

1  
2  
3 UNITED STATES DISTRICT COURT  
4 NORTHERN DISTRICT OF CALIFORNIA  
5 SAN FRANCISCO DIVISION

6 UNITED STATES OF AMERICA, )  
7 Plaintiff, ) Case No.  
8 v. )  
9 SAFEWAY INC., )  
10 Defendant. )  
11 \_\_\_\_\_ )

12  
13 CONSENT DECREE  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

TABLE OF CONTENTS

1			
2			
3	I.	JURISDICTION, VENUE, AND NOTICE.....	2
4	II.	APPLICABILITY.....	2
5	III.	OBJECTIVES.....	3
6	IV.	DEFINITIONS.....	3
7	V.	CIVIL PENALTIES.....	6
8	VI.	COMPLIANCE REQUIREMENTS.....	6
9			
10	A.	Refrigerant Compliance Management System .....	6
11	B.	Corporate-Wide Leak Rate Reduction.....	7
12	C.	Emissions Reductions at Highest-Emission Stores.....	8
13	VII.	PARTICIPATION IN RECOGNITION PROGRAMS.....	10
14	VIII.	REPORTING REQUIREMENTS .....	10
15	IX.	STIPULATED PENALTIES .....	12
16	X.	FORCE MAJEURE .....	14
17	XI.	DISPUTE RESOLUTION .....	16
18	XII.	INFORMATION COLLECTION AND RETENTION .....	18
19	XIII.	EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS.....	19
20	XIV.	COSTS .....	20
21	XV.	NOTICES.....	21
22	XVI.	EFFECTIVE DATE.....	22
23	XVII.	RETENTION OF JURISDICTION.....	22
24	XVIII.	MODIFICATION .....	22
25	XIX.	TERMINATION.....	22
26	XX.	PUBLIC PARTICIPATION .....	23
27			
28			

1	XXI.	SIGNATORIES/SERVICE.....	23
2	XXII.	INTEGRATION .....	24
3	XXIII.	FINAL JUDGMENT .....	24
4	XXIV.	APPENDICES .....	24
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			

1 WHEREAS, Plaintiff, the United States of America, on behalf of the United States  
2 Environmental Protection Agency (“EPA”), has filed a Complaint in this action concurrently  
3 with this Consent Decree alleging that Defendant Safeway Inc. (“Safeway”) violated Section 608  
4 of the Clean Air Act (“CAA” or the “Act”), 42 U.S.C. § 7671g, and the commercial refrigerant  
5 repair and recordkeeping regulations at 40 C.F.R. Part 82, Subpart F, §§ 82.150-82.169  
6 (Recycling and Emissions Reduction);

7 WHEREAS, the Complaint alleges that Safeway has failed to comply with the leak repair  
8 and/or recordkeeping requirements of 40 C.F.R. Part 82, Subpart F, at some or all of the grocery  
9 stores identified in Appendix A to this Consent Decree;

10 WHEREAS, on November 1, 2007, EPA issued an information request to Safeway  
11 pursuant to Section 114 of the Act, 42 U.S.C. § 7414, regarding the repair of leaks from  
12 commercial refrigeration appliances normally containing more than 50 pounds of refrigerant that  
13 includes a class I or class II ozone-depleting substance, and EPA subsequently narrowed such  
14 request to cover 46 stores in California, Nevada, and Hawaii;

15 WHEREAS, on April 21, 2008, and July 1, 2010, Safeway submitted its responses to  
16 EPA’s information request, including approximately 10,000 pages of equipment records;

17 WHEREAS, the allegations in the Complaint are based on EPA’s analysis of the  
18 information contained in Safeway’s responses to EPA’s information request;

19 WHEREAS, Safeway’s Corporate-Wide Average Leak Rate for the calendar year 2012  
20 was 25 percent;

21 WHEREAS, Safeway disputes the allegations in the Complaint and does not admit any  
22 liability to the United States arising out of the transactions or occurrences alleged in the  
23 Complaint;

24 WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds,  
25 that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation  
26 between the Parties and that this Consent Decree is fair, reasonable, and in the public interest;

27 NOW, THEREFORE, before the taking of any testimony, without the adjudication of or  
28 admission of any issue of fact or law except as provided in Section I, and with the consent of the

1 Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

2 I. JURISDICTION, VENUE, AND NOTICE

3 1. This Court has jurisdiction over the subject matter of this action and over the  
4 Parties pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1331, 1345,  
5 and 1355. Venue lies in this district pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b),  
6 and 28 U.S.C. §§ 1391(b) and 1395(a), because some of the alleged violations in the Complaint  
7 occurred in, and Safeway's principal place of business is located in, this judicial district. For  
8 purposes of this Decree, or any action to enforce this Decree, Safeway consents to the Court's  
9 jurisdiction over this Decree and any such action and over Safeway and consents to venue in this  
10 district.

11 2. The United States has given notice of the commencement of this action to the  
12 applicable air pollution control agencies as required by Section 113(b) of the Act, 42 U.S.C.  
13 § 7413(b).

14 II. APPLICABILITY

15 3. The obligations of this Consent Decree apply to and are binding upon the United  
16 States, and upon Safeway and any successors, assigns, or other entities or persons otherwise  
17 bound by law.

18 4. Safeway shall provide a copy of this Consent Decree to all officers, employees,  
19 and agents whose duties might reasonably include compliance with any provision of this Decree.

20 5. At least 30 days prior to any transfer of ownership or operation of a retail division  
21 that includes one or more Stores covered by this Consent Decree, Safeway shall provide a copy  
22 of this Consent Decree to the proposed transferee. At least 15 days prior to the transfer, Safeway  
23 shall provide written notice of the prospective transfer to the United States in accordance with  
24 Section XV of this Decree (Notices), and shall submit to the United States a plan to ensure that  
25 (a) the Refrigerant Compliance Management System, or another refrigerant compliance  
26 management system approved by EPA, continues to be implemented at all stores in such retail  
27 division; and (b) the terms of Paragraph 16 of this Decree (Emissions Reductions at Highest-  
28 Emission Stores) are implemented notwithstanding the transfer, provided that, in place of

1 Highest-Emission Stores that are transferred, Safeway may achieve reductions required under  
2 Paragraph 16(b) from Stores that are not transferred. Any attempt to transfer ownership or  
3 operation of a retail division without complying with this Paragraph constitutes a violation of this  
4 Decree.

5 6. In any action to enforce this Consent Decree, Safeway shall not raise as a defense  
6 the failure by any of its officers, directors, employees, agents, or contractors to take any actions  
7 necessary to comply with the provisions of this Consent Decree.

### 8 III. OBJECTIVES

9 7. The objectives of this Consent Decree are: (a) to further the goals of Subchapter  
10 VI of the Act, 42 U.S.C. §§ 7671-7671q, and EPA’s commercial refrigerant repair and  
11 recordkeeping regulations at 40 C.F.R. Part 82, Subpart F, and (b) to resolve the civil claims of  
12 the United States as provided in Section XIII (Effect of Settlement/Reservation of Rights).

### 13 IV. DEFINITIONS

14 8. Terms used in this Consent Decree that are defined in the Act or in regulations  
15 promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such  
16 regulations as of the date of lodging of this Decree, unless otherwise provided in this Decree.  
17 Whenever the terms set forth below are used in this Consent Decree, the following definitions  
18 shall apply:

19 a. “Appliance” shall have the definition provided in 40 C.F.R. § 82.152;

20 b. “Complaint” shall mean the complaint filed by the United States in this  
21 action;

22 c. “Consent Decree” or “Decree” shall mean this Decree and all appendices  
23 attached hereto (listed in Section XXIV);

24 d. “Corporate-Wide Average Leak Rate” for a given calendar year shall  
25 mean the total number of pounds of Refrigerant added to all Covered Appliances at all Stores  
26 during the period of Safeway’s ownership or operation in such calendar year divided by the total  
27 Full Charge of all Covered Appliances at all Stores during such calendar year. For purposes of  
28 this subparagraph, the “total number of pounds of Refrigerant added to all Covered Appliances”

1 shall not include (i) the initial charge of Refrigerant added to any new Covered Appliance; (ii)  
2 where Refrigerant has been recovered from an existing Covered Appliance in compliance with  
3 40 C.F.R. § 82.156, the amount of any Refrigerant used to recharge such Covered Appliance, up  
4 to the amount of Refrigerant recovered; or (iii) the amount of any Refrigerant added to a Covered  
5 Appliance to replace Refrigerant released as the result of an event that is determined by EPA or  
6 the Court to constitute a force majeure event under Section X of this Consent Decree (Force  
7 Majeure). For purposes of this subparagraph, the “total Full Charge of all Covered Appliances”  
8 shall include the Full Charge of any appliance that was at one time a Covered Appliance and  
9 that, after the Effective Date of the Consent Decree, has been retrofitted to use, or replaced by an  
10 appliance that uses, refrigerant that does not consist in part or whole of a class I or class II ozone-  
11 depleting substance, or that has been retired.

12 e. “Covered Appliance” shall mean a commercial refrigeration Appliance  
13 with a Full Charge of more than 50 pounds of Refrigerant;

14 f. “Day” shall mean a calendar day. In computing any period of time under  
15 this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the  
16 period shall run until the close of business of the next business day;

17 g. “Effective Date” shall have the definition provided in Section XVI;

18 h. “EPA” shall mean the United States Environmental Protection Agency  
19 and any successor departments or agencies of the United States;

20 i. “Full Charge” shall have the definition provided in 40 C.F.R. § 82.152;

21 j. “Highest-Emission Stores,” for a given calendar year, shall mean those  
22 Stores with Storewide Average Leak Rates in the 90th percentile or above out of all Stores for  
23 such calendar year. To determine which Stores are Highest-Emission Stores, Safeway shall  
24 (i) prepare a list of all Stores for that calendar year; (ii) calculate the Storewide Average Leak  
25 Rate for each Store; (iii) rank each Store by Storewide Average Leak Rate, from highest to  
26 lowest; and (iv) identify those Stores with Storewide Average Leak Rates in the 90th percentile  
27 or above;

28 k. “Paragraph” shall mean a portion of this Decree identified by an Arabic

1 numeral or an upper or lower case letter;

2 l. "Parties" shall mean the United States and Safeway;

3 m. "Refrigerant" shall have the definition provided in 40 C.F.R. § 82.152;

4 n. "Refrigerant Compliance Management System" shall mean the system  
5 described in a Refrigerant Compliance Plan (attached as Appendix B to this Consent Decree)  
6 prepared by Safeway and approved by EPA that is directed at assuring compliance with 40  
7 C.F.R. Part 82, Subpart F, at the Stores, and any subsequent amendments or changes to such  
8 system made in accordance with Paragraph 13 of this Consent Decree;

9 o. "Safeway" shall mean Defendant Safeway Inc.;

10 p. "Section" shall mean a portion of this Decree identified by a Roman  
11 numeral;

12 q. "Store" shall mean any grocery store owned or operated by Safeway in the  
13 United States as of the date in question that contains one or more Covered Appliances, but shall  
14 not include any grocery store in Safeway's Dominick's Division;

15 r. "Storewide Average Leak Rate" for a given Store and calendar year shall  
16 mean the total number of pounds of Refrigerant added to all Covered Appliances at such Store  
17 during the period of Safeway's ownership or operation in such calendar year divided by the total  
18 Full Charge of all Covered Appliances at such Store during such calendar year. For purposes of  
19 this subparagraph, the "total number of pounds of Refrigerant added to all Covered Appliances"  
20 shall not include (i) the initial charge of Refrigerant added to any new Covered Appliance;  
21 (ii) where Refrigerant has been recovered from an existing Covered Appliance in compliance  
22 with 40 C.F.R. § 82.156, the amount of any Refrigerant used to recharge such Covered  
23 Appliance, up to the amount of Refrigerant recovered; or (iii) the amount of any Refrigerant  
24 added to a Covered Appliance to replace Refrigerant released as the result of an event that is  
25 determined by EPA or the Court to constitute a force majeure event under Section X of this  
26 Consent Decree (Force Majeure). For purposes of this subparagraph, the "total Full Charge of  
27 all Covered Appliances" shall include the Full Charge of any appliance that was at one time a  
28 Covered Appliance and that, after the Effective Date of the Consent Decree, has been retrofitted

1 to use, or replaced by an appliance that uses, refrigerant that does not consist in part or whole of  
2 a class I or class II ozone-depleting substance, or that has been retired; and

3 s. "United States" shall mean the United States of America, acting on behalf  
4 of EPA.

