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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO**

UNITED STATES OF AMERICA,

Plaintiff,

v.

TRADER JOE'S COMPANY,

Defendant.

Case No. 3:16-cv-3444
CONSENT DECREE

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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 with
3 this Consent Decree alleging that Defendant Trader Joe’s Company (“Trader Joe’s”) violated
4 Section 608 of the Clean Air Act (“CAA” or the “Act”), 42 U.S.C. § 7671g, and the commercial
5 refrigerant repair and recordkeeping regulations at 40 C.F.R. Part 82, Subpart F, §§ 82.150-
6 82.169 (Recycling and Emissions Reduction);

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

10 WHEREAS, on November 1, 2007, EPA issued an information request (“Information
11 Request”) to Trader Joe’s pursuant to Section 114 of the Act, 42 U.S.C. § 7414, regarding the
12 repair of leaks from commercial refrigeration appliances normally containing more than 50
13 pounds of refrigerant that includes a class I or class II ozone-depleting substance, at 181 stores in
14 California, Arizona, and Nevada;

15 WHEREAS, on January 14, 2008, and February 20, 2008, Trader Joe’s submitted its
16 responses to the Information Request, including approximately 2,100 pages of equipment records;

17 WHEREAS, on December 3, 2008, pursuant to Section 113(a)(3)(B) of the Act, EPA
18 issued an administrative compliance order (“Compliance Order”) in which EPA made findings
19 that Trader Joe’s violated the requirements of the Information Request;

20 WHEREAS, in the Compliance Order EPA ordered Trader Joe’s to fully comply with the
21 Information Request;

22 WHEREAS, on February 9, 2009, February 19, 2009, and April 23, 2009, Trader Joe’s
23 submitted its responses to the Compliance Order, and on May 20, 2011, Trader Joe’s submitted
24 supplemental records, all comprising approximately 15,000 pages of equipment records;

25 WHEREAS, Trader Joe’s does not admit any liability to the United States arising out of
26 the transactions or occurrences alleged in the Complaint;

27 WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds,

1 that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation
2 between the Parties and that this Consent Decree is fair, reasonable, and in the public interest;

3 NOW, THEREFORE, before the taking of any testimony, without the adjudication of or
4 admission of any issue of fact or law except as provided in Section I, and with the consent of the
5 Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

6 **I. JURISDICTION, VENUE, AND NOTICE**

7 1. This Court has jurisdiction over the subject matter of this action and over the
8 Parties pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1331, 1345,
9 and 1355. Venue lies in this district pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b),
10 and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because some of the violations alleged in the
11 Complaint occurred in, and Trader Joe's conducts business in, this judicial district. For purposes
12 of this Decree, or any action to enforce this Decree, Trader Joe's consents to the Court's
13 jurisdiction over this Decree and any such action and over Trader Joe's and consents to venue in
14 this district.

15 2. The United States has given notice of the commencement of this action to the
16 applicable air pollution control agencies as required by Section 113(b) of the Act, 42 U.S.C.
17 § 7413(b).

18 **II. APPLICABILITY**

19 3. The obligations of this Consent Decree apply to and are binding upon the United
20 States, and upon Trader Joe's and any successors, assigns, or other entities or persons otherwise
21 bound by law.

22 4. Trader Joe's shall provide a copy of this Consent Decree, which may be provided
23 electronically, to all officers, employees, and agents of Trader Joe's whose duties might
24 reasonably include compliance with any provision of this Consent Decree, as well as provide any
25 contractors retained to perform work required under this Consent Decree with a copy of the
26 Consent Decree. Defendant shall condition any such contract upon performance of the work in
27 conformity with the terms of this Consent Decree.

1 5. No transfer of ownership or operation of any Store by Defendant, whether in
2 compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its
3 obligation to ensure that the terms of Paragraphs 12 and 13 the Decree are implemented with
4 respect to such Store, nor of Defendant's obligation to comply fully with the Consent Decree with
5 respect to all other Stores. At least 30 Days prior to any transfer of ownership or operation of one
6 or more Stores covered by this Consent Decree from Trader Joe's to another person, Trader Joe's
7 shall provide a copy of this Consent Decree to the proposed transferee. At least 30 Days prior to
8 the transfer, Trader Joe's shall provide written notice of the prospective transfer to the United
9 States in accordance with Section XV of this Decree (Notices), and shall submit to the United
10 States a plan to ensure that the Refrigerant Compliance Management System, or another
11 refrigerant compliance management system approved by EPA, continues to be implemented at all
12 such stores. Any attempt to transfer ownership or operation of a Store from Trader Joe's to
13 another person without complying with this Paragraph constitutes a violation of this Decree. This
14 Section shall not be construed to require written notice to the United States of (1) prospective
15 store closures, (2) prospective terminations of Store leases and/or relocations of Stores, or (3)
16 prospective changes in Store-level staffing and/or management.

