

MAY 07 2009

MICHAEL D. PLANET
Executive Officer and Clerk

BY: _____ Deputy

DEBRA HEBERT

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D.C.M./TRACK ASSIGNMENT
 UNLAWFUL DETAINER
 ECONOMIC
 STANDARD
 UNINSURED MOTORIST
 TRACT COORD TO NOTIFY

READ THE VENTURA COUNTY
LOCAL RULES THAT GOVERN
COMPLIANCE WITH FAST TRACT

ASSIGNED COURT 43

8 Attorneys for Plaintiff, People of the State of California
[Plaintiff's Counsel Continued on Attached]
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF VENTURA**

12 THE PEOPLE OF THE STATE OF CALIFORNIA,
13 Plaintiff,
14 v.
15 KMART CORPORATION,
16 Defendant
17

Case No. 56-2009-00344058-CU-MC-VTA

**COMPLAINT FOR INJUNCTION,
CIVIL PENALTIES AND OTHER
EQUITABLE RELIEF**

18
19 The People of the State of California, by and through Edmund G. Brown Jr., Attorney
20 General of the State of California, Margarita Padilla, Supervising Deputy Attorney General;
21 Gregory Totten, District Attorney for the County of Ventura, State of California, Mitchell F.
22 Disney, Senior Deputy District Attorney; Rod Pacheco, District Attorney for the County of
23 Riverside, State of California, Stephanie B. Weissman, Supervising Deputy District Attorney;
24 and James P. Willett, District Attorney for the County of San Joaquin, David J. Irely,
25 Supervising Deputy District Attorney; hereby allege upon information and belief the following:

26 **PLAINTIFF**

27 1. Pursuant to California Health and Safety Code Sections 25145.4 and 25182, the
28 Attorney General, the District Attorneys and their representatives may bring a civil action in the

1 name of the People of the State of California to enjoin any violation of Chapter 6.5 of Division
2 20 of the California Health and Safety Code (hereinafter, "Chapter 6.5") and to seek civil
3 penalties for violations of the provisions of Chapter 6.5.

4 2. Pursuant to California Health and Safety Code section 25514, the Attorney
5 General, the District Attorneys and their representatives, on behalf of the People of the State of
6 California, may bring an action for civil penalties for violations of California Health and Safety
7 Code sections 25503.5 to 25505, inclusive or sections 25508 to 25520, inclusive.

8 3. Pursuant to California Health and Safety Code section 25516, the Attorney
9 General, the District Attorneys and their representatives, may bring an action to enjoin a
10 violation of Chapter 6.95 of Division 20 of the California Health and Safety Code (hereinafter
11 "Chapter 6.95").

12 4. Pursuant to California Business and Professions code sections 17203, 17204, and
13 17206, the Attorney General, the District Attorneys and their representatives may bring actions
14 in the name of the People of the State of California in a Superior Court for an injunction against
15 any person who engages, has engaged, or proposes to engage in unfair competition and for civil
16 penalties for each act of unfair competition.

17 5. This Complaint addresses Kmart Corporation's hazardous-waste and hazardous-
18 materials handling practices at and by its retail stores in the State of California. Plaintiff brings
19 this action without prejudice to any other action or claims which may exist that are not alleged
20 in this Complaint.

21 **DEFENDANT**

22 6. Defendant Kmart Corporation ("Defendant"), is a Michigan Corporation. At all
23 times relevant hereto, Defendant was a mass-merchandiser conducting retail sales business in
24 the State of California at the facilities identified in Exhibit A, incorporated herein by this
25 reference. The facilities listed in Exhibit A are collectively referred to as the "Covered
26 Facilities."

27 7. The Defendant, at all times relevant to the claims in this Complaint, was legally
28 responsible for compliance with the provisions of the California Health and Safety Code

1 Chapters 6.5 and 6.95 of Division 20, and their implementing regulations, at the Covered
2 Facilities.

3 **VENUE**

4 8. The Defendant at all times mentioned herein has transacted business within the
5 County of Ventura and throughout the State of California. The violations of law hereinafter
6 described have been committed within the State of California, with a substantial portion of those
7 violations occurring in the County of Ventura. Pursuant to Code of Civil Procedure Section
8 393, venue lies in this court.