#### 5 V. CIVIL PENALTIES

6 9. Within 30 days after the Effective Date of this Consent Decree, Safeway shall pay  
7 the sum of \$600,000 as civil penalties.

8 10. Safeway shall pay the civil penalties due by FedWire Electronic Funds Transfer  
9 ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided  
10 to Safeway after the Effective Date by the Financial Litigation Unit of the U.S. Attorney's Office  
11 for the Northern District of California. At the time of payment, Safeway shall send a copy of the  
12 EFT authorization form and the EFT transaction record, together with a transmittal letter, which  
13 shall state that the payment is for the civil penalties owed pursuant to the Consent Decree in  
14 United States v. Safeway Inc., and shall reference the civil action number and DOJ case number  
15 90-5-2-1-09644, to the United States in accordance with Section XV of this Decree (Notices); by  
16 email to [acctsreceivable.CINWD@epa.gov](mailto:acctsreceivable.CINWD@epa.gov); and by mail to:

17 EPA Cincinnati Finance Office  
18 26 Martin Luther King Drive  
19 Cincinnati, OH 45268

20 11. Safeway shall not deduct any penalties paid under this Consent Decree pursuant  
21 to this Section or Section IX (Stipulated Penalties) in calculating its federal income tax.

#### 22 VI. COMPLIANCE REQUIREMENTS

##### 23 A. Refrigerant Compliance Management System

24 12. Starting no later than 30 days after the Effective Date, Safeway shall implement  
25 the Refrigerant Compliance Management System at all Stores owned or operated by Safeway.

26 13. Prior to implementing any amendments or changes to its Refrigerant Compliance  
27 Management System, Safeway shall submit a revised Refrigerant Compliance Plan to EPA along  
28 with a letter identifying the amendments or changes. Safeway shall implement its amended or  
changed Refrigerant Compliance Management System unless and until EPA notifies Safeway in

1 writing that it disapproves such amendments or changes and provides written comments. Within  
2 30 days of receiving EPA's written notification, Safeway shall either (i) revise the Refrigerant  
3 Compliance Plan consistent with EPA's written comments and submit the revised Refrigerant  
4 Compliance Plan to EPA, or (ii) invoke Dispute Resolution under Section XI of this Consent  
5 Decree.

6 B. Corporate-Wide Leak Rate Reduction

7 14. Safeway shall achieve a Corporate-Wide Average Leak Rate that is at or below 18  
8 percent for the calendar year 2015.

9 15. If Safeway fails to achieve a Corporate-Wide Average Leak Rate that is at or  
10 below 18 percent for the calendar year 2015 in accordance with Paragraph 14, Safeway shall take  
11 the following measures:

12 a. Safeway shall pay stipulated penalties pursuant to Section IX of this  
13 Consent Decree.

14 b. By March 1, 2016, Safeway shall submit to EPA a proposed Corrective  
15 Action Plan for approval pursuant to this Consent Decree. The proposed Corrective Action Plan  
16 shall include a description of all actions taken or to be taken to ensure that Safeway achieves a  
17 Corporate-Wide Average Leak Rate that is at or below 18 percent for the calendar year 2016,  
18 and, with respect to actions not already completed, the schedule for their implementation.

19 c. EPA shall, in writing, either approve the proposed Corrective Action Plan  
20 or disapprove it and provide written comments. Within 30 days of receiving EPA's written  
21 comments, Safeway shall either (i) revise the Corrective Action Plan consistent with EPA's  
22 written comments and submit the revised Corrective Action Plan to EPA for final approval, or  
23 (ii) invoke Dispute Resolution under Section XI of this Consent Decree. To the extent the  
24 proposed Corrective Action Plan requires action prior to receipt of EPA's approval or  
25 disapproval, Safeway shall implement the proposed Corrective Action Plan in accordance with  
26 the schedule set forth therein until EPA approves a Corrective Action Plan or a Corrective  
27 Action Plan is completed pursuant to Dispute Resolution.

28 d. Upon receipt of EPA's final approval of the Corrective Action Plan, or

1 upon completion of the Corrective Action Plan pursuant to Dispute Resolution, Safeway shall  
2 implement the Corrective Action Plan in accordance with the schedule set forth therein.

3 e. Safeway shall achieve a Corporate-Wide Average Leak Rate that is at or  
4 below 18 percent for the calendar year 2016.

5 f. If Safeway fails to achieve a Corporate-Wide Average Leak Rate that is at  
6 or below 18 percent for the calendar year 2016, Safeway shall continue to take the measures set  
7 forth in Paragraph 15 each subsequent year until it achieves a Corporate-Wide Average Leak  
8 Rate that is at or below 18 percent for a calendar year.

9 C. Emissions Reductions at Highest-Emission Stores

10 16. In calendar years 2013, 2014, and 2015, Safeway shall take the following steps to  
11 achieve a reduction in the aggregate Refrigerant use at its Highest-Emission Stores:

12 a. Within 60 days after the Effective Date of the Consent Decree, and no  
13 later than March 1 of each year after the year of the Effective Date, Safeway shall (i) identify its  
14 Highest-Emission Stores for the prior calendar year (the “baseline year”), and (ii) calculate the  
15 total number of pounds of Refrigerant added during the baseline year to all Covered Appliances  
16 at such Highest-Emission Stores.

17 b. During the calendar year after the baseline year (the “target year”),  
18 Safeway shall achieve a reduction of at least 10 percent in the total number of pounds of  
19 Refrigerant added to all Covered Appliances at the baseline year’s Highest-Emission Stores.

20 c. In calculating the total number of pounds of Refrigerant added during the  
21 baseline year and the target year, Safeway shall not include (i) the initial charge of Refrigerant  
22 added to any new Covered Appliance; (ii) where Refrigerant has been recovered from an existing  
23 Covered Appliance in compliance with 40 C.F.R. § 82.156, the amount of any Refrigerant used  
24 to recharge such Covered Appliance, up to the amount of Refrigerant recovered; or (iii) the  
25 amount of any Refrigerant added to a Covered Appliance to replace Refrigerant released as the  
26 result of an event that is determined by EPA or the Court to constitute a force majeure event  
27 under Section X of this Consent Decree (Force Majeure).

28 17. If, during any target year, Safeway fails to comply with Paragraph 16(b), Safeway

1 shall take the following measures:

2 a. Safeway shall pay stipulated penalties pursuant to Section IX of this  
3 Consent Decree.

4 b. By March 1 of the year after the target year, Safeway shall submit to EPA  
5 a proposed Corrective Action Plan for approval pursuant to this Consent Decree. The proposed  
6 Corrective Action Plan shall include a description of all actions taken or to be taken to ensure  
7 that Safeway, during the calendar year after the target year, achieves a reduction of at least 10  
8 percent in the total number of pounds of Refrigerant added to all Covered Appliances at the  
9 baseline year's Highest-Emission Stores, and, with respect to actions not already completed, the  
10 schedule for their implementation.

11 c. EPA shall, in writing, either approve the proposed Corrective Action Plan  
12 or disapprove it and provide written comments. Within 30 days of receiving EPA's written  
13 comments, Safeway shall either (i) revise the Corrective Action Plan consistent with EPA's  
14 written comments and submit the revised Corrective Action Plan to EPA for final approval, or  
15 (ii) invoke Dispute Resolution under Section XI of this Consent Decree. To the extent the  
16 proposed Corrective Action Plan requires action prior to receipt of EPA's approval or  
17 disapproval, Safeway shall implement the proposed Corrective Action Plan in accordance with  
18 the schedule set forth therein until EPA approves a Corrective Action Plan or a Corrective  
19 Action Plan is completed pursuant to Dispute Resolution.

20 d. Upon receipt of EPA's final approval of the Corrective Action Plan, or  
21 upon completion of the Corrective Action Plan pursuant to Dispute Resolution, Safeway shall  
22 implement the Corrective Action Plan in accordance with the schedule set forth therein.

23 e. Safeway shall, during the calendar year after the target year, achieve a  
24 reduction of at least 10 percent in the total number of pounds of Refrigerant added to all Covered  
25 Appliances at the baseline year's Highest-Emission Stores.

26 18. Safeway shall continue to take the measures set forth in Paragraph 17 each  
27 subsequent year until, during a calendar year, it achieves a reduction of at least 10 percent in the  
28 total number of pounds of Refrigerant added to all Covered Appliances at the baseline year's

1 Highest-Emission Stores.

2 VII. PARTICIPATION IN RECOGNITION PROGRAMS

3 19. Safeway shall not seek partnership in any federal or state recognition program  
4 relating to ozone-depleting substances, including EPA's GreenChill Advanced Refrigeration  
5 Partnership, until termination of this Consent Decree. This Paragraph shall not be construed to  
6 prohibit Safeway from: (i) exchanging data or information with or through any such recognition  
7 program; and/or (ii) seeking certification for newly constructed or significantly remodeled stores.

8 20. Safeway shall not at any time use or rely on measures taken in order to comply  
9 with the obligations of Section VI of this Consent Decree, or on any reduction in its Corporate-  
10 Wide Average Leak Rate or any Storewide Average Leak Rate achieved pursuant to this Consent  
11 Decree, as the basis for participation in any federal or state recognition program.