17 6. In any action to enforce this Consent Decree, Trader Joe's shall not raise as a
18 defense the failure by any of its officers, directors, employees, agents, or contractors to take any
19 actions necessary to comply with the provisions of this Consent Decree.

20 **III. OBJECTIVES**

21 7. The objectives of this Consent Decree are: (a) to further the goals of ensuring
22 compliance with Subchapter VI of the Act, 42 U.S.C. §§ 7671-7671q, and EPA's commercial
23 refrigerant repair and recordkeeping regulations at 40 C.F.R. Part 82, Subpart F, through the
24 implementation of the injunctive relief set forth in Section VI (Compliance Requirements) by
25 improving Trader Joe's Refrigerant emissions management and recordkeeping systems, and (b) to
26 resolve the civil claims of the United States as provided in Section XIII (Effect of
27 Settlement/Reservation of Rights).

1 **IV. DEFINITIONS**

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

7 a. “Advanced Refrigerants” shall mean any of the following refrigerants: R-
8 744, R-448A, R-449A, R-513A and/or R-450A;

9 b. “Advanced Refrigeration Store” shall mean a New Store or Major Remodel
10 in which all Covered Refrigeration Equipment use one or more of the Advanced Refrigerants;

11 c. “Complaint” shall mean the complaint filed by the United States in this
12 action;

13 d. “Company-Wide Average Leak Rate” for a given calendar year shall mean
14 the total number of pounds of Refrigerant added to all Covered Refrigeration Equipment at all
15 Stores during the period of Trader Joe’s ownership or operation in such calendar year divided by
16 the total Full Charge (in pounds) of all Covered Refrigeration Equipment at all Stores during such
17 calendar year. For purposes of this subparagraph, the “total number of pounds of Refrigerant
18 added to all Covered Refrigeration Equipment” shall not include (i) the initial charge of
19 Refrigerant added to any new Covered Refrigeration Equipment; (ii) where Refrigerant has been
20 recovered from an existing Covered Refrigeration Equipment, the amount of such Refrigerant
21 used to recharge such Covered Refrigeration Equipment, up to the amount of Refrigerant
22 recovered; (iii) the amount of substitutes, including carbon dioxide, in the end uses as set forth in
23 40 C.F.R. § 82.154(a)(1); or (iv) the amount of any Refrigerant added to a Covered Refrigeration
24 Equipment to replace Refrigerant released as the result of an event that is determined by EPA or
25 the Court to constitute a force majeure event under Section X of this Consent Decree (Force
26 Majeure);

27 e. “Consent Decree” or “Decree” shall mean this Decree and all appendices

1 attached hereto (listed in Section XXIV);

2 f. “Covered Refrigeration Equipment” shall mean refrigeration equipment,
3 including any refrigerator, chiller, freezer, or air conditioner, with a Full Charge of 50 pounds or
4 more of Refrigerant;

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

8 h. “Effective Date” shall have the definition provided in Section XVI;

9 i. “EPA” shall mean the United States Environmental Protection Agency and
10 any successor departments or agencies of the United States;

11 j. “Full Charge” shall have the definition provided in 40 C.F.R. § 82.152,
12 except that “refrigerant” shall have the meaning of “Refrigerant” set forth in this Paragraph;

13 k. “GWP Value” of a Refrigerant shall be the global warming potential value
14 published by its manufacturer;

15 l. “Major Remodel” shall mean a Store remodel completed during the three
16 calendar years after the year of the Effective Date of existing retail space occupied by Trader
17 Joe’s with a general contract price of \$1,500,000 or more;

18 m. “New Store” shall mean any Store opened during the three calendar years
19 after the year of the Effective Date. A “New Store” includes any store that is closed and
20 relocated;

21 n. “Paragraph” shall mean a portion of this Decree identified by an Arabic
22 numeral or an upper or lower case letter;

23 o. “Parties” shall mean the United States and Trader Joe’s;

