
449	2432 CORONADO AVE	SAN DIEGO	SAN DIEGO
450	761 N BROADWAY	ESCONDIDO	SAN DIEGO
451	215 E VIA RANCHO PKWY	SAN DIEGO CO RURAL	SAN DIEGO
452	1285 S MISSON RD	FALLBROOK	SAN DIEGO
453	7209 BROADWAY	LEMON GROVE	SAN DIEGO
454	2325 ROLL DR	SAN YSIDRO	SAN DIEGO
455	4823 N HARBOR DR	SAN DIEGO	SAN DIEGO
456	8200 UNIVERSITY AVE	LA MESA	SAN DIEGO
457	2959 MIDWAY DR	SAN DIEGO	SAN DIEGO
458	1044 CARLSBAD VILLAGE DR	CARLSBAD	SAN DIEGO
459	95 BONITA RD	CHULA VISTA	SAN DIEGO
460	696 N MOLLISON AVE	SAN DIEGO CO RURAL	SAN DIEGO
461	970 TAMARACK AVE	CARLSBAD	SAN DIEGO
462	3535 INDIA ST	SAN DIEGO	SAN DIEGO
463	1561 EUCLID AVE	SAN DIEGO	SAN DIEGO
464	3804 INGRAHAM ST	SAN DIEGO	SAN DIEGO
465	12402 WOODSIDE AVE	SAN DIEGO CO RURAL	SAN DIEGO

466	3860 GOVERNOR DR	SAN DIEGO CO RURAL	SAN DIEGO
467	3359 UNIVERSITY AVE	SAN DIEGO	SAN DIEGO
468	2290 CAMINO DEL RIO N	SAN DIEGO	SAN DIEGO
469	220 SYCAMORE RD	SAN YSIDRO	SAN DIEGO
470	540 LA COSTA AVE	LEUCADIA	SAN DIEGO
471	695 H ST	CHULA VISTA	SAN DIEGO
472	11095 CARMEL MT RD	SAN DIEGO	SAN DIEGO
473	805 BIRMINGHAM DR	CARDIFF BY THE SEA	SAN DIEGO
474	2295 S MELROSE DR	VISTA	SAN DIEGO
475	1200 W SAN MARCOS BLVD	SAN MARCOS	SAN DIEGO
476	604 DENNERY ROAD	SAN DIEGO	SAN DIEGO
477	785 COLLEGE BLVD	OCEANSIDE	SAN DIEGO
478	770 PLAZA CT	CHULA VISTA	SAN DIEGO
479	9936 MERCY RD	SAN DIEGO	SAN DIEGO
480	12295 SCRIPPS POWAY PKWY	POWAY	SAN DIEGO
481	695 E PALOMAR ST	CHULA VISTA	SAN DIEGO
482	2115 OLYMPIC PKWY	CHULA VISTA	SAN DIEGO
483	1145 TAVERN ROAD	ALPINE	SAN DIEGO
484	1501 VAN NESS AVE	SAN FRANCISCO	SAN FRANCISCO
485	6000 GEARY BLVD	SAN FRANCISCO	SAN FRANCISCO
486	2465 VAN NESS AVE	SAN FRANCISCO	SAN FRANCISCO
487	1000 HARRISON ST	SAN FRANCISCO	SAN FRANCISCO
488	1198 VALENCIA ST.	SAN FRANCISCO	SAN FRANCISCO
489	2399 MARKET ST	SAN FRANCISCO	SAN FRANCISCO
490	301 CLAREMONT BLVD	SAN FRANCISCO	SAN FRANCISCO
491	3675 GEARY BLVD	SAN FRANCISCO	SAN FRANCISCO
492	101 BAY SHORE BLVD	SAN FRANCISCO	SAN FRANCISCO
493	2998 SAN JOSE AVE	SAN FRANCISCO	SAN FRANCISCO
494	1100 JUNIPERO SERRA BLVD	SAN FRANCISCO	SAN FRANCISCO
495	2500 CALIFORNIA ST	SAN FRANCISCO	SAN FRANCISCO
496	1598 BAY ST	SAN FRANCISCO	SAN FRANCISCO
497	1288 19TH AVE	SAN FRANCISCO	SAN FRANCISCO
498	1698 FELL ST	SAN FRANCISCO	SAN FRANCISCO
499	1799 OCEAN AVE	SAN FRANCISCO	SAN FRANCISCO
500	1790 LOMBARD ST	SAN FRANCISCO	SAN FRANCISCO
501	1890 19TH AVE	SAN FRANCISCO	SAN FRANCISCO
502	1298 HOWARD ST.	SAN FRANCISCO	SAN FRANCISCO
503	334 E MAIN ST	RIPON	SAN JOAQUIN
504	2905 W BENJAMIN HOLT DR	STOCKTON	SAN JOAQUIN
505	6633 PACIFIC AVE	STOCKTON	SAN JOAQUIN
506	3775 TRACY BLVD	TRACY	SAN JOAQUIN

507	4344 WATERLOO RD	STOCKTON	SAN JOAQUIN
508	1960 W 11TH ST	TRACY	SAN JOAQUIN
509	1103 S MAIN ST	MANTECA	SAN JOAQUIN
510	755 S TRACY BLVD	TRACY	SAN JOAQUIN
511	3355 E HAMMER LN	STOCKTON	SAN JOAQUIN
512	1234 YOSEMITE AVENUE	MANTECA	SAN JOAQUIN
513	1442 A COLONY DRIVE	RIPON	SAN JOAQUIN
514	10858 TRINITY PARKWAY	STOCKTON	SAN JOAQUIN
515	328 MARSH STREET	SAN LUIS OBISPO	SAN LUIS OBISPO
516	251 GRAND AVE	ARROYO GRANDE	SAN LUIS OBISPO
517	151 N SANTA ROSA ST	SAN LUIS OBISPO	SAN LUIS OBISPO
518	6280 MORRO RD	ATASCADERO	SAN LUIS OBISPO
519	460 W TEFFT ST	NIPOMO	SAN LUIS OBISPO
520	1302 24TH ST	SAN LUIS OBISPO CO R	SAN LUIS OBISPO
521	3180 BROAD ST	SAN LUIS OBISPO	SAN LUIS OBISPO
522	1284 GRAND AVE	GROVER CITY	SAN LUIS OBISPO
523	2655 SHELL BEACH RD	PISMO BEACH	SAN LUIS OBISPO
524	320 E MILLBRAE AVE	MILLBRAE	SAN MATEO
525	1 WESTBOROUGH BLVD	SOUTH SAN FRANCISCO	SAN MATEO
526	260 EL CAMINO REAL	BURLINGAME	SAN MATEO
527	501 EL CAMINO REAL	MILLBRAE	SAN MATEO
528	2101 UNIVERSITY AVE	EAST PALO ALTO	SAN MATEO
529	990 VETERANS BLVD	REDWOOD CITY	SAN MATEO
530	1101 BROADWAY	BURLINGAME	SAN MATEO
531	790 POLHEMUS RD	SAN MATEO	SAN MATEO
532	1101 E HILLSDALE BLVD	FOSTER CITY	SAN MATEO
533	2045 RALSTON AVE	BELMONT	SAN MATEO
534	1001 SHORWAY RD	BELMONT	SAN MATEO
535	710 WOODSIDE RD	REDWOOD CITY	SAN MATEO
536	880 N DELAWARE ST	SAN MATEO	SAN MATEO
537	410 HICKEY BLVD	DALY CITY	SAN MATEO
538	602 E 4TH AVE	SAN MATEO	SAN MATEO
539	892 JOHN DALY BLVD	DALY CITY	SAN MATEO
540	2215 EL CAMINO REAL	REDWOOD CITY	SAN MATEO
541	300 S AIRPORT BLVD	SOUTH SAN FRANCISCO	SAN MATEO
542	375 CABRILLO HWY 1	HALF MOON BAY	SAN MATEO
543	100 MIDDLEFIELD RD	SAN MATEO CO RURAL	SAN MATEO
544	2690 BAYSHORE BLVD	DALY CITY	SAN MATEO
545	1399 WILLOW ROAD	MENLO PARK	SAN MATEO
546	1085 COAST VILLAGE RD	SANTA BARBARA	SANTA BARBARA
547	1476 E VALLEY RD	SANTA BARBARA CO RUR	SANTA BARBARA