12 VIII. REPORTING REQUIREMENTS

13 21. Within 60 days after the Effective Date of the Consent Decree, and no later than  
14 March 1 of each year after the year of the Effective Date, continuing until the Parties have  
15 submitted for the Court's approval a joint stipulation terminating the Consent Decree pursuant to  
16 Paragraph 73, Safeway shall submit to the United States a Compliance Report that includes the  
17 following information for the prior calendar year:

- 18 a. a list of all Stores, specially noting all openings and closings;
- 19 b. the Full Charge, in pounds, of each Covered Appliance at each Store;
- 20 c. the number of pounds of Refrigerant added to each Covered Appliance at  
21 each Store;
- 22 d. the Storewide Average Leak Rate for each Store;
- 23 e. the Corporate-Wide Average Leak Rate;
- 24 f. identification of the Highest-Emission Stores and their Storewide Average  
25 Leak Rates;
- 26 g. the total number of pounds of Refrigerant added to all Covered Appliances  
27 at the Highest-Emission Stores identified in such Compliance Report;
- 28 h. the total number of pounds of Refrigerant added to all Covered Appliances

1 at the Highest-Emission Stores identified in the Compliance Report covering the calendar year  
2 preceding the prior calendar year (not required for Safeway's initial Compliance Report);

3 i. a statement identifying whether Safeway met the requirement for  
4 emissions reductions at Highest-Emission Stores set forth in Paragraph 16 (not required for  
5 Safeway's initial Compliance Report);

6 j. a statement identifying whether Safeway met the requirement for  
7 emissions reductions at Highest-Emission Stores set forth in Paragraph 17(e) or 18, as applicable  
8 (not required for Safeway's initial two Compliance Reports);

9 k. a certification that Safeway has complied with the Refrigerant Compliance  
10 Plan during the prior calendar year, or a description of all incidences of noncompliance with the  
11 Refrigerant Compliance Plan during the prior calendar year and a certification that Safeway has  
12 otherwise complied with the Refrigerant Compliance Plan (not required for Safeway's initial  
13 Compliance Report); and

14 l. an affirmative statement regarding Safeway's compliance or  
15 noncompliance with 40 C.F.R. Part 82, Subpart F, at the Stores during the prior calendar year  
16 (not required for Safeway's initial Compliance Report).

17 22. Data in each Compliance Report submitted by Safeway under this Section shall be  
18 in Microsoft Excel or equivalent spreadsheet form. Safeway shall submit each Compliance  
19 Report to the United States in electronic form in accordance with the requirements of Section  
20 XV of this Consent Decree.

21 23. Each Compliance Report submitted by Safeway under this Section shall be signed  
22 by a Safeway official and shall include the following certification:

23 I certify under penalty of law that this document and all attachments were  
24 prepared under my direction or supervision in accordance with a system designed  
25 to assure that qualified personnel properly gather and evaluate the information  
26 submitted. Based on my inquiry of the person or persons who manage the system,  
27 or those persons directly responsible for gathering the information, the  
28 information submitted is, to the best of my knowledge and belief, true, accurate,  
and complete. I am aware that there are significant penalties for submitting false  
information, including the possibility of fine and imprisonment for knowing  
violations.



1 with Paragraph 14, Safeway shall: (a) pay a stipulated penalty of \$100,000, and (b) pay a  
2 stipulated penalty of \$150,000 for each subsequent calendar year until Safeway achieves a  
3 Corporate-Wide Average Leak Rate that is at or below 18 percent.

4 31. Emissions Reductions at Highest-Emission Stores. If, during any target year,  
5 Safeway fails to achieve a reduction of at least 10 percent in the total number of pounds of  
6 Refrigerant added to all Covered Appliances at the baseline year's Highest-Emission Stores as  
7 required by Paragraph 16(b), Safeway shall: (a) pay a stipulated penalty of \$25,000 per year,  
8 and (b) pay a stipulated penalty of \$40,000 for each calendar year after the target year in which  
9 Safeway fails to achieve a reduction of at least 10 percent in the total number of pounds of  
10 Refrigerant added to all Covered Appliances at the baseline year's Highest-Emission Stores.

11 32. Reporting Requirements. For each failure to comply with the requirements of  
12 Section VIII of this Consent Decree within the specified time schedules established by this  
13 Decree, Safeway shall pay a stipulated penalty of \$1,000 per violation per day.

14 33. Stipulated penalties under this Section shall begin to accrue on the day after  
15 performance is due or on the day a violation occurs, whichever is applicable, and shall continue  
16 to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated  
17 penalties shall accrue simultaneously for separate violations of this Consent Decree.

18 34. Safeway shall pay any stipulated penalty within 30 days of receiving the United  
19 States' written demand.

20 35. The United States may, in the unreviewable exercise of its discretion, reduce or  
21 waive stipulated penalties otherwise due it under this Consent Decree.

22 36. Stipulated penalties shall continue to accrue as provided in Paragraph 33 during  
23 any Dispute Resolution, but need not be paid until the following:

24 a. If the dispute is resolved by agreement or by a decision of EPA that is not  
25 appealed to the Court, Safeway shall pay accrued penalties determined to be owing, together  
26 with interest, to the United States within 30 days of the effective date of the agreement or the  
27 receipt of EPA's decision or order.

28 b. If the dispute is appealed to the Court and the United States prevails in

1 whole or in part, Safeway shall pay all accrued penalties determined by the Court to be owing,  
2 together with interest, within 60 days of receiving the Court’s decision or order, except as  
3 provided in subparagraph (c), below.

4 c. If any Party appeals the District Court’s decision, Safeway shall pay all  
5 accrued penalties determined to be owing, together with interest, within 15 days of receiving the  
6 final appellate court decision.

7 37. Safeway shall pay stipulated penalties owing to the United States in the manner  
8 set forth and with the confirmation notices required by Paragraph 10, except that the transmittal  
9 letter shall state that the payment is for stipulated penalties and shall state for which violation(s)  
10 the penalties are being paid.

11 38. If Safeway fails to pay stipulated penalties according to the terms of this Consent  
12 Decree, Safeway shall be liable for interest on such penalties, as provided for in 28 U.S.C.  
13 § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be  
14 construed to limit the United States from seeking any remedy otherwise provided by law for  
15 Safeway’s failure to pay any stipulated penalties.

16 39. Subject to the provisions of Section XIII of this Consent Decree (Effect of  
17 Settlement/Reservation of Rights), the stipulated penalties provided for in this Decree shall be in  
18 addition to any other rights, remedies, or sanctions available to the United States for Safeway’s  
19 violation of this Decree or applicable law. Where a violation of this Consent Decree is also a  
20 violation of Section 608 of the Act or 40 C.F.R. Part 82, Subpart F, Safeway shall be allowed a  
21 credit, for any stipulated penalties paid, against any statutory penalties imposed for such  
22 violation.

#### 23 X. FORCE MAJEURE

24 40. “Force majeure,” for purposes of this Consent Decree, is defined as any event  
25 arising from causes beyond the control of Safeway, of any entity controlled by Safeway, or of  
26 Safeway’s contractors, that impedes – i.e., delays or prevents – the performance of any  
27 obligation under this Consent Decree despite Safeway’s best efforts to fulfill the obligation. The  
28 requirement that Safeway exercise “best efforts to fulfill the obligation” includes using best

1 efforts to anticipate any potential force majeure event and best efforts to address the effects of  
2 any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any  
3 resulting impedance to the greatest extent possible. “Force Majeure” does not include Safeway’s  
4 financial inability to perform any obligation under this Consent Decree.

5 41. If any event occurs or has occurred that may impede the performance of any  
6 obligation under this Consent Decree, whether or not caused by a force majeure event, Safeway  
7 shall provide notice orally or by electronic or facsimile transmission to EPA, within seven days  
8 of when Safeway first knew that the event might cause an impedance. Within 30 days thereafter,  
9 Safeway shall provide in writing to EPA an explanation and description of the reasons for the  
10 impedance; the duration or anticipated duration of the impedance; all actions taken or to be taken  
11 to prevent or minimize the impedance; a schedule for implementation of any measures taken or  
12 to be taken to prevent or mitigate the impedance or the effect of the impedance; Safeway’s  
13 rationale for attributing such impedance to a force majeure event if it intends to assert such a  
14 claim; and a statement as to whether, in the opinion of Safeway, such event may cause or  
15 contribute to an endangerment to public health, welfare or the environment. Safeway shall  
16 include with any notice all available documentation supporting the claim that the impedance was  
17 attributable to a force majeure. Failure to comply with the above requirements shall preclude  
18 Safeway from asserting any claim of force majeure for that event for the period of time of such  
19 failure to comply, and for any additional impedance caused by such failure. Safeway shall be  
20 deemed to know of any circumstance of which Safeway, any entity controlled by Safeway, or  
21 Safeway’s contractors knew or should have known.

22 42. If EPA agrees that the impedance or anticipated impedance is attributable to a  
23 force majeure event, EPA will extend the time for performance of the obligations under this  
24 Consent Decree that are affected by the force majeure event for such time as is necessary to  
25 complete those obligations and/or reduce or waive stipulated penalties otherwise due under this  
26 Decree as a result of Safeway’s failure to perform such obligations. An extension of the time for  
27 performance of the obligations affected by the force majeure event shall not, of itself, extend the  
28 time for performance of any other obligation. EPA will notify Safeway in writing of its decision,

1 including the length of any extension for performance of the obligations affected by the force  
2 majeure event.

3 43. If EPA does not agree that the impedance or anticipated impedance has been or  
4 will be caused by a force majeure event, EPA will notify Safeway in writing of its decision.

5 44. If Safeway elects to invoke the dispute resolution procedures set forth in Section  
6 XI (Dispute Resolution), it shall do so no later than 30 days after receipt of EPA's notice. In any  
7 such proceeding, Safeway shall have the burden of demonstrating by a preponderance of the  
8 evidence that the impedance or anticipated impedance has been or will be caused by a force  
9 majeure event, that the duration of the impedance or the relief sought was or will be warranted  
10 under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the  
11 impedance, and that Safeway complied with the requirements of Paragraphs 40 and 41, above. If  
12 Safeway carries this burden, the impedance at issue shall be deemed not to be a violation by  
13 Safeway of the affected obligation of this Consent Decree identified to EPA and the Court.

#### 14 XI. DISPUTE RESOLUTION

15 45. Unless otherwise expressly provided for in this Consent Decree, the dispute  
16 resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising  
17 under or with respect to this Consent Decree. Safeway's failure to seek resolution of a dispute  
18 under this Section shall preclude Safeway from raising any such issue as a defense to an action  
19 by the United States to enforce any obligation of Safeway arising under this Decree.

20 46. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under  
21 this Consent Decree shall first be the subject of informal negotiations. The dispute shall be  
22 considered to have arisen when Safeway sends the United States a written Notice of Dispute.  
23 Such Notice of Dispute shall state clearly the matter in dispute. The period of informal  
24 negotiations shall not exceed 20 days from the date the dispute arises, unless that period is  
25 modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations,  
26 then the position advanced by the United States shall be considered binding unless, within 30  
27 days after the conclusion of the informal negotiation period, Safeway invokes formal dispute  
28 resolution procedures as set forth below.

1           47.    Formal Dispute Resolution.   Safeway shall invoke formal dispute resolution  
2 procedures, within the time period provided in the preceding Paragraph, by serving on the United  
3 States a written Statement of Position regarding the matter in dispute. The Statement of Position  
4 shall include, but need not be limited to, any factual data, analysis, or opinion supporting  
5 Safeway’s position and any supporting documentation relied upon by Safeway.

6           48.    The United States shall serve its Statement of Position within 30 days of receipt of  
7 Safeway’s Statement of Position. The United States’ Statement of Position shall include, but  
8 need not be limited to, any factual data, analysis, or opinion supporting that position and any  
9 supporting documentation relied upon by the United States. The United States’ Statement of  
10 Position shall be binding on Safeway, unless Safeway files a motion for judicial review of the  
11 dispute in accordance with the following Paragraph.