24 p. “Refrigerant” shall mean any substance used as a heat transfer fluid or gas
25 including ozone-depleting substances, and their substitutes found acceptable by EPA’s Significant
26 New Alternatives Policy Program set forth at 40 C.F.R. Part 82, Subpart G. For purposes of this
27 subparagraph, “Refrigerant” shall not include secondary loop fluid, such as propylene glycol, in a

1 secondary loop refrigeration system;

2 q. “Refrigerant Compliance Management System” shall mean the system
3 described in the Refrigerant Compliance Management Plan (attached as Appendix B and
4 incorporated into this Consent Decree) prepared by Trader Joe’s and approved by EPA that is
5 designed to ensure compliance with Subchapter VI of the Act, 42 U.S.C. §§ 7671-7671q, and
6 EPA’s commercial refrigerant repair and recordkeeping regulations at 40 C.F.R. Part 82, Subpart
7 F, by improving Trader Joe’s Refrigerant emissions management and recordkeeping systems.
8 The Refrigerant Compliance Management Plan includes any subsequent amendments or changes
9 to such plan made in accordance with Paragraph 13 of this Consent Decree;

10 r. “Section” shall mean a portion of this Decree identified by a Roman
11 numeral;

12 s. “Store” shall mean any grocery store that contains any Covered
13 Refrigeration Equipment and is owned or operated by Trader Joe’s in the United States (i) as of
14 the date of lodging of this Decree, or (ii) as of the date Trader Joe’s acquires or opens a grocery
15 store following the date of lodging;

16 t. “Store Leak Rate” for a given calendar year shall mean the total number of
17 pounds of Refrigerant added to all Covered Refrigeration Equipment at a Store during the period
18 of Trader Joe’s ownership or operation in such calendar year divided by the total Full Charge (in
19 pounds) of all Covered Refrigeration Equipment at a Store during such calendar year. For
20 purposes of this subparagraph, the “total number of pounds of Refrigerant added to all Covered
21 Refrigeration Equipment” shall not include (i) the initial charge of Refrigerant added to any new
22 Covered Refrigeration Equipment; (ii) where Refrigerant has been recovered from an existing
23 Covered Refrigeration Equipment, the amount of such Refrigerant used to recharge such Covered
24 Refrigeration Equipment, up to the amount of Refrigerant recovered; (iii) the amount of
25 substitutes, including carbon dioxide, in the end uses as set forth in 40 C.F.R. § 82.154(a)(1); or
26 (iv) the amount of any Refrigerant added to a Covered Refrigeration Equipment to replace
27 Refrigerant released as the result of an event that is determined by EPA or the Court to constitute

1 a force majeure event under Section X of this Consent Decree (Force Majeure);

2 u. “Trader Joe’s” shall mean Defendant Trader Joe’s Company; and

3 v. “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, Trader Joe’s shall
7 pay the sum of \$500,000 as civil penalties.

8 10. Defendant shall pay the civil penalty due at <https://www.pay.gov> to the U.S.
9 Department of Justice account, in accordance with instructions provided to Defendant by the
10 Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Northern District
11 of California after the Effective Date. The payment instructions provided by the FLU shall
12 include a Consolidated Debt Collection System (“CDCS”) number, which Defendant shall use to
13 identify all payments required to be made in accordance with this Consent Decree. The FLU will
14 provide the payment instructions to: Kathy Cipolla, Trader Joe’s Company, 800 S. Shamrock
15 Ave., Monrovia, CA 91016 (kcipolla@traderjoes.com), on behalf of Defendant. Defendant may
16 change the individual to receive payment instructions on their behalf by providing written notice
17 of such change to the United States and EPA in accordance with Section XV (Notices). At the
18 time of payment, Defendant shall send notice that payment has been made: (i) to EPA via email at
19 acctsreceivable.cinwd@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 Martin
20 Luther King Drive, Cincinnati, Ohio 45268; (ii) to the United States via email or regular mail in
21 accordance with Section XV; and (iii) to EPA in accordance with Section XV. Such notice shall
22 reference the CDCS Number and DOJ case number 90-5-2-1-10321.

23 11. Trader Joe’s shall not deduct any penalties paid under this Consent Decree
24 pursuant to this Section or Section IX (Stipulated Penalties) in calculating its federal income tax.