548	206 EAST HWY 246, BOX 1640	SANTA BARBARA CO RUR	SANTA BARBARA
549	803 N MILPAS ST	SANTA BARBARA	SANTA BARBARA
550	6895 HOLLISTER AVENUE	GOLETA	SANTA BARBARA
551	4290 VIA REAL	CARPINTERIA	SANTA BARBARA
552	115 S LA CUMBRE RD	SANTA BARBARA	SANTA BARBARA
553	739 E DONOVAN RD	SANTA MARIA	SANTA BARBARA
554	6470 HOLLISTER AVE	SANTA BARBARA CO RUR	SANTA BARBARA
555	3580 SANTA MARIA WAY	SANTA MARIA	SANTA BARBARA
556	6096 COTTLE RD	SAN JOSE	SANTA CLARA
557	401 LEAVESLEY RD	GILROY	SANTA CLARA
558	3740 EL CAMINO REAL	SANTA CLARA	SANTA CLARA
559	2300 HOMESTEAD RD	LOS ALTOS	SANTA CLARA
560	1265 LAWRENCE STATION RD	SUNNYVALE	SANTA CLARA
561	45 W EL CAMINO REAL	MOUNTAIN VIEW	SANTA CLARA
562	3160 S BASCOM AVE	SAN JOSE	SANTA CLARA
563	1704 SARATOGA AVE	SAN JOSE	SANTA CLARA
564	825 E DUNNE AVE	MORGAN HILL	SANTA CLARA
565	1490 S PARK VICTORIA DR	MILPITAS	SANTA CLARA
566	2801 S WHITE RD	SAN JOSE	SANTA CLARA
567	500 LAWRENCE EXPY	SANTA CLARA	SANTA CLARA
568	1151 TULLY RD	SAN JOSE	SANTA CLARA
569	161 BLOSSOM HILL RD	SAN JOSE	SANTA CLARA
570	395 BIRD AVE	SANTA CLARA CO RURAL	SANTA CLARA
571	1030 LEIGH AVE	SANTA CLARA CO RURAL	SANTA CLARA
572	147 E SANTA CLARA ST	SAN JOSE	SANTA CLARA
573	404 SARATOGA AVE	SAN JOSE	SANTA CLARA
574	1656 FOXWORTHY AVE	SAN JOSE	SANTA CLARA
575	1699 S DE ANZA BLVD	CUPERTINO	SANTA CLARA
576	1747 N 1ST ST	SAN JOSE	SANTA CLARA
577	11010 N DE ANZA BLVD	CUPERTINO	SANTA CLARA
578	875 BLOSSOM HILL RD	SAN JOSE	SANTA CLARA
579	452 BLOSSOM HILL RD	SAN JOSE	SANTA CLARA
580	10023 S. DE ANZA BLVD	CUPERTINO	SANTA CLARA
581	1301 S WINCHESTER BLVD	SAN JOSE	SANTA CLARA
582	2252 LINCOLN AVE	SAN JOSE	SANTA CLARA
583	5887 MONTEREY RD	GILROY	SANTA CLARA
584	900 MERIDIAN AVE	SAN JOSE	SANTA CLARA
585	808 N SHORELINE BLVD	MOUNTAIN VIEW	SANTA CLARA
586	16455 ALMADEN EXPY	SAN JOSE	SANTA CLARA
587	275 LOS GATOS SARATOGA R	LOS GATOS	SANTA CLARA
588	2701 MCKEE RD	SAN JOSE	SANTA CLARA

589	296 N FAIROAKS AVE	SUNNYVALE	SANTA CLARA
590	3151 SENTER RD	SAN JOSE	SANTA CLARA
591	1589 S BASCOM AVE	CAMPBELL	SANTA CLARA
592	3405 WINCHESTER BLVD	CAMPBELL	SANTA CLARA
593	2710 STORY RD	SANTA CLARA CO RURAL	SANTA CLARA
594	1249 GREAT MALL DRIVE	MILPITAS	SANTA CLARA
595	7110 CAMINO ARROYO	GILROY	SANTA CLARA
596	222 MAIN ST	WATSON	SANTA CRUZ
597	404 SOQUEL AVE	SANTA CRUZ	SANTA CRUZ
598	805 OCEAN ST	SANTA CRUZ	SANTA CRUZ
599	200 LEE RD	WATSONVILLE	SANTA CRUZ
600	823 MISSION ST	SANTA CRUZ	SANTA CRUZ
601	7719 SOQUEL DR	SANTA CRUZ CO RURAL	SANTA CRUZ
602	6325 HIGHWAY 9	SANTA CRUZ CO RURAL	SANTA CRUZ
603	1650 41ST AVE	CAPITOLA	SANTA CRUZ
604	5200 SONOMA BLVD	VALLEJO	SOLANO
605	1300 STRATFORD AVE	DIXON	SOLANO
606	2033 SOLANO AVE	VALLEJO	SOLANO
607	10 SOLANO SQ	BENICIA	SOLANO
608	99 LINCOLN HWY W	VALLEJO	SOLANO
609	113 SUNSET CENTER	SUISUN CITY	SOLANO
610	299 ORANGE DR	VACAVILLE	SOLANO
611	541 DAVIS STREET	VACAVILLE	SOLANO
612	182 NUT TREE PKWY	VACAVILLE	SOLANO
613	6001 GOODYEAR ROAD	BENICIA	SOLANO
614	2 PETALUMA BLVD	PETALUMA	SONOMA
615	1715 SANTA ROSA AVE	SANTA ROSA	SONOMA
616	302 ROHNERT PARK EXPY W	ROHNERT PARK	SONOMA
617	701 MENDOCINO AVE	SANTA ROSA	SONOMA
618	1440 E WASHINGTON ST	PETALUMA	SONOMA
619	4999 PETALUMA BLVD N	PETALUMA	SONOMA
620	540 WEST NAPA STREET	SONOMA	SONOMA
621	4990 COMMERCE BLVD	ROHNERT PARK	SONOMA
622	879 HOPPER AVE	SANTA ROSA	SONOMA
623	730 STONY POINT RD	SANTA ROSA	SONOMA
624	1002 LAKEVILLE STREET	PETALUMA	SONOMA
625	100 E. GLENWOOD AVE.	TURLOCK	STANISLAUS
626	1501 HERNDON RD	CERES	STANISLAUS
627	1600 SISK RD	MODESTO	STANISLAUS
628	3900 PELANDALE AVE	MODESTO	STANISLAUS
629	2101 SYLVAN	MODESTO	STANISLAUS