9 **GENERAL ALLEGATIONS**

10 9. Since May 1, 2003, Plaintiff is informed and believes and thereupon alleges that
11 Defendant engaged in the following actions and omissions at and from the Covered Facilities:

12 a. Delivered, or otherwise transferred possession of, hazardous waste to a
13 person or entity that was not properly licensed and registered to transport hazardous waste, in
14 violation of California Health and Safety Code section 25163(a)(1);

15 b. Transported hazardous waste without being properly licensed and
16 registered to transport hazardous waste, in violation of California Health and Safety Code
17 section 25163(a)(1);

18 c. Disposed, or caused the disposal of, hazardous waste at a point not
19 authorized, in violation of Health and Safety Code section 25189;

20 d. Stored hazardous waste beyond the time permitted by law at a facility
21 which did not have a hazardous waste storage permit from the California Department of Toxic
22 Substances Control, in violation of California Code of Regulations, Title 22, section
23 66262.34.;

24 e. Failed to properly and timely dispose of accumulated hazardous waste at
25 least once every ninety (90) days, in violation of California Code of Regulations, Title 22,
26 section 66262.34; and failed to provide to the Department of Toxic Substances Control proof
27 of disposal at least once every ninety (90) days by making available for review copies of
28 hazardous waste manifests as required by law;

1 f. Failed to obtain and keep current all required hazardous waste generator
2 permits required by county and local ordinances;

3 g. Failed to comply with employee training obligations as set forth in
4 California Code of Regulations, Title 22, section 66265.16, pertaining to the handling of
5 hazardous waste, including but not limited to the requirement to maintain, for a period of three
6 years, training documentation for each employee involved in hazardous waste handling;

7 h. Treated, stored, disposed of, transported, and offered for transportation,
8 hazardous waste without having received and used a proper identification number from the
9 U.S. Environmental Protection Agency or the California Department of Toxic Substances
10 Control for the originating facility, in violation of California Code of Regulations, Title 22,
11 section 66262.12(a);

12 i. Failed to determine if a generated waste was a "hazardous waste" as
13 required by California Code of Regulations, Title 22, section 66262.11, and, where such waste
14 was hazardous, failed to handle the hazardous waste in accordance with the requirements of
15 Chapter 6.5 of the Health & Safety Code and its implementing regulations in the California
16 Code of Regulations, Title 22, including but not limited to section 66265.172 (compatible
17 contents), and section 66265.177 (placing incompatible waste streams in the same container);

18 j. Failed to properly label containers of accumulated hazardous waste, in
19 violation of California Code of Regulations, Title 22, section 66262.34;

20 k. Failed to keep containers of hazardous waste closed, except when
21 removing or adding hazardous waste, in violation of California Code of Regulations, Title 22,
22 section 66265.173;

23 l. Failed to retain copies of all consolidated hazardous waste manifests for
24 three years, in violation of Health and Safety Code section 25160.2(b)(3) and California Code
25 of Regulations, Title 22, section 66262.40(a). As used in this paragraph "manifest" means a
26 shipping document originated and signed by a generator of hazardous waste that contains all of
27 the information required by law and that complies with all applicable federal and state
28 regulations, and includes but is not limited to, bills of lading;

1 m. Failed to at all times have in place a hazardous waste contingency plan and
2 emergency procedures for each Covered Facility in the State of California, in violation of
3 California Code of Regulations, Title 22, sections 66265.51 through 66265.56;

4 n. Failed to implement, maintain and comply with an employee training
5 program meeting the requirements of Health and Safety Code section 25504, subdivisions (a)
6 and (c), and California Code of Regulations, Title 19, section 2732, pertaining to hazardous
7 materials, and business and area plans;

8 o. Failed to implement and maintain a business emergency plan for
9 emergency response to a release or threatened release of hazardous materials, in violation of
10 Health and Safety Code section 25503.5;

11 p. Failed to implement, maintain or to submit to the administering agency (as
12 defined in Health and Safety Code sections 25501 and 25502), a complete hazardous materials
13 business plan for each Covered Facility, in violation of Health and Safety Code sections 25504
14 and 25505 and California Code of Regulations, Title 19, section 2729;

15 q. Failed to maintain and operate the Covered Facilities so as to minimize the
16 possibility of a fire, explosion, or any unplanned sudden or non-sudden release of hazardous
17 waste or hazardous waste constituents to air, soil or surface water which could threaten human
18 health or the environment, in violation of California Code of Regulations, Title 22, section
19 66265.31;

20 r. Failed to maintain containers holding hazardous waste at the Covered
21 Facilities so as to prevent leaks, in violation of California Code of Regulations, Title 22,
22 section 66265.173;

23 s. Failed to maintain adequate aisle space in hazardous waste storage areas at
24 the Covered Facilities, in violation of California Code of Regulations, Title 22, section
25 66264.35;

26 t. Failed to conduct weekly inspections of hazardous waste storage areas at
27 the Covered Facilities, in violation of California Code of Regulations, Title 22, section
28 66264.174.