25 **VI. COMPLIANCE REQUIREMENTS**

26 **A. Refrigerant Compliance Management System**

27 12. Starting no later than 30 Days after the Effective Date, Trader Joe’s shall

1 implement the Refrigerant Compliance Management System at all Stores owned or operated by
2 Trader Joe's, subject to the provisions of Section G.2 of the Refrigeration Compliance
3 Management Plan, to the extent those provisions provide Trader Joe's with additional time to
4 implement the Quarterly Leak Monitoring Program detailed in the Refrigeration Compliance
5 Management Plan. A violation of the Refrigerant Compliance Management Plan shall be a
6 violation of this Consent Decree.

7 13. Prior to implementing any amendments or changes to its Refrigerant Compliance
8 Management Plan, Trader Joe's shall submit a revised Refrigerant Compliance Management Plan
9 to EPA along with a letter identifying the amendments or changes. Trader Joe's shall implement
10 its amended or changed Refrigerant Compliance Management Plan unless, within 30 days of
11 receiving Trader Joe's submission, EPA notifies Trader Joe's in writing that it declines to approve
12 such amendments or changes and provides written comments. Within 30 days of receiving EPA's
13 written notification, Trader Joe's shall either (i) revise the Refrigerant Compliance Management
14 Plan consistent with EPA's written comments and submit the revised Refrigerant Compliance
15 Management Plan to EPA, (ii) withdraw the submitted proposed amendments or changes to its
16 Refrigerant Compliance Management Plan, or (iii) invoke Dispute Resolution under Section XI of
17 this Consent Decree.

18 **B. Company-Wide Leak Rate Reduction**

19 14. Trader Joe's shall achieve a Company-Wide Average Leak Rate that is at or below
20 12.1 percent for the each of the first, second, and third calendar years after the year of the
21 Effective Date.

22 15. If Trader Joe's fails to achieve a Company-Wide Average Leak Rate that is at or
23 below 12.1 percent for any of the first, second, and third calendar years after the year of the
24 Effective Date in accordance with Paragraph 14, Trader Joe's shall take the following measures:

25 a. Trader Joe's shall pay stipulated penalties pursuant to Section IX of this
26 Consent Decree.

27 b. By March 1 following the calendar year in which Trader Joe's failed to

1 achieve a Company-Wide Average Leak Rate that is at or below 12.1 percent in accordance with
2 Paragraph 14, Trader Joe's shall submit to EPA a proposed Corrective Action Plan for approval
3 pursuant to this Consent Decree. The proposed Corrective Action Plan shall include a description
4 of all actions taken or to be taken to ensure that Trader Joe's achieves a Company-Wide Average
5 Leak Rate that is at or below 12.1 percent for the next calendar year, and, with respect to actions
6 not already completed, the schedule for their implementation. EPA shall, in writing, either
7 approve the proposed Corrective Action Plan or disapprove it and provide written comments.
8 Within 30 Days of receiving EPA's written comments, Trader Joe's shall either (i) revise the
9 Corrective Action Plan consistent with EPA's written comments and submit the revised
10 Corrective Action Plan to EPA for final approval, or (ii) invoke Dispute Resolution under Section
11 XI of this Consent Decree. To the extent the proposed Corrective Action Plan requires action
12 prior to receipt of EPA's approval or disapproval, Trader Joe's shall implement the proposed
13 Corrective Action Plan in accordance with the schedule set forth therein until EPA approves a
14 Corrective Action Plan or a Corrective Action Plan is completed pursuant to Dispute Resolution.

15 c. Upon receipt of EPA's approval of the Corrective Action Plan, or upon
16 completion of the Corrective Action Plan pursuant to Dispute Resolution, Trader Joe's shall
17 implement the Corrective Action Plan in accordance with the schedule set forth therein.

18 d. If Trader Joe's fails to achieve a Company-Wide Average Leak Rate that is
19 at or below 12.1 percent for the third calendar year after the Effective Date, Trader Joe's shall
20 continue to be subject to a Company-Wide Average Leak Rate that is at or below 12.1 percent
21 and shall continue to take the measures set forth in this Paragraph each subsequent year until it
22 achieves a Company-Wide Average Leak Rate that is at or below 12.1 percent for a calendar
23 year.