630	2225 CLAIRBEL RD.	RIVERBANK	STANISLAUS
631	507 E THOMPSON BLVD	VENTURA	VENTURA
632	920 S SEAWARD AVE	VENTURA	VENTURA
633	502 NEW LOS ANGELES AVENUE	MOORPARK	VENTURA
634	2568 SYCAMORE DR	SIMI VALLEY	VENTURA
635	1960 VICTORIA AVE	OXNARD	VENTURA
636	2901 SAVIERS RD	OXNARD	VENTURA
637	805 VENTURA AVE	VENTURA COUNTY RURAL	VENTURA
638	7700 TELEGRAPH RD	VENTURA	VENTURA
639	1152 AVE DE LOS ARBOLES	THOUSAND OAKS	VENTURA
640	704 W VENTURA ST	FILLMORE	VENTURA
641	522 LAS POSAS RD	CAMARILLO	VENTURA
642	9460 TELEPHONE RD	VENTURA	VENTURA
643	566 W MAIN ST	SANTA PAULA	VENTURA
644	4870 SANTA ROSA RD	CAMARILLO	VENTURA
645	2395 ERRINGER RD	SIMI VALLEY	VENTURA
646	1900 N. ROSE AVENUE	OXNARD	VENTURA
647	1935 ANDERSON RD	DAVIS	YOLO
648	18430 COUNTY ROAD 102	YOLO COUNTY RURAL	YOLO
649	4800 W CAPITOL AVE	WEST SACRAMENTO	YOLO
650	4475 CHILES RD	DAVIS	YOLO

EXHIBIT B

EXHIBIT B – Current Facilities

No.	Location	City	County
1	24350 HESPERIAN BLVD	HAYWARD	ALAMEDA
2	37011 FREMONT BLVD	FREMONT	ALAMEDA
3	1797 SANTA RITA ROAD	PLEASANTON	ALAMEDA
4	1117 E 14TH ST	SAN LEANDRO	ALAMEDA
5	1802 WEBSTER ST	ALAMEDA	ALAMEDA
6	5500 TELEGRAPH AVE	OAKLAND	ALAMEDA
7	15900 HESPERIAN BLVD	SAN LORENZO	ALAMEDA
8	1990 DECOTO RD	UNION CITY	ALAMEDA
9	3005 GROVE WAY	CASTRO VALLEY	ALAMEDA
10	5300 MOWRY AVE	FREMONT	ALAMEDA
11	1700 CASTRO ST	OAKLAND	ALAMEDA
12	2020 DRISCOLL RD	FREMONT	ALAMEDA
13	191 98TH AVENUE	OAKLAND	ALAMEDA
14	2996 TELEGRAPH AVE	BERKELEY	ALAMEDA
15	5280 HOPYARD RD	PLEASANTON	ALAMEDA
16	1875 VALLEY AVENUE	PLEASANTON	ALAMEDA
17	1998 TICE VALLEY BLVD.	WALNUT CREEK	CONTRA COSTA
18	1455 MORAGA WAY	MORAGA	CONTRA COSTA
19	2001 WILLOW PASS RD	CONCORD	CONTRA COSTA
20	1250 MORELLO AVE	MARTINEZ	CONTRA COSTA
21	2895 N MAIN ST	WALNUT CREEK	CONTRA COSTA
22	3632 MT DIABLO BLVD	LAFAYETTE	CONTRA COSTA
23	11 ORINDA WAY	ORINDA	CONTRA COSTA
24	336 OAK ST	BRENTWOOD	CONTRA COSTA
25	5591 LONE TREE WAY	BRENTWOOD	CONTRA COSTA
26	2371 BALFOUR ROAD	BRENTWOOD	CONTRA COSTA
27	4295 CLAYTON RD	CONCORD	CONTRA COSTA
28	8000 CROW CANYON RD	DANVILLE	CONTRA COSTA
29	3177 DANVILLE BLVD	ALAMO	CONTRA COSTA
30	795 OAK GROVE RD	CONCORD	CONTRA COSTA
31	1700 MT DIABLO BLVD	WALNUT CREEK	CONTRA COSTA
32	2860 CROW CANYON RD	SAN RAMON	CONTRA COSTA
33	145 HARTZ AVE	DANVILLE	CONTRA COSTA
34	1805 YGNACIO VALLEY RD	WALNUT CREEK	CONTRA COSTA
35	18060 SAN RAMON VLY BLVD	SAN RAMON	CONTRA COSTA
36	901 W CUTTING BLVD	RICHMOND	CONTRA COSTA
37	11319 SAN PABLO AVE	EL CERRITO	CONTRA COSTA
38	3411 BLUME DRIVE	RICHMOND	CONTRA COSTA
39	3381 COACH LN	CAMERON PARK	EL DORADO
40	1020 E SHAW AVE	FRESNO	FRESNO
41	5596 E KINGS CANYON RD	FRESNO	FRESNO
42	25032 W DORRIS ST	COALINGA	FRESNO
43	46330 W PANOCHE RD # I-5	FIREBAUGH	FRESNO