1 **FIRST CAUSE OF ACTION**

2 10. Plaintiff realleges paragraphs one through nine inclusive.

3 11. Defendant is liable for civil penalties as set forth in California Health and Safety
4 Code Section 25189(b) for each intentional or negligent violation of rules, regulations, standards
5 or requirements regarding hazardous waste as set forth above.

6 12. Defendant must immediately and permanently be enjoined from further
7 violations of Chapter 6.5.

8 **SECOND CAUSE OF ACTION**

9 13. Plaintiff realleges paragraphs one through nine inclusive.

10 14. Defendant is liable for civil penalties as set forth in California Health and Safety
11 Code Section 25189.2(b) for each violation of the rules, regulations, standards or requirements
12 regarding hazardous waste as set forth above.

13 15. Defendant must immediately and permanently be enjoined from further
14 violations of Chapter 6.5.

15 **THIRD CAUSE OF ACTION**

16 16. Plaintiff realleges paragraphs one through nine inclusive.

17 17. The Defendant is liable for civil penalties as set forth in California Health and
18 Safety Code Section 25514 for each violation of each California Health and Safety Code section
19 set forth above in paragraphs 9(n) – 9(p), above.

20 18. Defendant must immediately and permanently be enjoined from further
21 violations of Chapter 6.95.

22 **FOURTH CAUSE OF ACTION**

23 19. Plaintiff realleges paragraphs one through 18 inclusive.

24 20. Within the last four (4) years, Defendant has engaged in unlawful acts or
25 practices in the conduct of a business, which acts or practices constitute unfair competition
26 within the meaning of section 17200 of the Business and Professions Code. Such acts or
27 practices include, but are not limited to, those alleged in the first through third causes of action
28 above.

1 21. Pursuant to California Business and Professions Code Section 17206, the
2 Defendant is liable for civil penalties for each act or practice of unfair competition.

3 22. Defendant must immediately and permanently be enjoined from engaging in any
4 act or practice that violates Chapters 6.5 and 6.95 of Division 20 of the California Health and
5 Safety Code and their implementing regulations, at the Covered Facilities and which therefore
6 constitutes "unfair competition" within the meaning of California Business and Professions
7 Code Section 17200.

8 WHEREFORE, PLAINTIFF PRAYS FOR THE FOLLOWING RELIEF:

9 1. A Permanent Injunction requiring Defendant to comply with the requirements of
10 California Health and Safety Code, Division 20, Chapter 6.5;

11 2. A Permanent Injunction requiring Defendant to comply with California Health
12 and Safety Code, Division 20, Chapter 6.95;

13 3. A Permanent Injunction prohibiting Defendant from engaging in any act that
14 violates Chapter 6.5 or 6.95 of Division 20 of the California Health and Safety Code, or their
15 implementing regulations, which thereby constitutes "unfair competition" within the meaning of
16 California Business and Professions Code Section 17200;

17 4. Civil penalties according to proof against Defendant, pursuant to California
18 Health and Safety Code Section 25189;

19 5. Civil penalties according to proof against Defendant, pursuant to California
20 Health and Safety Code Section 25189.2;

21 6. Civil penalties according to proof against Defendant, pursuant to California
22 Health and Safety Code Section 25514;

23 7. Civil penalties according to proof against Defendant, pursuant to California
24 Business and Professions Code Section 17206 for each act of unfair competition engaged in by
25 Defendant;

26 8. Grant Plaintiff its costs of inspection, investigation, attorney's fees, enforcement,
27 prosecution, and suit, herein; and

28 9. Grant such other and further relief to Plaintiff as the court deems just and proper.