24 **C. New Stores and Major Remodels**

25 16. Trader Joe's shall ensure that all Covered Refrigeration Equipment in any New
26 Store or Major Remodel use only Refrigerant that a) is non-ozone depleting; b) found acceptable
27 by EPA's Significant New Alternatives Policy Program set forth at 40 C.F.R. Part 82, Subpart G

1 (except for the Stores identified in the next Paragraph); and c) has a GWP Value of less than or
2 equal to 2150.

3 **D. Advanced Refrigeration at New Stores or Major Remodels**

4 17. Trader Joe's shall open (or in the case of a Major Remodel – complete) at least
5 five Advanced Refrigeration Stores each year for three years starting the year of the Effective
6 Date. Trader Joe's shall use only Advanced Refrigerants for each Advanced Refrigeration Store.

7 18. If Trader Joe's does not open or complete five New Stores or Major Remodels
8 respectively, or any combination thereof, in any calendar year among the three years starting the
9 year of the Effective Date, Trader Joe's shall submit, by March 1 of the following year, a plan for
10 EPA approval to provide an equivalent amount of environmental benefit in lieu of installing
11 equipment compatible with and using only one or more of the Advanced Refrigerant(s) identified.
12 Trader Joe's shall implement its plan unless, within 30 days of receiving Trader Joe's submission,
13 EPA notifies Trader Joe's in writing that it declines to approve such plan and provides written
14 comments. Within 30 days of receiving EPA's written notification, Trader Joe's shall either (i)
15 revise the plan consistent with EPA's written comments and submit the revised plan to EPA, or
16 (ii) invoke Dispute Resolution under Section XI of this Consent Decree.

17 **VII. PARTICIPATION IN RECOGNITION PROGRAMS**

18 19. Trader Joe's shall not seek store certification from, or partnership in, any federal or
19 state recognition program designed primarily to reduce the use or release of ozone-depleting
20 substances, including EPA's GreenChill Advanced Refrigeration Partnership, until termination of
21 this Consent Decree. This Paragraph shall not be construed to prohibit Trader Joe's exchange of
22 data or information with or through any such recognition program.

23 **VIII. REPORTING REQUIREMENTS**

24 20. No later than March 1 of each year after the year of the Effective Date, continuing
25 until the Parties have submitted for the Court's approval a joint stipulation terminating the
26 Consent Decree pursuant to Paragraph 73, Trader Joe's shall submit to the United States a
27 Compliance Report that includes the following information for the prior calendar year:

1 a. a list of all Trader Joe's Stores, specially noting all openings, closings, and
2 Major Remodels;

3 b. a list of all Covered Refrigeration Equipment at each Store, which includes
4 manufacturer, model, and year of Covered Refrigeration Equipment, Refrigerant used in such
5 Covered Refrigeration Equipment, and its Full Charge, in pounds;

6 c. beginning with the first calendar year after the year of the Effective Date ,
7 the number of pounds of Refrigerant added to each piece of Covered Refrigeration Equipment
8 and the Store Leak Rate at each Store;

9 d. the Company-Wide Average Leak Rate;

10 e. a description of the Quarterly Leak Monitoring Program implemented
11 pursuant to the Refrigerant Compliance Management Plan;

12 f. a certification that Trader Joe's has complied with the Refrigerant
13 Compliance Management Plan during the prior calendar year, or a description of all incidences of
14 noncompliance with the Refrigerant Compliance Management Plan during the prior calendar year
15 and a certification that Trader Joe's has otherwise complied with the Refrigerant Compliance
16 Management Plan;

17 g. a description of any non-compliance with the requirements of this Consent
18 Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be
19 taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained
20 at the time the Compliance Report is due, Trader Joe's shall so state in the report. Trader Joe's
21 shall investigate the cause of the violation and shall then submit an amendment to the Compliance
22 Report, including a full explanation of the cause of the violation, within 60 Days of the day
23 Trader Joe's becomes aware of the cause of the violation;

24 h. an affirmative statement regarding Trader Joe's compliance or
25 noncompliance with 40 C.F.R. Part 82, Subpart F, at the Stores during the prior calendar year (not
26 required for Trader Joe's initial Compliance Report); and

27 i. beginning with the first calendar year after the year of the Effective Date,

1 the following information regarding Advanced Refrigerants in Covered Refrigeration Equipment
2 at each New Store and store containing a Major Remodel pursuant to Section VI.D: (1) Store
3 location; (2) Refrigerant used; (3) Full Charge; (4) Store Leak Rate; (5) details of where/how
4 leaks occurred; and (6) a brief summary of monthly energy use by such equipment and in
5 comparison to refrigeration systems with similar age, capacity, component efficiencies, and
6 ambient conditions, as evidenced by monthly utility bills.