No.	Location	City	County
44	3085 E. CENTRAL AVENUE	FRESNO	FRESNO
45	1250 W WOOD ST	WILLOWS	GLENN
46	832 W BIRCH ST	CALEXICO	IMPERIAL
47	1131 OAK ST	BAKERSFIELD	KERN
48	21981 HIGHWAY 46	LOST HILLS	KERN
49	6601 MING AVE	BAKERSFIELD	KERN
50	1125 COFFEE RD	BAKERSFIELD	KERN
51	13003 ROSEDALE HWY	BAKERSFIELD	KERN
52	3360 PANAMA LN	BAKERSFIELD	KERN
53	3033 W 25TH STREET	ROSAMOND	KERN
54	10 UNION AVENUE	BAKERSFIELD	KERN
55	27513 WARD AVE	KETTLEMAN CITY	KINGS
56	15255 SHERMAN WAY	VAN NUYS	LOS ANGELES
57	5600 SEPULVEDA BLVD	VAN NUYS	LOS ANGELES
58	20904 DEVONSHIRE STREET	CHATSWORTH	LOS ANGELES
59	8101 W SUNSET BLVD	LOS ANGELES	LOS ANGELES
60	24101 VENTURA BLVD	CALABASAS	LOS ANGELES
61	1655 VICTORY BLVD	GLENDALE	LOS ANGELES
62	623 FOOTHILL BLVD	LA CANADA	LOS ANGELES
63	7368 N FIGUEROA ST	LOS ANGELES	LOS ANGELES
64	27549 B THE OLD ROAD	VALENCIA	LOS ANGELES
65	37217 47TH ST EAST	PALMDALE	LOS ANGELES
66	10867 SANTA MONICA BLVD	LOS ANGELES	LOS ANGELES
67	110 S BARRINGTON AVE	LOS ANGELES	LOS ANGELES
68	10984 LE CONTE AVE	LOS ANGELES	LOS ANGELES
69	1630 S ELENA AVE	REDONDO BEACH	LOS ANGELES
70	2400 LINCOLN BLVD	VENICE	LOS ANGELES
71	525 W WASHINGTON BLVD	LOS ANGELES	LOS ANGELES
72	5156 W CENTURY BLVD	INGLEWOOD	LOS ANGELES
73	601 VISTA DEL MAR	EL SEGUNDO	LOS ANGELES
74	101 S SEPULVEDA BLVD	EL SEGUNDO	LOS ANGELES
75	106 S GAFFEY ST	SAN PEDRO	LOS ANGELES
76	670 N SEPULVEDA BLVD	LOS ANGELES	LOS ANGELES
77	3633 N SEPULVEDA BLVD	MANHATTAN BEACH	LOS ANGELES
78	4015 W CENTURY BLVD	INGLEWOOD	LOS ANGELES
79	4000 S. FIGUEROA ST.	LOS ANGELES	LOS ANGELES
80	150 S DIAMOND BAR BLVD	DIAMOND BAR	LOS ANGELES
81	1203 N GRAND AVE	WALNUT	LOS ANGELES
82	300 S ATLANTIC BLVD	ALHAMBRA	LOS ANGELES
83	11453 VALLEY BLVD	EL MONTE	LOS ANGELES
84	12155 IMPERIAL HWY	NORWALK	LOS ANGELES
85	11426 TELEGRAPH RD	SANTA FE SPRINGS	LOS ANGELES
86	14021 VALLEY VIEW AVE	LA MIRADA	LOS ANGELES
87	10967 ALONDRA BLVD	NORWALK	LOS ANGELES
88	3160 BALDWIN PARK BLVD	BALDWIN PARK	LOS ANGELES

No.	Location	City	County
89	2599 CHERRY AVENUE	SIGNAL HILL	LOS ANGELES
90	2471 BELLFLOWER BLVD	LONG BEACH	LOS ANGELES
91	13361 CROSSROAD PARKWAY	CITY OF INDUSTRY	LOS ANGELES
92	4005 EAGLE ROCK BLVD	LOS ANGELES	LOS ANGELES
93	1787 N HIGHLAND AVE	LOS ANGELES	LOS ANGELES
94	232 MAIN ST	EL SEGUNDO	LOS ANGELES
95	1868 N WESTERN AVE	LOS ANGELES	LOS ANGELES
96	11197 WASHINGTON PL	CULVER CITY	LOS ANGELES
97	5230 SEPULVEDA BLVD	TORRANCE	LOS ANGELES
98	2065 S. LA CIENEGA BLVD.	LOS ANGELES	LOS ANGELES
99	2610 N LAKEWOOD BLVD	LONG BEACH	LOS ANGELES
100	650 E WASHINGTON BLVD	LOS ANGELES	LOS ANGELES
101	3100 N SAN FERNANDO RD	LOS ANGELES	LOS ANGELES
102	1330 SANTA MONICA BLVD	SANTA MONICA	LOS ANGELES
103	233 N ALTADENA DR	PASADENA	LOS ANGELES
104	1107 N LA CIENEGA BLVD	WEST HOLLYWOOD	LOS ANGELES
105	1732 LINCOLN BLVD	SANTA MONICA	LOS ANGELES
106	11852 SAN VICENTE BLVD	LOS ANGELES	LOS ANGELES
107	1400 E COLORADO BLVD	PASADENA	LOS ANGELES
108	160 E CALIFORNIA BLVD	PASADENA	LOS ANGELES
109	780 W GARVEY AVE	MONTEREY PARK	LOS ANGELES
110	2600 W VALLEY BLVD	ALHAMBRA	LOS ANGELES
111	250 S ATLANTIC BLVD	LOS ANGELES	LOS ANGELES
112	1105 SANTA ANITA AVE	SOUTH EL MONTE	LOS ANGELES
113	1515 S MYRTLE AVE	MONROVIA	LOS ANGELES
114	17009 RINALDI ST	GRANADA HILLS	LOS ANGELES
115	1549 S NOVATO BLVD	NOVATO	MARIN
116	22 ROWLAND WAY	NOVATO	MARIN
117	949 DEL PRESIDIO BLVD	SAN RAFAEL	MARIN
118	90 MADERA BLVD	CORTE MADERA	MARIN
119	301 SIR FRANCIS DRAKE BL	GREENBRAE	MARIN
120	12801 HIGHWAY 33	SANTA NELLA	MERCED
121	381 JOSEPH GALLO DR	LIVINGSTON	MERCED
122	351 FREMONT ST	MONTEREY	MONTEREY
123	3645 RIO RD	CARMEL	MONTEREY
124	2400 FREMONT BLVD	MONTEREY	MONTEREY
125	800 W IMOLA AVE	NAPA	NAPA
126	630 TRANCAS ST	NAPA	NAPA
127	401 NAPA JUNCTION RD.	AMERICAN CANYON	NAPA
128	23631 ROCKFIELD BLVD	LAKE FOREST	ORANGE
129	18692 MACARTHUR BLVD	IRVINE	ORANGE
130	17561 MACARTHUR BLVD	IRVINE	ORANGE
131	18002 CULVER DR	IRVINE	ORANGE
132	23022 ALISO CREEK RD	ALISO VIEJO	ORANGE
133	1240 BISON AVE	NEWPORT BEACH	ORANGE

No.	Location	City	County
134	5425 ALTON PKWY	IRVINE	ORANGE
135	80 CORPORATE PARK	IRVINE	ORANGE
136	2740 BRYAN AVE	TUSTIN	ORANGE
137	2121 SE BRISTOL ST	NEWPORT BEACH	ORANGE
138	16221 LAKE FOREST DRIVE	IRVINE	ORANGE
139	15425 CULVER DRIVE	IRVINE	ORANGE
140	3921 IRVINE BLVD	IRVINE	ORANGE
141	6320 IRVINE BLVD	IRVINE	ORANGE
142	3801 PORTOLA PARKWAY	IRVINE	ORANGE
143	26302 OSO PKWY	MISSION VIEJO	ORANGE
144	27112 ORTEGA HWY	SAN JUAN CAPISTRANO	ORANGE
145	34164 COAST HWY	DANA POINT	ORANGE
146	515 EAST AVIENDA PICO	SAN CLEMENTE	ORANGE
147	19751 YORBA LINDA BLVD	YORBA LINDA	ORANGE
148	3801 S BRISTOL ST	SANTA ANA	ORANGE
149	17241 17TH ST	TUSTIN	ORANGE
150	10020 WARNER AVE	FOUNTAIN VALLEY	ORANGE
151	3190 HARBOR BLVD	COSTA MESA	ORANGE
152	2160 HARBOR BLVD	COSTA MESA	ORANGE
153	2961 YORBA LINDA BLVD	FULLERTON	ORANGE
154	3000 FAIRVIEW AVE	COSTA MESA	ORANGE
155	8000 E SANTA ANA CANYON	ANAHEIM	ORANGE
156	100 E KATELLA AVE	ANAHEIM	ORANGE
157	1151 SOUTH HARBOR BLVD	LA HABRA	ORANGE
158	1950 W IMPERIAL HWY	LA HABRA	ORANGE
159	5241 BEACH BLVD	BUENA PARK	ORANGE
160	1101 NORTH MAGNOLIA	ANAHEIM	ORANGE
161	27742 CROWN VALLEY PKWY	MISSION VIEJO	ORANGE
162	32001 CAMINO CAPISTRANO	SAN JUAN CAPISTRANO	ORANGE
163	30072 CROWN VALLEY PKWY	LAGUNA NIGUEL	ORANGE
164	2546 E COAST HWY	CORONA DEL MAR	ORANGE
165	400 E 17TH ST	SANTA ANA	ORANGE
166	26988 ORTEGA HIGHWAY	SAN JUAN CAPISTRANO	ORANGE
167	10972 KATELLA AVE	ANAHEIM	ORANGE
168	700 E IMPERIAL HWY	BREA	ORANGE
169	13381 LINCOLN WAY	AUBURN	PLACER
170	4211 SIERRA COLLEGE BLVD	ROCKLIN	PLACER
171	1400 BLUE OAKS BLVD	ROSEVILLE	PLACER
172	8001 WASHINGTON BLVD	ROSEVILLE	PLACER
173	1400 E ROSEVILLE PARKWAY	ROSEVILLE	PLACER
174	10291 FAIRWAY DR	ROSEVILLE	PLACER
175	945 TWELVE BRIDGE DR	LINCOLN	PLACER
176	4710 GREEN RIVER RD	CORONA	RIVERSIDE
177	321 S LOVEKIN BLVD	BLYTHE	RIVERSIDE
178	72801 HIGHWAY 111	PALM DESERT	RIVERSIDE