12           49.    Safeway may seek judicial review of the dispute by filing with the Court and  
13 serving on the United States, in accordance with Section XV of this Consent Decree (Notices), a  
14 motion requesting judicial resolution of the dispute. The motion must be filed within 30 days of  
15 receipt of the United States’ Statement of Position pursuant to the preceding Paragraph. The  
16 motion shall contain a written statement of Safeway’s position on the matter in dispute, including  
17 any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief  
18 requested and any schedule within which the dispute must be resolved for orderly  
19 implementation of the Consent Decree.

20           50.    The United States shall respond to Safeway’s motion within the time period  
21 allowed by the Local Rules of this Court. Safeway may file a reply memorandum, to the extent  
22 permitted by the Local Rules.

23           51.    Standard of Review. Except as otherwise provided in this Consent Decree, in any  
24 dispute brought under Paragraph 47, Safeway shall bear the burden of demonstrating that its  
25 position complies with this Consent Decree and that it is entitled to relief under applicable  
26 principles of law. In their initial filings with the Court under Paragraphs 49 and 50, the Parties  
27 shall state their respective positions as to the applicable standard of law for resolving the dispute.

28           52.    The invocation of dispute resolution procedures under this Section shall not, by

1 itself, extend, postpone, or affect in any way any obligation of Safeway under this Consent  
2 Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with  
3 respect to the disputed matter shall continue to accrue from the first day of noncompliance, but  
4 payment shall be stayed pending resolution of the dispute as provided in Paragraph 36. If  
5 Safeway does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as  
6 provided in Section IX (Stipulated Penalties).

## 7 XII. INFORMATION COLLECTION AND RETENTION

8 53. The United States and its representatives, including attorneys, contractors, and  
9 consultants, shall have the right of entry into any Store covered by this Consent Decree, at all  
10 reasonable times, upon presentation of credentials, to:

- 11 a. monitor the progress of activities required under this Consent Decree;
- 12 b. verify any data or information submitted to the United States in  
13 accordance with the terms of this Consent Decree;
- 14 c. obtain documentary evidence, including photographs and similar data; and
- 15 d. assess Safeway's compliance with this Consent Decree.

16 54. Until five years after the termination of this Consent Decree, Safeway shall retain,  
17 and shall instruct its contractors and agents to preserve, all documents, records, or other  
18 information (including documents, records, or other information in electronic form) necessary to  
19 demonstrate Safeway's performance of its obligations under this Consent Decree. This  
20 information-retention requirement shall apply regardless of any contrary corporate or  
21 institutional policies or procedures. At any time during this information-retention period, upon  
22 request by the United States, Safeway shall provide copies of any documents, records, or other  
23 information required to be maintained under this Paragraph.

24 55. At the conclusion of the information-retention period provided in the preceding  
25 Paragraph, Safeway shall notify the United States at least 90 days prior to the destruction of any  
26 documents, records, or other information subject to the requirements of the preceding Paragraph  
27 and, upon request by the United States, Safeway shall deliver any such documents, records, or  
28 other information to EPA. Safeway may assert that certain documents, records, or other

1 information is privileged under the attorney-client privilege or any other privilege recognized by  
2 federal law. If Safeway asserts such a privilege, it shall provide the following: (1) the title of the  
3 document, record, or information; (2) the date of the document, record, or information; (3) the  
4 name and title of each author of the document, record, or information; (4) the name and title of  
5 each addressee and recipient; (5) a description of the subject of the document, record, or  
6 information; and (6) the privilege asserted by Safeway. However, no documents, records, or  
7 other information required to be created or generated under this Consent Decree shall be  
8 withheld on grounds of privilege.

9 56. Safeway may also assert that information required to be provided under this  
10 Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to  
11 any information that Safeway seeks to protect as CBI, Safeway shall follow the procedures set  
12 forth in 40 C.F.R. Part 2.

13 57. This Consent Decree in no way limits or affects any right of entry and inspection,  
14 or any right to obtain information, held by the United States pursuant to applicable federal laws,  
15 regulations, or permits, nor does it limit or affect any duty or obligation of Safeway to maintain  
16 documents, records, or other information imposed by applicable federal or state laws,  
17 regulations, or permits.

### 18 XIII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

19 58. This Consent Decree resolves the civil claims of the United States against  
20 Safeway for any violations of 40 C.F.R. §§ 82.156(i), 82.166(k), or 82.166(m) at the Stores  
21 arising out of facts and events that occurred prior to the date of lodging, including the civil  
22 claims of the United States for the violations alleged in the Complaint through the date of  
23 lodging.

24 59. The United States reserves all legal and equitable remedies available to enforce  
25 the provisions of this Consent Decree, except as expressly stated in Paragraph 58. This Consent  
26 Decree shall not be construed to limit the rights of the United States to obtain penalties or  
27 injunctive relief under the Act or implementing regulations, or under other federal laws,  
28 regulations, or permit conditions, except as expressly specified in Paragraph 58.



1 XV. NOTICES

2 65. Unless otherwise specified herein, whenever notifications, submissions, or  
3 communications are required by this Consent Decree, they shall be made in writing and  
4 addressed as follows:

5 For notifications, submissions, or communications to the United States:

6 Chief, Environmental Enforcement Section  
7 Environment and Natural Resources Division  
8 U.S. Department of Justice  
9 P.O. Box 7611 Ben Franklin Station  
10 Washington, DC 20044-7611  
11 eescasemanagement.enrd@usdoj.gov  
12 Re: DOJ No. 90-5-2-1-09644

13 and

14 Brian Riedel (riedel.brian@epa.gov)  
15 Joel Jones (jones.joel@epa.gov)  
16 U.S. Environmental Protection Agency  
17 Region IX  
18 75 Hawthorne Street  
19 San Francisco, CA 94105

20 For notifications, submissions, or communications to EPA:

21 Brian Riedel (riedel.brian@epa.gov)  
22 Joel Jones (jones.joel@epa.gov)  
23 U.S. Environmental Protection Agency  
24 Region IX  
25 75 Hawthorne Street  
26 San Francisco, CA 94105

27 For notifications, submissions, or communications to Safeway:

28 Valerie D. Lewis  
Senior Corporate Counsel  
Safeway Inc.  
5918 Stoneridge Mall Road  
Pleasanton, CA 94588  
valerie.lewis@safeway.com

66. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided in Paragraph 22 or 65 of this Consent Decree.

1 67. Notices submitted pursuant to this Section shall be deemed submitted upon  
2 mailing or electronic mailing, as applicable, unless otherwise provided in this Consent Decree or  
3 by mutual agreement of the Parties in writing.

4 XVI. EFFECTIVE DATE

5 68. The Effective Date of this Consent Decree shall be the date upon which this  
6 Decree is entered by the Court or a motion to enter the Decree is granted, whichever occurs first,  
7 as recorded on the Court’s docket.

8 XVII. RETENTION OF JURISDICTION

9 69. The Court shall retain jurisdiction over this case until termination of this Consent  
10 Decree, for the purpose of resolving disputes arising under this Decree or entering orders  
11 modifying this Decree, pursuant to Sections XI and XVIII, or effectuating or enforcing  
12 compliance with the terms of this Decree.

13 XVIII. MODIFICATION

14 70. The terms of this Consent Decree, including any attached appendices, may be  
15 modified only by a subsequent written agreement signed by the Parties. Where the modification  
16 constitutes a material change to this Decree, it shall be effective only upon approval by the  
17 Court.

18 71. Any disputes concerning modification of this Decree shall be resolved pursuant to  
19 Section XI of this Decree (Dispute Resolution), provided, however, that, instead of the burden of  
20 proof provided by Paragraph 51, the Party seeking the modification bears the burden of  
21 demonstrating that it is entitled to the requested modification in accordance with Federal Rule of  
22 Civil Procedure 60(b).

23 XIX. TERMINATION

24 72. After Safeway has completed the requirements of Section VI (Compliance  
25 Requirements) of this Consent Decree, has complied with all other requirements of this Decree,  
26 and has paid the civil penalties and any accrued stipulated penalties as required by this Decree,  
27 Safeway may serve upon the United States a Request for Termination, stating that Safeway has  
28 satisfied those requirements, together with all necessary supporting documentation.



1 XXII. INTEGRATION

2 78. This Consent Decree constitutes the final, complete, and exclusive agreement and  
3 understanding among the Parties with respect to the settlement embodied in the Decree and  
4 supersedes all prior agreements and understandings, whether oral or written, concerning the  
5 settlement embodied herein. Other than deliverables that are subsequently submitted and  
6 approved pursuant to this Consent Decree, no other document, nor any representation,  
7 inducement, agreement, understanding, or promise, constitutes any part of this Decree or the  
8 settlement it represents, nor shall it be used in construing the terms of this Decree.

9 XXIII. FINAL JUDGMENT

10 79. Upon approval and entry of this Consent Decree by the Court, this Consent  
11 Decree shall constitute a final judgment of the Court as to the United States and Safeway.

12 XXIV. APPENDICES

13 80. The following appendices are attached to and part of this Consent Decree:  
14 “Appendix A” is the list of Stores as of the date of lodging of the Consent Decree.  
15 “Appendix B” is the Refrigerant Compliance Plan.

16  
17 Dated and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

18  
19  
20 \_\_\_\_\_  
21 United States District Judge  
22 Northern District of California  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v.  
2 Safeway Inc. (N.D. Cal.):

3 FOR PLAINTIFF UNITED STATES OF AMERICA:  
4  
5

6 \_\_\_\_\_  
7 ROBERT G. DREHER  
8 Acting Assistant Attorney General  
9 Environment and Natural Resources Division  
10

11 \_\_\_\_\_  
12 MARK SABATH  
13 Trial Attorney  
14 Environmental Enforcement Section  
15 Environment and Natural Resources Division  
16 U.S. Department of Justice  
17 P.O. Box 7611  
18 Washington, DC 20044-7611  
19 (202) 514-1196  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v.  
2 Safeway Inc. (N.D. Cal.):

3 FOR PLAINTIFF UNITED STATES OF AMERICA:  
4  
5

6 \_\_\_\_\_  
7 SUSAN SHINKMAN, Director  
8 Office of Civil Enforcement  
9 Office of Enforcement and Compliance Assurance  
10 U.S. Environmental Protection Agency  
11 1200 Pennsylvania Ave., N.W.  
12 Washington, D.C. 20460

13 \_\_\_\_\_  
14 PHILLIP BROOKS  
15 Director, Air Enforcement Division  
16 Office of Civil Enforcement  
17 Office of Enforcement and Compliance Assurance  
18 U.S. Environmental Protection Agency  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v.  
2 Safeway Inc. (N.D. Cal.):

3 FOR PLAINTIFF UNITED STATES OF AMERICA:  
4  
5

6 \_\_\_\_\_  
7 JARED BLUMENFELD  
8 Regional Administrator  
9 U.S. Environmental Protection Agency, Region IX  
10 75 Hawthorne Street  
11 San Francisco, CA 94105

12 \_\_\_\_\_  
13 BRIAN P. RIEDEL  
14 Assistant Regional Counsel  
15 U.S. Environmental Protection Agency, Region IX  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v.  
2 Safeway Inc. (N.D. Cal.):