7 21. Data in each Compliance Report submitted by Trader Joe's under this Section
8 shall be submitted both in hardcopy form along with a courtesy copy in Microsoft Excel or
9 equivalent spreadsheet form. Trader Joe's shall submit each Compliance Report to the United
10 States in hardcopy form along with a courtesy copy in electronic form in accordance with the
11 requirements of Section XV of this Consent Decree. Trader Joe's hardcopy submissions of each
12 hardcopy Compliance Report, including data, will serve as the official copies of Trader Joe's
13 submissions and will be used to determine compliance with the terms of this Consent Decree.

14 22. Each Compliance Report submitted by Trader Joe's under this Section shall be
15 signed by a Trader Joe's official and shall include the following certification:

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

27 23. Whenever any violation of this Consent Decree or any other event affecting Trader
28 Joe's performance under this Decree, or the performance of its Stores, may pose an immediate
29 threat to the public health or welfare or the environment, Trader Joe's shall notify EPA and the
30 National Response Center orally or by electronic or facsimile transmission as soon as possible,
31 but no later than 24 hours after Trader Joe's first knew of the violation or event. This procedure

1 is in addition to the requirements set forth in Paragraphs 20 through 22.

2 24. The reporting requirements of this Consent Decree do not relieve Trader Joe's of
3 any reporting obligations required by the Clean Air Act or implementing regulations, or by any
4 other federal, state, or local law, regulation, permit, or other requirement.

5 25. Any information provided pursuant to this Consent Decree may be used by the
6 United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise
7 permitted by law.

8 26. Trader Joe's may request an extension of the March 1 deadline for submitting a
9 Compliance Report pursuant to this Section, provided that such request is made by January 15 of
10 the same calendar year. The United States may grant or reject the request in its sole unreviewable
11 discretion.

12 **IX. STIPULATED PENALTIES**

13 27. Trader Joe's shall be liable for stipulated penalties to the United States for
14 violations of this Consent Decree as specified below, unless excused under Section X (Force
15 Majeure). A violation includes failing to perform any obligation required by the terms of this
16 Decree, including any work plan or schedule approved under this Decree, according to all
17 applicable requirements of this Decree and within the specified time schedules established by or
18 approved under this Decree.

19 28. Payment of Civil Penalties. If Trader Joe's fails to pay the civil penalties required
20 to be paid under Section V of this Decree (Civil Penalties) when due, Trader Joe's shall pay a
21 stipulated penalty of \$2,500 for each Day that the payment is late.

22 29. Refrigerant Compliance Management System. For each failure to implement the
23 Refrigerant Compliance Management System at a Store as required by Paragraph 12, Trader Joe's
24 shall pay a stipulated penalty of \$500 per violation.

25 30. Company-Wide Average Leak Rate. If Trader Joe's fails to achieve a Company-
26 Wide Average Leak Rate that is at or below 12.1 percent in accordance with Paragraphs 14 and
27 15, Trader Joe's shall pay stipulated penalties as follows:

Company-Wide Average Leak Rate	First year after year of Effective Date	Second year after year of Effective Date	Third year after year of Effective Date	Each subsequent year after year of Effective Date
Greater than 12.1% but equal to or less than 15.0%	\$25,000	\$50,000	\$75,000	\$100,000
Greater than 15.0% but equal to or less than 18.0%	\$50,000	\$75,000	\$100,000	\$125,000
Greater than 18.0%	\$100,000	\$150,000	\$200,000	\$250,000

1 31. Advanced Refrigeration at New Stores and Major Remodels. If, during any of the
2 three years starting the year of the Effective Date, Trader Joe's uses a refrigerant other than an
3 Advanced Refrigerant in any Advanced Refrigeration Store, Trader Joe's shall pay a stipulated
4 penalty of \$1,000 per Advanced Refrigeration Store per Day of such use. Further, if during any
5 of the three years starting the year of the Effective Date, Trader Joe's (i) does not open (or in the
6 case of a Major Remodel – complete) at least five Advanced Refrigeration Stores; and (ii) fails to
7 submit, no later than March 1 of the following year, the plan (or revised plan) outlined in
8 Paragraph 18, Trader Joe's shall pay a stipulated penalty of \$1,000 per Advanced Refrigeration
9 Store per Day, calculated from January 1 of the following year until Trader Joe's opens (or in the
10 case of a Major Remodel – completes) such Advanced Refrigeration Store(s) or submits a plan or
11 revised plan in accordance with Paragraph 18. As an example, if the Effective Date occurs in
12 2016 and, in 2017, Trader Joe's (i) opens or completes only three Advanced Refrigeration Stores;
13 and (ii) does not submit the plan (or revised plan) outlined in Paragraph 18 no later than March 1,
14 2018, Trader Joe's shall pay a stipulated penalty of \$2,000 per Day, calculated from January 1,
15 2018 until such Day that Trader Joe's submits a plan (or revised plan) in accordance with
16 Paragraph 18.