No.	Location	City	County
179	12431 HEACOCK ST	MORENO VALLEY	RIVERSIDE
180	428 S REDLANDS BLVD	PERRIS	RIVERSIDE
181	720 W RAMONA EXPY	SAN JACINTO	RIVERSIDE
182	22520 CACTUS AVE	MORENO VALLEY	RIVERSIDE
183	48320 SEMINOLE DR	CABAZON	RIVERSIDE
184	36101 BOB HOPE DRIVE	RANCHO MIRAGE	RIVERSIDE
185	22600 PALM DRIVE	DESERT HOT SPRINGS	RIVERSIDE
186	46651 DILLON ROAD	COACHELLA	RIVERSIDE
187	26015 NEWPORT RD	MENIFEE	RIVERSIDE
188	31640 MISSION TRL	LAKE ELSINORE	RIVERSIDE
189	2270 FRONTAGE RD	CORONA	RIVERSIDE
190	3476 VAN BUREN BLVD	RIVERSIDE	RIVERSIDE
191	18451 DEXTER AVE	LAKE ELSINORE	RIVERSIDE
192	3390 LA SIERRA AVE	RIVERSIDE	RIVERSIDE
193	40500 CALIFORNIA OAKS RD	MURRIETA	RIVERSIDE
194	40635 WINCHESTER RD	TEMECULA	RIVERSIDE
195	2200 ALESSANDRO BLVD	RIVERSIDE	RIVERSIDE
196	1501 6TH ST	NORCO	RIVERSIDE
197	31669 TEMECULA PKWY	TEMECULA	RIVERSIDE
198	1140 EAST ONTARIO AVENUE	CORONA	RIVERSIDE
199	130 W FOOTHILL PKWY	CORONA	RIVERSIDE
200	24625 MADISON AVE.	MURRIETA	RIVERSIDE
201	12464 LIMONITE AVE	EASTVALE	RIVERSIDE
202	39440 MURRIETA HOT SPRINGS RD	MURRIETA	RIVERSIDE
203	19220 VAN BUREN BLVD	RIVERSIDE	RIVERSIDE
204	1315 MAGNOLIA AVENUE	CORONA	RIVERSIDE
205	309 S MAIN ST	CORONA	RIVERSIDE
206	1940 65TH ST	SACRAMENTO	SACRAMENTO
207	4221 RALEY BLVD	SACRAMENTO	SACRAMENTO
208	8099 FOLSOM BLVD	SACRAMENTO	SACRAMENTO
209	2358 SUNRISE BLVD	RANCHO CORDOVA	SACRAMENTO
210	201 RICHARDS BLVD	SACRAMENTO	SACRAMENTO
211	1235 FLORIN RD	SACRAMENTO	SACRAMENTO
212	12205 TRIBUTARY POINT DR	RANCHO CORDOVA	SACRAMENTO
213	8169 ELK GROVE BLVD	ELK GROVE	SACRAMENTO
214	8501 BOND ROAD	ELK GROVE	SACRAMENTO
215	8296 LAGUNA BLVD	ELK GROVE	SACRAMENTO
216	9615 WEST TARON DRIVE	ELK GROVE	SACRAMENTO
217	2700 DEL PASO ROAD	SACRAMENTO	SACRAMENTO
218	4300 MADISON AVENUE	SACRAMENTO	SACRAMENTO
219	9680 BUSINESS PARK DR	SACRAMENTO	SACRAMENTO
220	6151 GREENBACK LN	CITRUS HEIGHTS	SACRAMENTO
221	9881 GREENBACK LN	FOLSOM	SACRAMENTO
222	8900 MADISON AVE	FAIR OAKS	SACRAMENTO
223	2789 EAST BIDWELL STREET	FOLSOM	SACRAMENTO