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

DATED: 5/6/09

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

JAMES P. WILLETT, District Attorney
County of San Joaquin, State of California

DATED: 5/5/09

By: *David J. Ireby*
DAVID J. IREY
Supervising Deputy District Attorney
Attorneys for Plaintiff

ROD PACHECO, District Attorney
County of Riverside, State of California

DATED: 5/4/09

By: *Stephanie B. Weissman*
STEPHANIE B. WEISSMAN
Supervising Deputy District Attorney
Attorneys for Plaintiff

EDMUND G. BROWN JR., Attorney General
State of California

DATED: 5/5/09

By: *Margarita Padilla*
MARGARITA PADILLA
Supervising Deputy Attorney General
Attorneys for Plaintiff

1 **PLAINTIFF'S COUNSEL CONTINUED**

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EXHIBIT A - COVERED FACILITIES

| Store | FORMAT | Address | City | State | Zip | County |
|-------|---------|--|------------------|-------|----------|--------------|
| 4457 | KMART | 26231 MISSION BLVD | HAYWARD | CA | 94544 | ALAMEDA |
| 3276 | KMART | 250 FLORESTA BLVD | SAN LEANDRO | CA | 94578 | ALAMEDA |
| 3568 | KMART | 10500 WICKLOW WAY | JACKSON | CA | 95642 | AMADOR |
| 3086 | KMART | 2155 PILLSBURY RD | CHICO | CA | 95926 | BUTTE |
| 9551 | KMART | 6600 CLARK ROAD | PARADISE | CA | 95969 | BUTTE |
| 4762 | KMART | 3625 EAST 18TH ST | ANTIOCH | CA | 94509 | CONTRA COSTA |
| 7098 | KMART | 5100 CLAYTON ROAD | CONCORD | CA | 94521 | CONTRA COSTA |
| 3531 | KMART | 1500 FITZGERALD DR | PINOLE | CA | 94564 | CONTRA COSTA |
| 3053 | KMART | 77 CHILPANCINGO | PLEASANT HILL | CA | 94523 | CONTRA COSTA |
| 7471 | KMART | 3968 A MISSOURI FLAT ROAD | PLACERVILLE | CA | 95667 | EL DORADO |
| 9153 | KMART | 1056 EMERALD BAY ROAD | SOUTH LAKE TAHOE | CA | 96150 | EL DORADO |
| 3582 | KMART | 1075 SHAW AVENUE | CLOVIS | CA | 93612 | FRESNO |
| 4721 | KMART | 25 WEST POLK STREET | COALINGA | CA | 93210 | FRESNO |
| 4705 | KMART | 333 SIERRA | KINGSBURG | CA | 93631 | FRESNO |
| 7916 | KMART | 4325 BROADWAY | EUREKA | CA | 95503 | HUMBOLDT |
| 7390 | KMART | 1500 ANNA SPARKS WAY | MCKINLEYVILLE | CA | 95521 | HUMBOLDT |
| 3151 | KMART | 1950 NORTH IMPERIAL AVE | EL CENTRO | CA | 92243 | IMPERIAL |
| 7756 | KMART | 1200 N MAIN STREET | BISHOP | CA | 93514 | INYO |
| 4364 | KMART | 3600 WILSON RD | BAKERSFIELD | CA | 93309 | KERN |
| 3945 | KMART | 912 COUNTY LINE RD | DELANO | CA | 93215 | KERN |
| 3865 | KMART | 910 NORTH CHINA LAKE BLVD | RIDGECREST | CA | 93555 | KERN |
| 7287 | KMART | 301 GARDNER FIELD ROAD | TAFT | CA | 93268 | KERN |
| 4751 | KMART | 710 W TEHACHAPI | TEHACHAPI | CA | 93561 | KERN |
| 3968 | KMART | 2785 HWY 46 | WASCO | CA | 93280 | KERN |
| 3982 | KMART | 215 WEST HANFORD/ARMONA | LEMOORE | CA | 93245 | KINGS |
| 4819 | KMART | 2019 S MAIN | LAKEPORT | CA | 95453 | LAKE |
| 4320 | KMART | 10400 ROSECRANS | BELLFLOWER | CA | 0706-270 | LOS ANGELES |
| 3834 | KMART | 1000 SAN FERNANDO RD | BURBANK | CA | 91504 | LOS ANGELES |
| 4987 | SUPER K | 500 CARSON TOWN CENTER | CARSON | CA | 90745 | LOS ANGELES |
| 4007 | KMART | 5704 E WHITTIER BLVD HARVLAN CENTER | COMMERCE | CA | 90022 | LOS ANGELES |
| 4281 | KMART | 1162 N CITRUS AVE | COVINA | CA | 91722 | LOS ANGELES |
| 3337 | KMART | 8017 SOUTH ATLANTIC AVE | CUDAHY | CA | 90201 | LOS ANGELES |
| 3169 | KMART | 249 S DIAMOND BAR BLVD | DIAMOND BAR | CA | 91765 | LOS ANGELES |
| 4191 | KMART | 902 W SEPULVEDA | HARBOR CITY | CA | 90710 | LOS ANGELES |
| 4367 | KMART | 1810 W AVENUE J | LANCASTER | CA | 93534 | LOS ANGELES |
| 9328 | KMART | 2900 BELLFLOWER BOULEVARD | LONG BEACH | CA | 90815 | LOS ANGELES |
| 7225 | KMART | 6310 W 3RD STREET | LOS ANGELES | CA | 90036 | LOS ANGELES |
| 7625 | KMART | 5850 S VERMONT AVENUE | LOS ANGELES | CA | 90044 | LOS ANGELES |
| 4421 | KMART | 13007 SHERMAN WAY | NORTH HOLLYWOOD | CA | 91605 | LOS ANGELES |
| 3127 | KMART | 5665 N ROSEMEAD BLVD | TEMPLE CITY | CA | 91780 | LOS ANGELES |
| 4474 | KMART | 19330 HAWTHORNE BLVD | TORRANCE | CA | 90503 | LOS ANGELES |
| 3018 | KMART | 23222 W VALENCIA BLVD | VALENCIA | CA | 91355 | LOS ANGELES |
| 3235 | KMART | 730 SOUTH ORANGE | WEST COVINA | CA | 91790 | LOS ANGELES |
| 7481 | KMART | 1085 BELLEVUE | ATWATER | CA | 95301 | MERCED |
| 3764 | KMART | 1400 MERCEY SPRINGS | LOS BANOS | CA | 93635 | MERCED |
| 3412 | KMART | 1050 NORTH DAVIS ROAD | SALINAS | CA | 93907 | MONTEREY |
| 9746 | KMART | 111 W MC KNIGHT WAY | GRASS VALLEY | CA | 95949 | NEVADA |