17 32. Reporting Requirements. For each failure to comply with the requirements of
18 Section VIII of this Consent Decree within the specified time schedules established by this
19 Decree, Trader Joe's shall pay a stipulated penalty of \$1,000 per violation per Day unless an
20 extension of the deadline is requested from the EPA in advance of the deadline and EPA grants

1 such request. A Compliance Report that does not meet of the requirements in Paragraphs 20-22 is
2 not considered timely until all of the requirements are met.

3 33. Stipulated penalties under this Section shall begin to accrue on the Day after
4 performance is due or on the Day a violation occurs, whichever is applicable, and shall continue
5 to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated
6 penalties shall accrue simultaneously for separate violations of this Consent Decree.

7 34. Trader Joe's shall pay any stipulated penalty within 30 Days of receiving the
8 United States' written demand.

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

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

13 a. If the dispute is resolved by agreement or by a decision of EPA that is not
14 appealed to the Court, Trader Joe's shall pay accrued penalties determined to be owing, together
15 with interest, to the United States within 30 Days of the effective date of the agreement or the
16 receipt of EPA's decision or order.

17 b. If the dispute is appealed to the Court and the United States prevails in
18 whole or in part, Trader Joe's shall pay all accrued penalties determined by the Court to be owing,
19 together with interest, within 60 Days of receiving the Court's decision or order, except as
20 provided in subparagraph (c), below.

21 c. If any Party appeals the District Court's decision, Trader Joe's shall pay all
22 accrued penalties determined to be owing, together with interest, within 15 Days of receiving the
23 final appellate court decision.

24 37. Trader Joe's shall pay stipulated penalties owing to the United States in the
25 manner set forth and with the confirmation notices required by Paragraph 10, except that the
26 transmittal letter shall state that the payment is for stipulated penalties and shall state for which
27 violation(s) the penalties are being paid.

1 38. If Trader Joe's fails to pay stipulated penalties according to the terms of this
2 Consent Decree, Trader Joe's shall be liable for interest on such penalties, as provided for in
3 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall
4 be construed to limit the United States from seeking any remedy otherwise provided by law for
5 Trader Joe's failure to pay any stipulated penalties.

6 39. Subject to the provisions of Section XIII of this Consent Decree (Effect of
7 Settlement/Reservation of Rights), the stipulated penalties provided for in this Decree shall be in
8 addition to any other rights, remedies, or sanctions available to the United States for Trader Joe's
9 violation of this Decree or applicable law. Where a violation of this Consent Decree is also a
10 violation of Section 608 of the Act or 40 C.F.R. Part 82, Subpart F, Trader Joe's shall be allowed
11 a credit, for any stipulated penalties paid, against any statutory penalties imposed for such
12 violation.

13 **X. FORCE MAJEURE**

14 40. "Force majeure," for purposes of this Consent Decree, is defined as any event
15 arising from causes beyond the control of Trader Joe's, of any entity controlled by Trader Joe's,
16 or of Trader Joe's contractors, that impedes – i.e., delays or prevents – the performance of any
17 obligation under this Consent Decree despite Trader Joe's best efforts to fulfill the obligation.
18 The requirement that Trader Joe's exercise "best efforts to fulfill the obligation" includes using
19 best efforts to anticipate any potential force majeure event and best efforts to address the effects
20 of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any
21 resulting impediment to the greatest extent possible. "Force Majeure" does not include Trader
22 Joe's financial inability to perform any obligation under this Consent Decree.