No.	Location	City	County
224	1890 PRAIRIE CITY ROAD	FOLSOM	SACRAMENTO
225	215 PLACERVILLE RD	FOLSOM	SACRAMENTO
226	12345 RAMONA AVE	CHINO	SAN BERNARDINO
227	3610 GRAND AVENUE	CHINO HILLS	SAN BERNARDINO
228	8687 BASELINE RD	CUCAMONGA (RANCHO)	SAN BERNARDINO
229	2890 LENWOOD RD	BARSTOW	SAN BERNARDINO
230	72083 BAKER BLVD	BAKER	SAN BERNARDINO
231	12576 BASELINE RD	CUCAMONGA (RANCHO)	SAN BERNARDINO
232	19180 BEAR VALLEY RD	APPLE VALLEY	SAN BERNARDINO
233	12659 FOOTHILL BLVD.	CUCAMONGA (RANCHO)	SAN BERNARDINO
234	14796 LA PAZ ROAD	VICTORVILLE	SAN BERNARDINO
235	791 N MILLIKEN AVE	ONTARIO	SAN BERNARDINO
236	3260 WAGON TRAIN ROAD	PHELAN	SAN BERNARDINO
237	15320 BEAR VALLEY ROAD	VICTORVILLE	SAN BERNARDINO
238	14526 BASELINE RD.	FONTANA	SAN BERNARDINO
239	8801 FOOTHILL BLVD	CUCAMONGA (RANCHO)	SAN BERNARDINO
240	3500 E. PHILADELPHIA ST.	ONTARIO	SAN BERNARDINO
241	15160 SUMMIT AVE	FONTANA	SAN BERNARDINO
242	8075 MONET AVE	CUCAMONGA (RANCHO)	SAN BERNARDINO
243	4880 MOTOR LANE BLDG. B	ONTARIO	SAN BERNARDINO
244	1780 S GROVE AVENUE	ONTARIO	SAN BERNARDINO
245	11285 SIERRA AVENUE	FONTANA	SAN BERNARDINO
246	25690 BARTON RD	LOMA LINDA	SAN BERNARDINO
247	101 E VALLEY BLVD	RIALTO	SAN BERNARDINO
248	31412 YUCAIPA BLVD	YUCAIPA	SAN BERNARDINO
249	475 S CEDAR AVENUE	RIALTO	SAN BERNARDINO
250	1601 N COAST HWY	OCEANSIDE	SAN DIEGO
251	2500 EL CAMINO REAL	CARLSBAD	SAN DIEGO
252	970 TAMARACK AVE	CARLSBAD	SAN DIEGO
253	540 LA COSTA AVE	LEUCADIA	SAN DIEGO
254	11095 CARMEL MT RD	SAN DIEGO	SAN DIEGO
255	805 BIRMINGHAM DR	CARDIFF BY THE SEA	SAN DIEGO
256	2295 S MELROSE DR	VISTA	SAN DIEGO
257	1200 W SAN MARCOS BLVD	SAN MARCOS	SAN DIEGO
258	785 COLLEGE BLVD	OCEANSIDE	SAN DIEGO
259	9936 MERCY RD	SAN DIEGO	SAN DIEGO
260	12295 SCRIPPS POWAY PKWY	POWAY	SAN DIEGO
261	8888 N MAGNOLIA AVE	SANTEE	SAN DIEGO
262	2432 CORONADO AVE	SAN DIEGO	SAN DIEGO
263	7209 BROADWAY	LEMON GROVE	SAN DIEGO
264	2959 MIDWAY DR	SAN DIEGO	SAN DIEGO
265	696 N MOLLISON AVE	EL CAJON	SAN DIEGO
266	3359 UNIVERSITY AVE	SAN DIEGO	SAN DIEGO
267	220 SYCAMORE RD	SAN YSIDRO	SAN DIEGO
268	604 DENNERY ROAD	SAN DIEGO	SAN DIEGO

No.	Location	City	County
269	770 PLAZA CT	CHULA VISTA	SAN DIEGO
270	695 E PALOMAR ST	CHULA VISTA	SAN DIEGO
271	2115 OLYMPIC PKWY	CHULA VISTA	SAN DIEGO
272	1145 TAVERN ROAD	ALPINE	SAN DIEGO
273	2290 CAMINO DEL RIO N	SAN DIEGO	SAN DIEGO
274	6000 GEARY BLVD	SAN FRANCISCO	SAN FRANCISCO
275	101 BAY SHORE BLVD	SAN FRANCISCO	SAN FRANCISCO
276	1698 FELL ST	SAN FRANCISCO	SAN FRANCISCO
277	1501 VAN NESS AVE	SAN FRANCISCO	SAN FRANCISCO
278	1000 HARRISON ST	SAN FRANCISCO	SAN FRANCISCO
279	3675 GEARY BLVD	SAN FRANCISCO	SAN FRANCISCO
280	2998 SAN JOSE AVE	SAN FRANCISCO	SAN FRANCISCO
281	1100 JUNIPERO SERRA BL	SAN FRANCISCO	SAN FRANCISCO
282	1288 19TH AVE	SAN FRANCISCO	SAN FRANCISCO
283	1790 LOMBARD ST	SAN FRANCISCO	SAN FRANCISCO
284	1298 HOWARD ST	SAN FRANCISCO	SAN FRANCISCO
285	3775 TRACY BLVD	TRACY	SAN JOAQUIN
286	2905 W BENJAMIN HOLT DR	STOCKTON	SAN JOAQUIN
287	6633 PACIFIC AVE	STOCKTON	SAN JOAQUIN
288	4344 WATERLOO RD	STOCKTON	SAN JOAQUIN
289	1103 S MAIN ST	MANTECA	SAN JOAQUIN
290	3355 E HAMMER LN	STOCKTON	SAN JOAQUIN
291	1234 YOSEMITE AVENUE	MANTECA	SAN JOAQUIN
292	1442 A COLONY DRIVE	RIPON	SAN JOAQUIN
293	10858 TRINITY PARKWAY	STOCKTON	SAN JOAQUIN
294	1960 W 11TH ST	TRACY	SAN JOAQUIN
295	755 S TRACY BLVD	TRACY	SAN JOAQUIN
296	251 E GRAND AVE	ARROYO GRANDE	SAN LUIS OBISPO
297	151 N SANTA ROSA ST	SAN LUIS OBISPO	SAN LUIS OBISPO
298	460 W TEFPT ST	NIPOMO	SAN LUIS OBISPO
299	1302 24TH ST	PASO ROBLES	SAN LUIS OBISPO
300	3180 BROAD ST	SAN LUIS OBISPO	SAN LUIS OBISPO
301	2215 EL CAMINO REAL	REDWOOD CITY	SAN MATEO
302	300 S AIRPORT BLVD	SOUTH SAN FRANCISCO	SAN MATEO
303	2690 BAYSHORE BLVD	DALY CITY	SAN MATEO
304	2101 UNIVERSITY AVE	EAST PALO ALTO	SAN MATEO
305	990 VETERANS BLVD	REDWOOD CITY	SAN MATEO
306	1399 WILLOW ROAD	MENLO PARK	SAN MATEO
307	320 E MILLBRAE AVE	MILLBRAE	SAN MATEO
308	1101 BROADWAY	BURLINGAME	SAN MATEO
309	790 POLHEMUS RD	SAN MATEO	SAN MATEO
310	1101 E HILLSDALE BLVD	FOSTER CITY	SAN MATEO
311	2045 RALSTON AVE	BELMONT	SAN MATEO
312	410 HICKEY BLVD	DALY CITY	SAN MATEO
313	892 JOHN DALY BLVD	DALY CITY	SAN MATEO