EXHIBIT A - COVERED FACILITIES

| Store | FORMAT | Address | City | State | Zip | County |
|-------|--------|---|-----------------------|-------|----------|--------------------|
| 3363 | KMART | 10870 KATELLA AVE WEST | ANAHEIM | CA | 92804 | ORANGE |
| 3435 | KMART | 2222 E LINCOLN AVE EAST ANAHEIM SHOPPING CTR | ANAHEIM | CA | 92806 | ORANGE |
| 4047 | KMART | 2200 HARBOR BLVD | COSTA MESA | CA | 92627 | ORANGE |
| 9608 | KMART | 2505 BELL RD | AUBURN | CA | 95603 | PLACER |
| 3696 | KMART | 5615 PACIFIC STREET | ROCKLIN | CA | 95677 | PLACER |
| 3708 | KMART | 300 S HIGHLAND SPRINGS | BANNING | CA | 92220 | RIVERSIDE |
| 3881 | KMART | 1455 W HOBSON | BLYTHE | CA | 92225 | RIVERSIDE |
| 4857 | KMART | 14011 PALM DRIVE | DESERT HOT SPRINGS | CA | 92240 | RIVERSIDE |
| 7047 | KMART | 220 W STETSON AVE | HEMET | CA | 2543-774 | RIVERSIDE |
| 7551 | KMART | 81691 HWY 111 | INDIO | CA | 92201 | RIVERSIDE |
| 3106 | KMART | 7200 ARLINGTON AVE | RIVERSIDE | CA | 92503 | RIVERSIDE |
| 4432 | KMART | 3001 IOWA AVENUE | RIVERSIDE | CA | 92507 | RIVERSIDE |
| 4706 | KMART | 375 EAST ALLESSANDRO BLVD | RIVERSIDE | CA | 92508 | RIVERSIDE |
| 7175 | KMART | 7840 LIMONITE AVE | RIVERSIDE | CA | 92509 | RIVERSIDE |
| 3828 | KMART | 26471 YNEZ ROAD | TEMECULA | CA | 92591 | RIVERSIDE |
| 3376 | KMART | 8501 AUBURN BLVD | CITRUS HGTS | CA | 95610 | SACRAMENTO |
| 3369 | KMART | 2344 SUNRISE BLVD | RANCHO CORDOVA | CA | 95670 | SACRAMENTO |
| 4117 | KMART | 5100 STOCKTON BLVD | SACRAMENTO | CA | 95820 | SACRAMENTO |
| 3748 | KMART | 491 TRES PINOS ROAD | HOLLISTER | CA | 95023 | SAN BENITO |
| 3699 | KMART | 20777 BEAR VALLEY RD | APPLE VALLEY | CA | 92308 | SAN BERNARDINO |
| 7653 | KMART | P O BOX 7047 | BIG BEAR LAKE | CA | 92315 | SAN BERNARDINO |
| 7587 | KMART | 17099 VALLEY BLVD | FONTANA | CA | 92335 | SAN BERNARDINO |
| 7606 | KMART | 16968 MAIN STREET | HESPERIA | CA | 92345 | SAN BERNARDINO |
| 3483 | KMART | 2530 S EUCLID AVE | ONTARIO | CA | 91762 | SAN BERNARDINO |
| 4749 | KMART | 1670 EAST FOURTH | ONTARIO | CA | 91764 | SAN BERNARDINO |
| 3368 | KMART | 1625 W REDLANDS | REDLANDS | CA | 92373 | SAN BERNARDINO |