3 FOR DEFENDANT SAFEWAY INC.:

4  
5  
6 \_\_\_\_\_  
7 *[NAME]*  
8 *[Title]*

9 Agent authorized to accept service on behalf of above-signed party:

10  
11  
12 \_\_\_\_\_  
13 *[NAME]*  
14 *[Address]*

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

**APPENDIX A**  
**[List of Stores]**

## Appendix A: List of Stores

Store	Street	City	State	ZIP
27	5025 South Kipling St.	Littleton	CO	80127
41	13111 West Alameda Pkwy.	Lakewood	CO	80228
91	1227 15th Ave.	Longview	WA	98632
111	105 Neal St.	Grass Valley	CA	95945
190	424 Howe Ave.	Sacramento	CA	95825
204	2855 E Manoa Rd.	Honolulu	HI	96822
211	848 Ala Lilikoi St.	Honolulu	HI	96818
215	377 Keahole St.	Honolulu	HI	96825
219	3900 South Othello St.	Seattle	WA	98118
220	170 E Kamehameha Ave.	Kahului Maui	HI	96732
236	10926 West Bell Rd.	Sun City	AZ	85373
239	1601 North Park Dr.	Winslow	AZ	86047
242	3904 East 120th Ave.	Thornton	CO	80233
245	1044 Willow Creek Rd.	Prescott	AZ	86301
247	1225 West Guadalupe Rd.	Mesa	AZ	85202
249	650 Elm St.	Page	AZ	86040
250	4752 East Sunrise Dr.	Tucson	AZ	85718
251	1208 Morgan St.	Davenport	WA	99122
253	3185 West Apache Trail	Apache Junction	AZ	85120
261	101 Naco Hwy.	Bisbee	AZ	85603
262	20 E Main St.	Quincy	CA	95971
272	650 North Bisbee Ave.	Willcox	AZ	85643
284	1499 Hwy. 101	Reedsport	OR	97467
290	115 SE Seventh St.	Grants Pass	OR	97526
300	253 Mt. Herman Rd.	Scotts Valley	CA	95066
305	1071 El Camino	Redwood City	CA	94063
307	215 East Rose St.	Walla Walla	WA	99362
313	1601 Hollenbeck Ave.	Sunnyvale	CA	94087
330	9517 Ralston Rd.	Arvada	CO	80002
333	1803 George Washington Way	Richland	WA	99354
344	9160 West Colfax Ave.	Lakewood	CO	80215
350	702 North 5th Ave.	Sandpoint	ID	83864
363	700 Hwy. 101	Florence	OR	97439
368	2100 Queen Anne Ave. N	Seattle	WA	98109
371	601 West North St.	Enterprise	OR	97828
378	2220 North Coast Hwy.	Newport	OR	97365
379	1640 Williams Hwy.	Grants Pass	OR	97527
386	1755 Ivy St.	Junction City	OR	97448
390	2425 Miner St.	Idaho Springs	CO	80452
400	3707 North Main St.	Vancouver	WA	98663
406	2836 Pacific Ave.	Forest Grove	OR	97116
412	1455 Edgewater St. NW	Salem	OR	97304
424	795 Columbia River Hwy.	St. Helens	OR	97051

## Appendix A: List of Stores

429	3380 Lancaster Dr. NE	Salem	OR	97305
430	1455 NE Division St.	Gresham	OR	97030
444	990 Hwy. 395 South	Hermiston	OR	97838
459	20830 108th Ave. SE	Kent	WA	98031
461	709 North Federal Blvd.	Riverton	WY	82501
462	205 North 5th Ave.	Yakima	WA	98902
477	28810 Military Rd. S	Federal Way	WA	98003
486	3842 Bridgeport Way	Tacoma	WA	98466
488	3020 Northeast 45th St.	Seattle	WA	98105
494	152 Roosevelt Ave. E	Enumclaw	WA	98022
496	15000 N E 24th	Redmond	WA	98052
497	17202 15th Ave. NE	Shoreline	WA	98155
502	5702 Summitview Ave.	Yakima	WA	98908
503	11031 19th Ave. SE	Everett	WA	98208
508	401 A Ave.	Lake Oswego	OR	97034
514	642 NE Third St.	Bend	OR	97701
531	101 Auburn Way S	Auburn	WA	98002
533	19150 NE Woodinville Duvall Rd.	Woodinville	WA	98077
534	3532 172nd St.	Arlington	WA	98223
535	20711 Bothell Hwy.	Bothell	WA	98012
537	19651 Hwy. 2	Monroe	WA	98272
543	4700 Yelm Rd. SE	Lacey	WA	98503
544	21301 Hwy. 410	Bonney Lake	WA	98391
549	500 East Third St.	Alliance	NE	69301
555	630 228th Ave. NE	Sammamish	WA	98074
563	613 S. Sixth St.	Sunnyside	WA	98944
584	711 West First Ave.	Toppenish	WA	98948
633	710 Rte. 73 South	Marlton	NJ	08053
635	1295 Victory Way	Craig	CO	81625
638	4100 Redwood Rd.	Oakland	CA	94619
640	16 Rancho Del Mar	Aptos	CA	95003
654	2096 Mountain Blvd.	Oakland	CA	94611
668	2100 Ralston Ave.	Belmont	CA	94002
669	5130 Broadway	Oakland	CA	94611
683	730 West Main St.	Farmington	NM	87401
687	6310 College Ave.	Oakland	CA	94618
691	1444 Shattuck Pl.	Berkeley	CA	94709
706	104 Midvalley	Carmel	CA	93923
722	457 West Main St.	Trinidad	CO	81082
737	160 First St.	Los Altos	CA	94022
739	3350 Mission St.	San Francisco	CA	94110
759	625 Monterey Blvd.	San Francisco	CA	94127
761	1212 Forest Ave.	Pacific Grove	CA	93950
763	2605 The Alameda Ave.	Santa Clara	CA	95050

## Appendix A: List of Stores

767	6132 Bollinger Rd.	San Jose	CA	95129
777	30 Chestnut Ave.	S San Francisco	CA	94080
782	37601 Hwy. 26	Sandy	OR	97055
783	3540 Mt. Diablo Blvd.	Lafayette	CA	94549
785	850 La Playa St.	San Francisco	CA	94121
786	6255 Graham Hill Rd.	Felton	CA	95018
790	555 Bancroft Ave.	San Leandro	CA	94577
792	17023 SE 272nd St.	Kent	WA	98042
793	600 F St.	Arcata	CA	95521
797	231 W Jackson St.	Hayward	CA	94544
799	117 Morrissey Blvd.	Santa Cruz	CA	95062
835	5060 North Academy Blvd.	Colorado Springs	CO	80918
836	1008 N. Summit Blvd.	Frisco	CO	80443
853	7625 Old Georgetown Rd.	Bethesda	MD	20814
908	3550 Fruitvale Ave.	Oakland	CA	94602
910	1554 First St.	Livermore	CA	94550
913	1620 Clay St.	Napa	CA	94559
917	600 S Broadway	Walnut Creek	CA	94596
918	6340 Commerce Blvd.	Rohnert Park	CA	94928
919	12876 Saratoga Sunnyvale Rd.	Saratoga	CA	95070
928	600 Patterson Blvd.	Pleasant Hill	CA	94523
929	2558 Berryessa Rd.	San Jose	CA	95132
932	950 Las Gallinas Ave.	San Rafael	CA	94903
933	406 N Main St.	Sebastopol	CA	95472
936	710 Bancroft Rd.	Walnut Creek	CA	94598
939	3334 Alhambra Ave.	Martinez	CA	94553
951	867 Island Dr.	Alameda	CA	94502
952	139 N Washington St.	Easton	MD	21601
956	1799 Marlow Rd.	Santa Rosa	CA	95401
964	4950 Mission St.	San Francisco	CA	94112
967	2 Camino Sobrante	Orinda	CA	94563
968	709 Lincoln Rd. W	Vallejo	CA	94590
969	1355 Moraga Way	Moraga	CA	94556
970	1655 El Camino Real	San Mateo	CA	94402
975	701 S Fortuna Blvd.	Fortuna	CA	95521
976	605 Parker Bldg. A	Rodeo	CA	94572
978	660 S Main St.	Ft Bragg	CA	95437
983	1071 11th St.	Lakeport	CA	95453
984	14922 Olympic Dr.	Clearlake	CA	95422
988	3002 Story Rd.	San Jose	CA	95127
993	3902 Washington Blvd.	Fremont	CA	94538
994	1499 Washington Ave.	San Leandro	CA	94577
999	921 E Hillsdale Blvd.	Foster City	CA	94404
1004	2850 Audubon Village Dr.	Audubon	PA	19403

## Appendix A: List of Stores

1011	14610 Memorial Dr.	Houston	TX	77079
1012	5219 Fm 1960 West	Houston	TX	77069
1013	1407 South Voss Rd.	Houston	TX	77057
1022	11711 West Bellfort St.	Stafford	TX	77477
1031	2931 Central City Blvd.	Galveston	TX	77551
1041	4800 West Bellfort St.	Houston	TX	77035
1055	7720 East Hwy. 69	Prescott Valley	AZ	86314
1057	4540 Kingwood Dr.	Kingwood	TX	77345
1066	12850 Memorial Dr.	Houston	TX	77024
1073	6194 SW Murray Blvd.	Beaverton	OR	97008
1078	2930 Ocean Beach Hwy.	Longview	WA	98632
1082	3355 Bethel Rd. SE	Port Orchard	WA	98366
1089	12251 Darnestown Rd.	Gaithersburg	MD	20878
1090	2685 Mill Bay Rd.	Kodiak	AK	99615
1094	1891 Pioneer Pkwy.	Springfield	OR	97477
1103	6701 East Mill Plain Blvd.	Vancouver	WA	98661
1107	12680 West 64th Ave.	Arvada	CO	80004
1108	1750 Miramonte Ave.	Mountain View	CA	94040
1109	2090 Harbison Dr.	Vacaville	CA	95687
1110	1546 North Main St.	Salinas	CA	93906
1115	7150 Leetsdale Dr.	Denver	CO	80224
1116	1050 Ken Pratt Blvd.	Longmont	CO	80501
1119	3747 Grand Ave.	Oakland	CA	94610
1123	2249 Cascade Ave.	Hood River	OR	97031
1125	1366 East Ave.	Chico	CA	95973
1126	11275 East Via Linda	Scottsdale	AZ	85259
1127	2401 Waterman Dr.	Fairfield	CA	94534
1135	804 West First St.	Cle Elum	WA	98922
1142	12519 NE 85th St.	Kirkland	WA	98033
1143	8340 15th Ave. NW	Seattle	WA	98117
1145	1955 South Sheridan Blvd.	Denver	CO	80227
1146	6775 West 120th Ave.	Broomfield	CO	80020
1159	121 W. Walnut St.	Newport	WA	99156
1160	1600 Plaza Way	Walla Walla	WA	99362
1186	27035 Pacific Hwy. S	Des Moines	WA	98198
1194	607 Omache Dr.	Omak	WA	98841
1195	5431 Clayton Rd.	Clayton	CA	94517
1196	639 S. Bernardo Ave.	Sunnyvale	CA	94087
1197	1790 Decoto Rd.	Union City	CA	94587
1201	4005 East Chandler Blvd.	Phoenix	AZ	85048
1203	2525 SE Tualatin Valley Hwy.	Hillsboro	OR	97123
1207	2300 West Hwy. 89A	Sedona	AZ	86336
1210	5150 Mae Anne Ave.	Reno	NV	89523
1211	3496 Camino Tassajara	Danville	CA	94506