No.	Location	City	County
314	206 EAST HWY 246	BUELLTON	SANTA BARBARA
315	4290 VIA REAL	CARPINTERIA	SANTA BARBARA
316	115 S LA CUMBRE RD	SANTA BARBARA	SANTA BARBARA
317	3580 SANTA MARIA WAY	SANTA MARIA	SANTA BARBARA
318	6895 HOLLISTER AVE	GOLETA	SANTA BARBARA
319	6096 COTTLE RD	SAN JOSE	SANTA CLARA
320	3160 S BASCOM AVE	SAN JOSE	SANTA CLARA
321	2801 S WHITE RD	SAN JOSE	SANTA CLARA
322	900 MERIDIAN AVE	SAN JOSE	SANTA CLARA
323	16455 ALMADEN EXPRESSWAY	SAN JOSE	SANTA CLARA
324	500 LAWRENCE EXPY	SANTA CLARA	SANTA CLARA
325	5887 MONTEREY RD	GILROY	SANTA CLARA
326	808 N SHORELINE BLVD	MOUNTAIN VIEW	SANTA CLARA
327	3405 WINCHESTER BLVD	CAMPBELL	SANTA CLARA
328	1490 S PARK VICTORIA DR	MILPITAS	SANTA CLARA
329	1249 GREAT MALL DRIVE	MILPITAS	SANTA CLARA
330	1265 LAWRENCE STATION RD	SUNNYVALE	SANTA CLARA
331	45 W EL CAMINO REAL	MOUNTAIN VIEW	SANTA CLARA
332	1704 SARATOGA AVE	SAN JOSE	SANTA CLARA
333	825 E DUNNE AVE	MORGAN HILL	SANTA CLARA
334	1151 TULLY RD	SAN JOSE	SANTA CLARA
335	404 SARATOGA AVE	SAN JOSE	SANTA CLARA
336	11010 N DE ANZA BLVD	CUPERTINO	SANTA CLARA
337	875 BLOSSOM HILL RD	SAN JOSE	SANTA CLARA
338	10023 S. DE ANZA BLVD	CUPERTINO	SANTA CLARA
339	1301 S WINCHESTER BLVD	SAN JOSE	SANTA CLARA
340	2252 LINCOLN AVE	SAN JOSE	SANTA CLARA
341	2701 MCKEE RD	SAN JOSE	SANTA CLARA
342	1589 S BASCOM AVE	CAMPBELL	SANTA CLARA
343	7110 CAMINO ARROYO	GILROY	SANTA CLARA
344	404 SOQUEL AVE	SANTA CRUZ	SANTA CRUZ
345	1650 41ST AVE	CAPITOLA	SANTA CRUZ
346	5200 SONOMA BLVD	VALLEJO	SOLANO
347	10 SOLANO SQ	BENICIA	SOLANO
348	299 ORANGE DR	VACAVILLE	SOLANO
349	182 NUT TREE PKWY	VACAVILLE	SOLANO
350	6001 GOODYEAR ROAD	BENICIA	SOLANO
351	1440 E WASHINGTON ST	PETALUMA	SONOMA
352	4999 PETALUMA BLVD N	PETALUMA	SONOMA
353	540 WEST NAPA STREET	SONOMA	SONOMA
354	4990 COMMERCE BLVD	ROHNERT PARK	SONOMA
355	879 HOPPER AVE	SANTA ROSA	SONOMA
356	730 STONY POINT RD	SANTA ROSA	SONOMA
357	1002 LAKEVILLE STREET	PETALUMA	SONOMA
358	1501 HERNDON RD	CERES	STANISLAUS

No.	Location	City	County
359	1600 SISK RD	MODESTO	STANISLAUS
360	2101 SYLVAN	MODESTO	STANISLAUS
361	2225 CLAIRBEL RD.	RIVERBANK	STANISLAUS
362	920 S SEAWARD AVE	VENTURA	VENTURA
363	2568 SYCAMORE DR	SIMI VALLEY	VENTURA
364	4870 SANTA ROSA RD	CAMARILLO	VENTURA
365	2395 ERRINGER RD	SIMI VALLEY	VENTURA
366	1900 N. ROSE AVENUE	OXNARD	VENTURA
367	507 E THOMPSON BLVD	VENTURA	VENTURA
368	704 WEST VENTURA STREET	FILLMORE	VENTURA
369	18430 COUNTY ROAD 102	WOODLAND	YOLO
370	4800 W CAPITOL AVE	WEST SACRAMENTO	YOLO
371	4475 CHILES RD	DAVIS	YOLO

EXHIBIT C

EXHIBIT C - Disbursement of Civil Penalties

District Attorney Office Receiving Civil Penalties	Business and Professions Code § 17200 Penalties	Health and Safety Code § 25299 Penalties	Total of Penalty Payments	Payment Due Date
Contra Costa	\$ 300,000.00		\$ 300,000.00	30 days after entry
Humboldt	\$ 150,000.00		\$ 150,000.00	30 days after entry
Los Angeles	\$ 200,000.00		\$ 200,000.00	30 days after entry
Merced	\$ 200,000.00		\$ 200,000.00	30 days after entry
Nevada	\$ 150,000.00		\$ 150,000.00	30 days after entry
Riverside	\$ 100,000.00		\$ 100,000.00	30 days after entry
Sacramento	\$ 3,500,000.00		\$ 3,500,000.00	30 days after entry
San Bernardino	\$ 300,000.00		\$ 300,000.00	30 days after entry
San Joaquin	\$ 250,000.00		\$ 250,000.00	30 days after entry
	\$ 5,150,000.00		\$ 5,150,000.00	
Regulatory/Law Enforcement Agencies Receiving Civil Penalties				
Contra Costa County Hazardous Materials Program		\$ 500,000.00	\$ 500,000.00	30 days after entry
Humboldt County DH&HS, Division of Environmental Health		\$ 150,000.00	\$ 150,000.00	30 days after entry
Los Angeles County Department of Public Works		\$ 500,000.00	\$ 500,000.00	30 days after entry
Merced County DPH, Division of Environmental Health		\$ 250,000.00	\$ 250,000.00	30 days after entry
Nevada County Environmental Health Department		\$ 150,000.00	\$ 150,000.00	30 days after entry
Riverside County Department of Environmental Health HAZMAT		\$ 500,000.00	\$ 500,000.00	30 days after entry
Sacramento County Environmental Management Department		\$ 750,000.00	\$ 750,000.00	30 days after entry
San Bernardino County Fire Protection District		\$ 250,000.00	\$ 250,000.00	30 days after entry
San Diego County Department of Environmental Health		\$ 400,000.00	\$ 400,000.00	30 days after entry
San Joaquin County Environmental Health Department		\$ 400,000.00	\$ 400,000.00	30 days after entry
		\$ 3,850,000.00	\$ 3,850,000.00	

EXHIBIT D

EXHIBIT D - Abandoned Well Restoration Project

The Sacramento County Environmental Management Department (EMD) estimates that over 1,000 abandoned wells exist in Sacramento County. The locations, owners of record, and condition of these wells are largely unknown. Abandoned wells create a conduit for contaminants from surface to groundwater, and between adjoining aquifers. With expanding urbanization, increasing potential for surface flooding and well-drawdown, and migrating groundwater contaminant plumes, these wells become an ever-increasing threat to human health and the environment. This project includes a three-pronged approach to mitigate this threat.

- A. Establishing and documenting well locations: Record research and field surveys will be conducted, and well locations will be recorded using GPS. Conditions of each abandoned well will be documented by photographs.
- B. Follow up: The GPS data will be imported as a layer into the County's GIS (ParcelViewer) and correlated with existing GIS maps of contaminant plumes. The information also will include well ownership and will assist in serving the owner with a Notice to Comply.
- C. Revolving account for indigent destructions: An account will be established to fund the proper destruction of abandoned wells where enforcement may be problematic due to a financially indigent well owner.

It is envisioned that the Abandoned Well Restoration Project will be completed utilizing a combination of in-house EMD and contract personnel. EMD will ensure that proper accounting and reporting relating to the use of the funds received for this Project is maintained.

EXHIBIT E

EXHIBIT E - CHEVRON UST COMPLIANCE ASSURANCE INITIATIVES

Chevron has developed a set of Underground Storage Tank (“UST”) Compliance Assurance Initiatives (“Initiatives”) to help meet its goal of achieving full compliance with California’s UST regulations at all of its service stations in the State of California (“Stations”). This includes both its company-owned, company-operated Stations (“COCOs”) and its company-owned, retail-operated Stations (“COROs”). These Initiatives are intended to improve upon the UST compliance management practices that Chevron already has in place.