| 7636 | KMART | 875 EAST H STREET | CHULA VISTA | CA | 91910 | SAN DIEGO |
| 3922 | KMART | 443 COLLEGE BLVD | OCEANSIDE | CA | 92057 | SAN DIEGO |
| 3678 | KMART | 1855 MAIN STREET | RAMONA | CA | 92065 | SAN DIEGO |
| 7418 | KMART | 4330 CAMINO DE LA PLAZA | SAN YSIDRO | CA | 92173 | SAN DIEGO |
| 7486 | KMART | 520 S CHEROKEE LANE | LODI | CA | 95240 | SAN JOAQUIN |
| 4862 | KMART | 255 NORHTGATE DRIVE | MANTECA | CA | 95336 | SAN JOAQUIN |
| 3174 | KMART | 2180 E MARIPOSA RD | STOCKTON | CA | 95205 | SAN JOAQUIN |
| 7552 | KMART | 1570 W BRANCH ST | ARROYO GRANDE | CA | 93420 | SAN LUIS OBISPO |
| 7619 | KMART | 3980 EL CAMINO REAL | ATASCADERO | CA | 93422 | SAN LUIS OBISPO |
| 4349 | KMART | 1155 VETERAN'S BLVD | REDWOOD CITY | CA | 94063 | SAN MATEO |
| 3595 | KMART | 1700 S DELAWARE | SAN MATEO | CA | 94402 | SAN MATEO |
| 7195 | KMART | 6865 HOLLISTER AVE | GOLETA | CA | 93117 | SANTA BARBARA |
| 4371 | KMART | 2875 SANTA MARIA WAY | SANTA MARIA | CA | 93455 | SANTA BARBARA |

EXHIBIT A - COVERED FACILITIES

| Store | FORMAT | Address | City | State | Zip | County |
|-------|--------|------------------------|---------------|-------|-------|------------|
| 3725 | KMART | 1702 FREEDOM BLVD | FREEDOM | CA | 95019 | SANTA CRUZ |
| 9797 | KMART | 270 MT HERMON ROAD | SCOTTS VALLEY | CA | 95066 | SANTA CRUZ |
| 3130 | KMART | 2685 HILLTOP DRIVE | REDDING | CA | 96002 | SHASTA |
| 4341 | KMART | 2525 N TEXAS ST | FAIRFIELD | CA | 94533 | SOLANO |
| 3501 | KMART | 261 N MC DOWELL BLVD | PETALUMA | CA | 94954 | SONOMA |
| 4340 | KMART | 3771 CLEVELAND AVE | SANTA ROSA | CA | 95403 | SONOMA |
| 3345 | KMART | 1351 E HATCH RD | MODESTO | CA | 95351 | STANISLAUS |
| 3842 | KMART | 175 SOUTH MAAG AVENUE | OAKDALE | CA | 95361 | STANISLAUS |
| 3162 | KMART | 850 GRAY AVE | YUBA CITY | CA | 95991 | SUTTER |
| 9761 | KMART | 3247 NOBLE AVE | VISALIA | CA | 93277 | TULARE |
| 3998 | KMART | 2270 EAST EL MONTE WAY | DINUBA | CA | 93618 | TULARE |
| 3916 | KMART | 1475 HILLMAN STREET | TULARE | CA | 93274 | TULARE |
| 7165 | KMART | 940 ARNEILL RD | CAMARILLO | CA | 93010 | VENTURA |
| 7639 | KMART | 895 FAUKNER ROAD | SANTA PAULA | CA | 93060 | VENTURA |