## Appendix A: List of Stores

1213	1902 Viers Mill Rd.	Rockville	MD	20851
1218	2970 Main St.	Susanville	CA	96130
1223	11919 North Jantzen Ave.	Portland	OR	97217
1224	5877 Jarvis Ave.	Newark	CA	94560
1225	1500 East Cedar Ave.	Flagstaff	AZ	86004
1229	465 West Mariposa Rd.	Nogales	AZ	85621
1230	2177 N.W. 185th Ave.	Hillsboro	OR	97124
1232	530 Canal St.	King City	CA	93930
1234	1125 Second St.	Brentwood	CA	94513
1242	E 2509 29th Ave.	Spokane	WA	99223
1245	15549 Union Ave.	Los Gatos	CA	95032
1246	6201 6th Ave.	Tacoma	WA	98406
1247	11041 Westheimer Rd.	Houston	TX	77042
1248	2660 North Federal Blvd.	Denver	CO	80211
1249	7500 South Pierce Way	Littleton	CO	80128
1252	253 High School Rd. NE	Bainbridge Island	WA	98110
1253	23565 North Scottsdale Rd.	Scottsdale	AZ	85255
1255	7110 North Oracle Rd.	Tucson	AZ	85704
1257	4495 First St.	Livermore	CA	94551
1258	1235 Stratford Ave.	Dixon	CA	95620
1259	3365 Deer Valley Rd.	Antioch	CA	94531
1260	401 South Roosevelt Dr.	Seaside	OR	97138
1263	590 Farrington Hwy. #400	Kapolei	HI	96707
1265	2785 Yulupa Ave.	Santa Rosa	CA	95405
1266	11290 Donner Pass Rd.	Truckee	CA	96161
1267	6460 East Yale Ave.	Denver	CO	80222
1269	1541 N.E. 181st Ave.	Gresham	OR	97230
1270	2042 Daniel Stewart Sq.	Woodbridge	VA	22191
1273	N 1441 Argonne Rd.	Spokane	WA	99212
1274	4567 E. U.S. Hwy. 60	Miami	AZ	85539
1275	599 West 4th St.	Benson	AZ	85602
1276	6500 Piney Branch Rd., NW	Washington	DC	20012
1283	8646 Richmond Hwy.	Alexandria	VA	22309
1285	6130 Rose Hill Dr.	Alexandria	VA	22310
1286	3275 West Colorado Ave.	Colorado Springs	CO	80904
1287	800 N.E. Third Ave.	Camas	WA	98607
1291	13733 Fountain Hills Blvd.	Fountain Hills	AZ	85268
1293	2341 So Winchester Blvd.	Campbell	CA	95008
1294	210 Washington Ave. S	Kent	WA	98032
1297	23632 Hwy. 99	Edmonds	WA	98026
1299	10100 N. Newport Hwy.	Spokane	WA	99218
1300	1330 Chain Bridge Rd.	McLean	VA	22101
1304	7397 Lee Hwy.	Falls Church	VA	22042
1344	3129 Marshall Hall Rd.	Bryans Rd.	MD	20616

## Appendix A: List of Stores

1358	5101 Wilson Blvd.	Arlington	VA	22205
1395	4203 Davenport St. NW	Washington	DC	20016
1415	7605 Crain Hwy.	Upper Marlboro	MD	20772
1428	299 S Van Dorn St.	Alexandria	VA	22304
1431	12200 West Ox Rd.	Fairfax	VA	22033
1434	9080 Brooks Rd.	Windsor	CA	95492
1436	1624 72nd St. E	Tacoma	WA	98404
1437	1302 S. 38th	Tacoma	WA	98418
1438	415 North Main St.	Aztec	NM	87410
1439	785 El Camino Real	Sunnyvale	CA	94087
1440	624 Hwy. 105	Monument	CO	80132
1443	8785 Branch Ave.	Clinton	MD	20735
1445	2845 Alabama Ave. SE	Washington	DC	20020
1446	11051 South Parker Rd.	Parker	CO	80134
1447	6901 N.E. Sandy Blvd.	Portland	OR	97213
1448	680F West Washington St.	Sequim	WA	98382
1449	501 N Miller St.	Wenatchee	WA	98801
1451	221 NE 122nd Ave.	Portland	OR	97230
1455	840 E Dunne Ave.	Morgan Hill	CA	95037
1458	1500 East Main St.	Cottage Grove	OR	97424
1460	1781 Forest Dr.	Annapolis	MD	21401
1462	5821 Crossroads Ctr.	Falls Church	VA	22041
1463	2150 South Downing St.	Denver	CO	80210
1465	5146 Stevens Cr.	San Jose	CA	95129
1468	4300 NE 4th St.	Renton	WA	98059
1472	315 East College Way	Mt Vernon	WA	98273
1473	14020 E. Sprague Ave.	Spokane	WA	99216
1486	611 North Montana St.	Helena	MT	59601
1492	110 East 3rd St.	Port Angeles	WA	98362
1495	1129 Harrison Ave.	Centralia	WA	98531
1496	1405 East Main Ave.	Puyallup	WA	98372
1506	19715 Hwy. 99	Lynnwood	WA	98036
1508	3820 Rainier Ave. S	Seattle	WA	98118
1519	13719 Se Mill Plain Blvd.	Vancouver	WA	98684
1526	3071 Stevens Creek	Santa Clara	CA	95050
1540	3757 Forest Ln.	Dallas	TX	75244
1541	1978 Contra Costa Blvd.	Pleasant Hill	CA	94523
1554	730 Mountain View Rd.	Rapid City	SD	57702
1556	230 East Johnson Ave.	Coos Bay	OR	97420
1574	4950 Almaden Expy., Ste. 30	San Jose	CA	95118
1580	301 Westfield St.	Silverton	OR	97381
1623	4001 Inglewood Ave.	Redondo Beach	CA	90278
1631	122 Robles Dr.	Vallejo	CA	94591
1640	1503 City Center Rd.	McKinleyville	CA	95536

## Appendix A: List of Stores

1648	2449 West Kettleman Ln.	Lodi	CA	95242
1661	2001 McHenry Ave., Suite C	Modesto	CA	95350
1669	26518 Bouquet Canyon Rd.	Saugus	CA	91350
1670	28751 Los Alisos Blvd.	Mission Viejo	CA	92692
1671	20440 Devonshire St.	Chatsworth	CA	91311
1672	820 Arneill Rd.	Camarillo	CA	93010
1673	8201 Topanga Canyon Blvd.	Canoga Park	CA	91304
1674	4033 Laurel Canyon Blvd.	Studio City	CA	91604
1676	30252 Crown Valley Pkwy.	Laguna Niguel	CA	92677
1682	2811 Middlefield Rd.	Palo Alto	CA	94306
1701	2941 Ygnacio Valley Rd.	Walnut Creek	CA	94598
1711	15 Marina Blvd.	San Francisco	CA	94123
1721	906 E. Olive St.	Lamar	CO	81052
1734	522 N. Orange St.	Redlands	CA	92374
1735	4241 Tierra Rejada Rd.	Moorpark	CA	93021
1736	2701 B. Harbor Blvd.	Costa Mesa	CA	92626
1743	980 N. U.S. Hwy. 491	Gallup	NM	87301
1757	591 Tres Pinos Rd.	Hollister	CA	95023
1769	2808 Country Club Blvd.	Stockton	CA	95204
1772	3050 N. Fry Rd.	Katy	TX	77449
1773	2225 Louisiana St.	Houston	TX	77002
1774	5264 W. 34th St.	Houston	TX	77092
1776	600 Kingwood Dr.	Kingwood	TX	77339
1779	2301 Ranch Rd. 620 South	Lakeway	TX	78734
1780	1000 Keller Pkwy.	Keller	TX	76248
1781	106 N. Denton-Tap Rd.	Coppell	TX	75019
1783	2645 Arapaho Rd.	Garland	TX	75044
1784	1501 Pioneer Rd.	Mesquite	TX	75149
1785	1075 W Fm 3040	Lewisville	TX	75067
1786	4215 S. Carrier Pkwy.	Grand Prairie	TX	75052
1788	7801 Alma Dr.	Plano	TX	75025
1789	101 Trophy Lake Dr.	Trophy Club	TX	76262
1793	2100 Newbury Rd.	Newbury Park	CA	91320
1802	1340 Gambell St.	Anchorage	AK	99501
1805	1650 W. Northern Lights Blvd.	Anchorage	AK	99517
1806	600 E. Northern Lights Blvd.	Anchorage	AK	99503
1807	11409 Business Park Blvd.	Eagle River	AK	99577
1808	10576 Kenai Spur Hwy.	Kenai	AK	99611
1809	5600 Debarr Rd.	Anchorage	AK	99504
1811	595 East Parks Hwy.	Wasilla	AK	99654
1812	4000 West Dimond Blvd.	Anchorage	AK	99502
1813	1501 Huffman Rd.	Anchorage	AK	99515
1817	7731 East Northern Lights Blvd.	Anchorage	AK	99504
1820	3033 Vintage Blvd.	Juneau	AK	99801

## Appendix A: List of Stores

1832	90 Sterling Hwy.	Homer	AK	99603
1833	1313 Meals Ave.	Valdez	AK	99686
1834	2029 Airport Beach Rd.	Unalaska	AK	99692
1835	4th & Bering St.	Nome	AK	99762
1850	9911 Brodie Ln.	Austin	TX	78748
1857	12312 Barker Cypress Rd.	Cypress	TX	77429
1858	10228 W Broadway	Pearland	TX	77584
1877	880 South Perry St.	Castle Rock	CO	80104
1896	1400 Cypress Creek Rd.	Cedar Park	TX	78613
1913	450 South Ventura Rd.	Oxnard	CA	93030
1914	6351 Haven Ave.	Rancho Cucamonga	CA	91737
1922	2709 E. Hwy. 101	Port Angeles	WA	98362
1925	8805 Lakeview Pkwy.	Rowlett	TX	75089
1962	29530 Rancho California Rd.	Temecula	CA	92591
1967	560 Castle Pines Pkwy.	Castle Rock	CO	80104
1968	3051 Countryside Dr.	Turlock	CA	95380
1969	5700 Stockdale Hwy.	Bakersfield	CA	93309
1972	980 Hwy. North 287	Mansfield	TX	76063
1973	7000 Snider Plaza	University Park	TX	75205
1977	6200 Pacific Ave. SE	Lacey	WA	98503
1979	13440 North 7th St.	Phoenix	AZ	85022
1985	9705 North Thornydale Rd.	Tucson	AZ	85742
1986	9050 East Valencia Rd.	Tucson	AZ	85747
1989	9460 East Golf Links Rd.	Tucson	AZ	85730
2001	5671 Kanan Rd.	Agoura_Hills	CA	91301
2002	1311 Wilshire Blvd.	Santa Monica	CA	90403
2006	505 Telegraph Canyon Rd.	Chula Vista	CA	91910
2007	431 E. Arrow Hwy.	Glendora	CA	91740
2008	2616 E. Palmdale Blvd.	Palmdale	CA	93550
2012	7788 Regents Rd.	San Diego	CA	92122
2017	3125 Stockton Hill Rd.	Kingman	AZ	86401
2027	15740 Laforge St.	Whittier	CA	90603
2028	1201 South Plaza Way	Flagstaff	AZ	86001
2029	4033 West Ave. L	Lancaster	CA	93536
2030	25850 N. The Old Rd.	Valencia	CA	91381
2032	10773 North Scottsdale Rd.	Scottsdale	AZ	85254
2033	4500 Coffee Rd.	Bakersfield	CA	93308
2034	13730 Foothill Blvd.	Sylmar	CA	91342
2035	5360 Olive Dr.	Bakersfield	CA	93308
2039	19333 Victory Blvd.	Reseda	CA	91335
2044	260 West Continental Rd.	Green Valley	AZ	85614
2046	3400 Stine Rd.	Bakersfield	CA	93309
2047	5805 E. Los Angeles Ave.	Simi Valley	CA	93063
2048	163 S. Turnpike Rd.	Goleta	CA	93117