Nothing in this document shall be interpreted or applied to relieve Defendants of their existing obligations to comply with statutes, regulations, requirements, or other laws. Nothing in this document shall be interpreted as an admission of wrongdoing or liability by Chevron.

In the event that Chevron undergoes organizational or management changes that affect its future administration and implementation of any of the Initiatives described herein, Chevron shall contact the Attorney General’s office to notify it of the change. In addition, Chevron shall provide the Attorney General with a description of the change, how Chevron will continue effective administration and implementation of the Initiative, and a reasonable opportunity to suggest any revision to the Initiative that may be necessitated by the change.

The Initiatives shall include the following:

A. Centralized Management Responsibility

Chevron shall consolidate the activities related to UST compliance certification testing and maintenance within a single organization (Maintenance and Construction) in order to improve coordination and increase accountability.

Chevron shall monitor the success of the Initiatives described in this document by annually reviewing the performance of both employees and third-party contractors. Chevron shall develop and impose strict consequences for non-compliance with UST regulations by imposing performance requirements for employees, which will be tied to such employees’ reviews and job promotion as further described in sub-part (D), and enforcing contractual obligations for third-party contractors, as further described in sub-part (F).

B. New Compliance Coordinator Positions

Chevron shall create at least two new compliance coordinator positions within its Maintenance and Construction organization. These coordinators will serve as a centralized resource for all communication and activity related to the certification, testing, and associated maintenance of the UST systems at each Station. The coordinators shall be assigned to one of two geographic zones (Northern California and Southern California) and be responsible for all Stations within their assigned zone. In addition, the coordinators will communicate with Certified Unified Program Agencies (“CUPAs”) regarding the correction of any issues identified during Station compliance testing and certification (“Notice”).

The coordinators will utilize Chevron’s improved database system, described below, to track and monitor UST compliance throughout the State.

C. Independent Health, Environment and Safety Oversight

Chevron shall use its Health, Environment and Safety (“HES”) organization and personnel to provide several key functions related to improved UST compliance, including offering subject matter expertise regarding UST system compliance issues at individual Stations, and, if the HES service station representative deems it necessary, providing internal oversight of UST compliance at each Station.

D. Station Level Compliance

Chevron shall develop and maintain (and conduct training relating to) clear job responsibilities and ongoing, periodic reporting obligations for all Chevron employees responsible for UST compliance at the Station level, including business consultants, compliance coordinators, site managers, and designated operators. Job success and advancement shall be tied to the performance of an employee’s UST compliance responsibilities.

E. Monitoring Equipment Verification

Chevron shall inspect all of the sensors used to monitor the UST secondary containment systems at every Station within 90 days of the date of the Effective Date of the Final Judgment. This inspection shall verify that the monitoring equipment and systems are in proper working order and that the sensors are properly placed at a low point within the sump. Chevron will keep written records of this verification and maintain such records in a database.

Chevron shall seek to ensure that sensors and site monitoring systems are not tampered with. Access to such sensors and systems shall be limited to authorized personnel, including Chevron station managers, construction and maintenance employees, and HES station representatives. Chevron shall discipline any Station employee or third-party contractor who tampers or attempts to tamper with the sensors or monitoring systems.

Chevron shall develop a program to visually inspect the secondary containment systems at each of its Stations for the presence of liquid at least once every 120 days. Any liquid found during such inspections will be promptly removed and the cause of the liquid intrusion will be investigated and addressed.

F. Monitoring of Third-Party Contractors

Chevron relies on third-party contractors to aid in the monitoring, compliance testing and certification, and maintenance of its UST systems. Each year, Chevron shall conduct a performance review of such third-party contractors to ensure compliance with all applicable rules and regulations. Chevron shall notify third-party contractors of the consequences of non-compliance, which may include, but are not limited to, termination of the third-party’s contract with Chevron.

Chevron shall not allow the sub-contracting of UST maintenance and construction operations to contractors that have not been approved by Chevron.

G. Best Practices on Return to Compliance and Communication with CUPAs

Chevron shall develop and rely upon formalized documentation of its communications with all CUPAs regarding the correction of any issues identified in a Notice. Chevron shall coordinate with the CUPAs to help ensure that CUPAs provide all Notices to a centralized location. Chevron shall maintain a database to store and track all Notices in order to ensure timely correction and response.

H. Database Consolidation and Improvement

Chevron has used several database systems to store and track information regarding the permitting, certification, and maintenance of its UST systems. Chevron shall consolidate the information in such database systems into a single, web-based home page, which will be accessible to all Chevron employees involved with UST compliance at its California service stations, in order to better track and manage such information. Chevron shall add more complete information regarding compliance certification and associated maintenance to the database to drive improved UST compliance.

I. UST Compliance Training

Chevron shall develop a training program to communicate the goals and expectations described in both this Initiative and the applicable UST regulations.

Chevron shall take all reasonable steps to ensure that all COCO and CORO employees and third-party contractors involved with UST compliance are provided with this training within six (6) months of the effective date of this Final Judgment. Chevron shall take all reasonable steps to ensure that all new COCO and CORO employees and third-party contractors involved within UST compliance are provided with this training within six months of the date of hire or contracting.

J. Fiberlite Lid Replacement Program

Within five years of the Effective Date of the Final Judgment entered in this action, Chevron shall replace its manway covers and perform associated maintenance work at selected COCO and CORO stations throughout California to better facilitate access to and monitoring of potential leaks from its UST systems. Chevron shall spend \$1,250,000 on this Program throughout the State, and at least \$250,000 of that amount shall be expended on stations in the County of Sacramento. Chevron shall have the discretion to choose which COCO and CORO stations are included in this Program.

The Replacement Program at each station will vary depending on the needs of the station. It may include some or all of the following: (a) replacement of existing fill sump and turbine sump manway covers with Fiberlite Watertite manway covers; (b) partial replacement of tank pads in order to accommodate the Fiberlite Watertite manway covers; (c) installation of sump sensors in fill sumps where not existing; (d) modifications to sump reducer covers; and/or (d) associated miscellaneous sump repairs. The approximate cost of this Program is \$15,000 per station site. Chevron shall provide annual reports demonstrating the expenditure of such funds and describing the specific activities completed.

DECLARATION OF SERVICE BY OVERNIGHT COURIER

Case Name: *The People of the State of California v. Chevron U.S.A. Inc., et al.*

No.: Alameda County Superior Court, Case No. RG11593515

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is 1515 Clay Street, 20th Floor, Oakland, CA 94612-0550.

On **September 7, 2011**, I served the attached

STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION

by placing a true copy thereof enclosed in a sealed envelope for deposit with our contractor, Golden State Overnight, for next business-day delivery, addressed as follows:

Patrick J. Ferguson, Esq.
Karl S. Lytz, Esq.
LATHAM & WATKINS LLP
505 Montgomery Street, Suite 2000
San Francisco, CA 94111-6538
Telephone: (415) 646-7830
Facsimile: (415) 395-8095
*Attorneys for Defendants Chevron U.S.A. Inc.
and Chevron Stations Inc.*

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on **September 7, 2011**, at Oakland, California.

DEBRA BALDWIN

Declarant



Signature