## Appendix A: List of Stores

2049	330 W. El Norte Pkwy.	Escondido	CA	92026
2051	2951 Marina Bay Dr.	League City	TX	77573
2053	3645 Midway Dr.	San Diego	CA	92110
2054	13503 Camino Del Sol	Sun City West	AZ	85375
2056	932 E. Badillo St.	Covina	CA	91724
2062	240 S. Diamond Bar Blvd.	Diamond Bar	CA	91765
2064	2800 Fletcher Pkwy.	El Cajon	CA	92020
2065	6951 El Camino Real	Carlsbad	CA	92009
2066	18439 Ventura Blvd.	Tarzana	CA	91356
2077	3118 S. Sepulveda Blvd.	Los Angeles	CA	90034
2078	9119 Reseda Blvd.	Northridge	CA	91324
2079	11986 Bernardo Plaza Dr.	San Diego	CA	92128
2080	5548 East Grant Rd.	Tucson	AZ	85712
2081	13255 Black Mountain Rd.	San Diego	CA	92129
2083	2190 East Fry Blvd.	Sierra Vista	AZ	85635
2088	4857 East Greenway Rd.	Phoenix	AZ	85254
2089	600 N. Pacific Coast Hwy.	Laguna Beach	CA	92651
2090	5922 Edinger Ave.	Huntington Beach	CA	92649
2092	2048 Avenida De Los Arboles	Thousand Oaks	CA	91362
2093	8011 University Ave.	La Mesa	CA	91942
2094	5275 Mission Oak Blvd.	Camarillo	CA	93012
2096	115 W. Main St.	Ventura	CA	93001
2100	9860 National Blvd.	Cheviot Hills	CA	90034
2101	1040 Coast Village Rd.	Montecito	CA	93108
2105	4365 Glencoe Ave.	Marina Del Rey	CA	90292
2107	10675 Scrpps Poway Pkwy.	San Diego	CA	92131
2108	1212 Beryl St.	Redondo Beach	CA	90277
2109	3855 State St.	Santa Barabra	CA	93105
2110	715 Pier Ave.	Hermosa Beach	CA	90254
2111	24160 Lyons Ave.	Newhall	CA	91321
2116	1702 Garnet St.	San Diego	CA	92109
2118	3550 Murphy Canyon Rd.	San Diego	CA	92123
2119	3850 Valley Centre Dr.	San Diego	CA	92130
2120	4725 Clairemont Dr.	San Diego	CA	92117
2121	940 S. Santa Fe Ave.	Vista	CA	92084
2123	777 Glendora Ave.	West Covina	CA	91790
2124	7789 Foothill Blvd.	Tujunga	CA	91042
2125	1160 Via Verde Ave.	San Dimas	CA	91773
2130	4404 Bonita Rd.	Bonita	CA	91902
2131	12199 Hesperia Rd.	Victorville	CA	92395
2134	10460 Clairemont Mesa Blvd.	San Diego	CA	92124
2136	8310 Mira Mesa Blvd.	San Diego	CA	92126
2137	5630 Lake Murray Blvd.	La Mesa	CA	91942
2138	1730 South Buckley Rd.	Aurora	CO	80017

## Appendix A: List of Stores

2139	1390 N. Allen Ave.	Pasadena	CA	91104
2142	2560 El Camino Real	Carlsbad	CA	92008
2143	635 W Foothill Blvd.	La Canada	CA	91011
2152	155 California Blvd.	Pasadena	CA	91105
2155	550 E. Baseline Rd.	Claremont	CA	91711
2156	2345 E. Valley Pkwy.	Escondido	CA	92027
2158	3840 La Sierra Ave.	Riverside	CA	92505
2163	660 E. Los Angeles Ave.	Simi Valley	CA	93065
2164	5688 Telephone Rd.	Ventura	CA	93003
2167	350 North Lemon Ave.	Walnut	CA	91789
2169	435 Foothill Blvd.	Glendora	CA	91741
2174	671 S. Rancho Santa Fe Rd.	San Marcos	CA	92078
2175	78-271 State Hwy. 111	La Quinta	CA	92253
2176	12961 W. Chapman Ave.	Garden Grove	CA	92840
2177	14200 Palm Dr.	Desert Hot Springs	CA	92240
2181	7733 North 1st St.	Fresno	CA	93720
2188	8949 N. Cedar Ave.	Fresno	CA	93720
2189	4343 N. Blackstone Ave.	Fresno	CA	93726
2200	130 W. Foothill Blvd.	Monrovia	CA	91016
2203	5949 E. Spring St.	Long Beach	CA	90808
2206	16450 Beach Blvd.	Westminster	CA	92683
2208	25 Kaneohe Bay Dr.	Kailua	HI	96734
2209	5500 Woodruff Ave.	Lakewood	CA	90713
2210	26022 Marguerite Pkwy.	Mission Viejo	CA	92692
2212	11030 Jefferson Blvd.	Culver City	CA	90230
2213	11750 Wilshire Blvd.	Los Angeles	CA	90025
2214	1110 W. Alameda Ave.	Burbank	CA	91506
2215	1135 Lindero Canyon Rd.	Thousand Oaks	CA	91362
2216	8010 E. Santa Ana Canyon Rd.	Anaheim Hills	CA	92808
2217	22451 Antonio Pkwy.	Rancho S. Margarita	CA	92688
2224	845 E. California Blvd.	Pasadena	CA	91106
2225	6534 Platt Ave.	West Hills	CA	91307
2226	14845 Ventura Blvd.	Sherman Oaks	CA	91403
2228	1213 Fair Oaks Ave.	South Pasadena	CA	91030
2229	727 N. Vine St.	Los Angeles	CA	90038
2235	1000 Bayside Dr.	Newport Beach	CA	92660
2250	16830 San Fernando Mission Blvd.	Granada Hills	CA	91344
2262	710 Broadway	Santa Monica	CA	90401
2264	655 N. Fair Oaks Ave.	Pasadena	CA	91103
2266	17380 Sunset Blvd.	Pacific Palisades	CA	90272
2267	11674 Santa Monica Blvd.	Los Angeles	CA	90025
2270	4030 Centinela Ave.	Culver City	CA	90066
2272	123 Metropole Ave.	Catalina	CA	90704
2273	245 Palos Verdes Blvd.	Redondo Beach	CA	90277

## Appendix A: List of Stores

2275	410 Manhattan Beach Blvd.	Manhattan Beach	CA	90266
2283	1221 Gaffey St.	San Pedro	CA	90731
2285	11322 Los Alamitos Blvd.	Los Alamitos	CA	90720
2286	4805 Granite Dr.	Rocklin	CA	95677
2288	2039 Verdugo Blvd.	Montrose	CA	91020
2295	600 Edith St.	Corning	CA	96021
2300	1482 S. Broadway	Santa Maria	CA	93454
2301	817 E. Main St.	Santa Maria	CA	93454
2306	3900 Broad St.	San Luis Obispo	CA	93401
2312	1130 Los Osos Valley Rd.	Los Osos	CA	93402
2317	1191 E. Creston Rd.	Paso Robles	CA	93446
2323	7544 Girard Ave.	La Jolla	CA	92037
2324	17662 17th St.	Tustin	CA	92780
2326	780 N. Brea Blvd.	Brea	CA	92821
2327	931 Lomas Santa Fe Dr.	Solana Beach	CA	92075
2328	130 W. Lincoln Ave.	Anaheim	CA	92805
2332	24270 El Toro Rd.	Laguna Hills	CA	92637
2333	13439 Camino Canada	El Cajon	CA	92021
2335	2684 N. Tustin St.	Orange	CA	92865
2336	360 East H St.	Chula Vista	CA	91910
2338	665 Saturn Blvd.	San Diego	CA	92154
2341	620 West Platte Ave.	Fort Morgan	CO	80701
2343	985 Tamarack Ave.	Carlsbad	CA	92008
2345	1000 W. El Norte Pkwy.	Escondido	CA	92026
2348	2606 Del Mar Heights Rd.	San Diego	CA	92014
2349	13438 Poway Rd.	Poway	CA	92064
2352	6155 El Cajon Blvd.	San Diego	CA	92115
2353	933 Sweetwater Rd.	Spring Valley	CA	91977
2355	4145 30th St.	San Diego	CA	92104
2358	3610 Adams Ave.	San Diego	CA	92116
2359	6555 Mission Gorge Rd.	San Diego	CA	92120
2364	868 Orange St.	Coronado	CA	92118
2365	3681 Avocado Ave.	La Mesa	CA	91941
2366	12419 Woodside Ave.	Lakeside	CA	92040
2367	950 N. Second St.	El Cajon	CA	92021
2370	3993 Governor Dr.	San Diego	CA	92122
2373	31564 Grape St.	Lake Elsinore	CA	92532
2376	1270 E. Main St.	Barstow	CA	92311
2381	535 N. McKinley St.	Corona	CA	92879
2383	72675 Hwy. 111	Palm Desert	CA	92260
2384	4733 E. Palm Canyon Dr.	Palm Springs	CA	92264
2386	27220 Sun City Blvd.	Sun City	CA	92586
2389	3125 W. Florida St.	Hemet	CA	92545
2390	475 E. Windmill Ln.	Las Vegas	NV	89123

## Appendix A: List of Stores

2391	1031 Nevada Hwy.	Boulder City	NV	89005
2392	7530 W. Lake Mead Blvd.	Las Vegas	NV	89128
2395	1940 Village Center Cir.	Las Vegas	NV	89134
2396	1131 E. Tropicana Ave.	Las Vegas	NV	89119
2400	481 Old Mammoth Rd.	Mammoth Lakes	CA	93546
2406	750 N. Imperial Ave.	El Centro	CA	92243
2409	40044 Hwy. 49	Oakhurst	CA	93644
2413	5610 Lake Isabella Blvd.	Lake Isabella	CA	93240
2415	2401 N. Chester Ave.	Oildale	CA	93308
2420	9000 Ming Ave.	Bakersfield	CA	93311
2425	850 Linden Ave.	Carpinteria	CA	93013
2430	1125 Maricopa Hwy.	Ojai	CA	93023
2434	576 W. Main St.	Santa Paula	CA	93060
2436	2101 N. Rose Ave.	Oxnard	CA	93036
2442	636 Ventura St.	Fillmore	CA	93015
2471	2727 Exposition Blvd.	Austin	TX	78703
2475	5311 Balcones Dr.	Austin	TX	78731
2477	3300 Bee Caves Rd., Suite 500	Austin	TX	78746
2480	6600 Mopac Expy. South	Austin	TX	78749
2481	1500 W. 35th St.	Austin	TX	78703
2482	8040 Mesa Dr.	Austin	TX	78731
2483	715 S. Exposition Blvd.	Austin	TX	78703
2485	2025 W. Ben White Blvd.	Austin	TX	78704
2490	10900-D Research Blvd.	Austin	TX	78759
2501	1855 E. Cochran St.	Simi Valley	CA	93065
2502	500 E. Manchester Blvd.	Inglewood	CA	90301
2503	4001 Villanova Dr.	Dallas	TX	75225
2508	27320 Alicia Pkwy.	Laguna Niguel	CA	92656
2511	2667 E. Windmill Pkwy.	Henderson	NV	89074
2520	111 18th St.	Burlington	CO	80807
2524	2101 W. Imperial Hwy.	La Habra	CA	90631
2526	819 W. Arapaho Rd, Suite 39	Richardson	TX	75080
2534	6333 East Mockingbird Ln.	Dallas	TX	75214
2544	10455 North Central Expy.	Dallas	TX	75231
2554	3100 Independence Pkwy.	Plano	TX	75075
2557	206 North Grand Ave.	Gainesville	TX	76240
2559	3535 Beltline Rd.	Irving	TX	75062
2560	1758 Grand Ave.	Grover Beach	CA	93433
2561	925 Northwest Hwy.	Garland	TX	75041
2566	6770 Abrams Rd.	Dallas	TX	75231
2568	4836 West Park Blvd.	Plano	TX	75093
2570	5968 West Parker Rd.	Plano	TX	75093
2574	3100 S. Hulen St.	Fort Worth	TX	76109
2578	2535 Firewheel Pkwy.	Garland	TX	75040

## Appendix A: List of Stores

2580	100 W. Southlake Blvd. Suite 2	Southlake	TX	76092
2581	4848 Preston Rd.	Frisco	TX	75035
2587	5425 S. Cooper St.	Arlington	TX	76017
2588	820 South Macarthur Blvd.	Coppell	TX	75019
2590	4112 North Josey Ln.	Carrollton	TX	75007
2595	3945 Legacy Dr.	Plano	TX	75023
2597	4200 Chino Hills Pkwy Ste. 400	Chino Hills	CA	91709
2609	612 Grapevine Hwy.	Hurst	TX	76054
2617	9420 College Park Dr. #100	The Woodlands	TX	77384
2642	5809 East Lovers Ln.	Dallas	TX	75206
2643	14280 Marsh Ln.	Addison	TX	75001
2659	3520 Riverside Plaza	Riverside	CA	92506
2665	4520 Sunset Blvd.	Los Angeles	CA	90028
2670	1890 Fm 359	Richmond	TX	77469
2671	525 South Fry Rd.	Katy	TX	77450
2672	18322 Clay Rd.	Houston	TX	77084
2673	2250 Buckthorne Pl.	Spring	TX	77380
2674	604 Hwy. 332	Lake Jackson	TX	77566
2686	1701 Randol Mill Rd.	Arlington	TX	76012
2696	14840 SE Webster Rd.	Milwaukie	OR	97267
2722	8355 N Rampart Range Rd.	Littleton	CO	80125
2810	1200 Second Ave.	MonteVista	CO	81144
2817	232 G St.	Salida	CO	81201
2824	1900 Hwy. 24	Leadville	CO	80461
2839	840 Village Center Dr.	Colorado Springs	CO	80919
2840	2010 Freedom Blvd.	Watsonville	CA	95019
2841	815 Canyon Del Rey Blvd.	Del Rey Oaks	CA	93940
2842	867 Sutton Way	Grass Valley	CA	95945
2911	2798 Arapahoe Ave.	Boulder	CO	80302
2917	1605 Bridge St.	Brighton	CO	80601
2918	3526 West Tenth St.	Greeley	CO	80634
2954	6519 Main St.	Bonniers Ferry	ID	83805
3010	4015 E. Castro Valley Blvd.	Castro Valley	CA	94552
3017	3027 Rancho Vista Blvd.	Palmdale	CA	93551
3027	170 El Camino Real	S San Francisco	CA	94080
3031	85 Westlake Mall	Daly City	CA	94015
3040	2522 Foulk Rd.	Wilmington	DE	19810
3044	1201 Avacado Blvd.	El Cajon	CA	92020
3048	2075 Westheimer Rd.	Houston	TX	77098
3054	4775 W. Panther Creek	The Woodlands	TX	77381
3058	57590 29 Palms Hwy.	Yucca Valley	CA	92284
3063	870 Third Ave.	Chula Vista	CA	91911
3064	5130 Bellaire Blvd.	Bellaire	TX	77401
3067	5161 San Felipe St.	Houston	TX	77056

## Appendix A: List of Stores

3068	5800 New Territory Blvd.	Sugar Land	TX	77479
3069	20445 Yorba Linda Blvd.	Yorba Linda	CA	92886
3070	1525 South Mason Rd.	Katy	TX	77450
3075	1129 Fair Oaks Ave.	South Pasadena	CA	91030
3083	301 N. Pass Ave.	Burbank	CA	91505
3086	2122 S. Hacienda Blvd.	Hacienda Heights	CA	91745
3091	4732 Brooklyn Ave.N.E.	Seattle	WA	98105
3111	555 Floresta Blvd.	San Leandro	CA	94578
3121	2237 West Cleveland Ave.	Madera	CA	93637
3122	2550 Bell Rd.	Auburn	CA	95603
3124	1187 South Main St.	Manteca	CA	95337
3125	3889 San Pablo Ave.	Emeryville	CA	94608
3126	610 Hegenberger Rd.	Oakland	CA	94621
3127	1291 Sanguinetti Rd.	Sonora	CA	95370
3135	2725 Agoura Rd.	Thousand Oaks	CA	91361
3138	16550 W. Soledad Canyon Rd.	Santa Clarita	CA	91351
3154	6817 West Peoria Ave.	Peoria	AZ	85345
3160	8891 Atlanta Ave.	Huntington Beach	CA	92646
3161	10321 Sepulveda Blvd.	Mission Hills	CA	91345
3208	745 E. Naomi Ave.	Arcadia	CA	91007
3218	36-101 Bob Hope Dr.	Rancho Mirage	CA	92270
3247	101 Grand Coulee Hwy.	Grand Coulee	WA	99133
3248	West 902 Francis Ave.	Spokane	WA	99208
3252	601 South Pioneer Way Suite-A	Moses Lake	WA	98837
3255	East 933 Mission Ave.	Spokane	WA	99202
3256	1525 West Park Ave.	Anaconda	MT	59711
3258	804 Beverly Blvd.	Montebello	CA	90640
3263	1342 N. Alvarado St.	Los Angeles	CA	90026
3269	101 East Main St.	Hamilton	MT	59840
3279	2500 Massachusetts Ave.	Butte	MT	59701
3295	1001 North 4th St.	Coeur D'alene	ID	83814
3472	3903 Factoria Square Mall SE	Bellevue	WA	98006
3500	6850 NE Bothell Way	Kenmore	WA	98028
3502	9 Highland Park Village	Dallas	TX	75205
3517	24325 Crenshaw Blvd.	Torrance	CA	90503
3519	4550 Atlantic Ave.	Long Beach	CA	90807
3522	522 Preston Royal Ctr.	Dallas	TX	75230
3545	900 E Meridian Ave. Suite 12	Milton	WA	98354
3555	3300 Harwood Rd.	Bedford	TX	76021
3560	8698 Skillman St.	Dallas	TX	75243
3563	633 West Wheatland Rd.	Duncanville	TX	75116
3572	2600 Flower Mound Rd.	Flower Mound	TX	75028
3573	3001 Hardin Blvd.	McKinney	TX	75070
3575	2301 Justin Rd.	Flower Mound	TX	75028

## Appendix A: List of Stores

3576	4000 William D. Tate Ave.	Grapevine	TX	76051
3579	900 W. McDermott Dr.	Allen	TX	75013
3582	18212 Preston Rd.	Dallas	TX	75252
3597	11920 Preston Rd.	Dallas	TX	75230
3608	7700 Northwest Hwy.	Dallas	TX	75225
3614	315 South Hampton Rd.	Dallas	TX	75208
3617	2611 West Park Row Dr.	Arlington	TX	76013
3621	4010 North Macarthur Blvd.	Irving	TX	75038
3622	6377 Camp Bowie Blvd.	Fort Worth	TX	76116
3623	210 East Pleasant Run Rd.	Desoto	TX	75115
3625	302 South Park Blvd.	Grapevine	TX	76051
3637	1380 W. Campbell Rd.	Dallas	TX	75080
3641	3411 Custer Pkwy.	Richardson	TX	75080
3645	2200 East 14th St.	Plano	TX	75074
3650	14999 Preston Rd.	Dallas	TX	75254
3652	745 Cross Timbers Rd.	Flower Mound	TX	75028
3658	2755 N. Collins St.	Arlington	TX	76006
3714	617 West 29th St.	Pueblo	CO	81008
3715	1322 East 8th St.	Pueblo	CO	81001
3723	315 West 2nd St.	Lajunta	CO	81050
3727	222 West Seventh St.	Walsenburg	CO	81089
3729	1231 South Prairie Ave.	Pueblo	CO	81005
4018	10016 Scripps Ranch Blvd.	San Diego	CA	92131
4021	6571 West 80th St.	Los Angeles	CA	90045
4030	2400 Peoples Plaza	Newark	DE	19702
4033	5586 Wesleyan St.	Houston	TX	77005
4062	2323 Clear Lake City Blvd.	Houston	TX	77062
4160	400 Dartmouth Ave.	Lovelock	NV	89419
4205	415 14th St. SE	Washington	DC	20003
4262	155 East First St.	Coquille	OR	97423
4292	585 Siskiyou Blvd.	Ashland	OR	97520
4313	904 West Main St.	Battle Ground	WA	98604
4316	244 North F St.	Lakeview	OR	97630
4318	Columbia River Hwy.	Clatskanie	OR	97016
4333	450 S.W.Third Ave.	Corvallis	OR	97333
4342	101 S.E. 82nd Ave.	Portland	OR	97215
4381	1205 Campbell St.	Baker City	OR	97814
4387	95 82nd Dr.	Gladstone	OR	97027
4395	211 North Eighth St.	Klamath Falls	OR	97601
4405	408 N.E. 81st St.	Hazel Dell	WA	98665
4469	246 West Monroe St.	Burns	OR	97720
4510	6745 S.W. Hillsdale Hwy.	Portland	OR	97225
4513	350 East 40th Ave.	Eugene	OR	97405
4520	11696 N.E. 76th St.	Vancouver	WA	98662

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

**APPENDIX B**  
**[Refrigerant Compliance Plan]**