23 41. If any event occurs or has occurred that may impede the performance of any
24 obligation under this Consent Decree, whether or not caused by a force majeure event, Trader
25 Joe's shall provide notice orally or by electronic or facsimile transmission to EPA, within seven
26 Days of when Trader Joe's first knew that the event might cause an impediment. Within 30 Days
27 thereafter, Trader Joe's shall provide in writing to EPA an explanation and description of the

1 reasons for the impediment; the duration or anticipated duration of the impediment; all actions
2 taken or to be taken to prevent or minimize the impediment; a schedule for implementation of any
3 measures taken or to be taken to prevent or mitigate the impediment or the effect of the
4 impediment; Trader Joe's rationale for attributing such impediment to a force majeure event if it
5 intends to assert such a claim; and a statement as to whether, in the opinion of Trader Joe's, such
6 event may cause or contribute to an endangerment to public health, welfare, or the environment.
7 Trader Joe's shall include with any notice all available documentation supporting the claim that
8 the impediment was attributable to a force majeure. Failure to comply with the above
9 requirements shall preclude Trader Joe's from asserting any claim of force majeure for that event
10 for the period of time of such failure to comply, and for any additional impediment caused by
11 such failure. Trader Joe's shall be deemed to know of any circumstance of which Trader Joe's,
12 any entity controlled by Trader Joe's, or Trader Joe's contractors knew or should have known.

13 42. If EPA agrees that the impediment or anticipated impediment is attributable to a
14 force majeure event, EPA will extend the time for performance of the obligations under this
15 Consent Decree that are affected by the force majeure event for such time as is necessary to
16 complete those obligations and/or reduce or waive stipulated penalties otherwise due under this
17 Decree as a result of Trader Joe's failure to perform such obligations. An extension of the time
18 for performance of the obligations affected by the force majeure event shall not, of itself, extend
19 the time for performance of any other obligation. EPA will notify Trader Joe's in writing of its
20 decision, including the length of any extension for performance of the obligations affected by the
21 force majeure event.

22 43. If EPA does not agree that the impediment or anticipated impediment has been or
23 will be caused by a force majeure event, EPA will notify Trader Joe's in writing of its decision.

24 44. If Trader Joe's elects to invoke the dispute resolution procedures set forth in
25 Section XI (Dispute Resolution), it shall do so no later than 30 Days after receipt of EPA's notice.
26 In any such proceeding, Trader Joe's shall have the burden of demonstrating by a preponderance
27 of the evidence that the impediment or anticipated impediment has been or will be caused by a

1 force majeure event, that the duration of the impediment, or the relief sought was or will be
2 warranted under the circumstances, that best efforts were exercised to avoid and mitigate the
3 effects of the impediment, and that Trader Joe's complied with the requirements of Paragraphs 40
4 and 41, above. If Trader Joe's carries this burden, the impediment at issue shall be deemed not to
5 be a violation by Trader Joe's of the affected obligation of this Consent Decree identified to EPA
6 and the Court.

7 **XI. DISPUTE RESOLUTION**

8 45. Unless otherwise expressly provided for in this Consent Decree, the dispute
9 resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising
10 under or with respect to this Consent Decree. Trader Joe's failure to seek resolution of a dispute
11 under this Section shall preclude Trader Joe's from raising any such issue as a defense to an
12 action by the United States to enforce any obligation of Trader Joe's arising under this Decree.

13 46. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under
14 this Consent Decree shall first be the subject of informal negotiations. The dispute shall be
15 considered to have arisen when Trader Joe's sends the United States a written Notice of Dispute.
16 Such Notice of Dispute shall state clearly the matter in dispute. The period of informal
17 negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is
18 modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations,
19 then the position advanced by the United States shall be considered binding unless, within 30
20 Days after the conclusion of the informal negotiation period, Trader Joe's invokes formal dispute
21 resolution procedures as set forth below.

22 47. Formal Dispute Resolution. Trader Joe's shall invoke formal dispute resolution
23 procedures, within the time period provided in the preceding Paragraph, by serving on the United
24 States a written Statement of Position regarding the matter in dispute. The Statement of Position
25 shall include, but need not be limited to, any factual data, analysis, or opinion supporting Trader
26 Joe's position and any supporting documentation relied upon by Trader Joe's.

27 48. The United States shall serve its Statement of Position within 45 Days of receipt of

1 Trader Joe's Statement of Position. The United States' Statement of Position shall include, but
2 need not be limited to, any factual data, analysis, or opinion supporting that position and any
3 supporting documentation relied upon by the United States. The United States' Statement of
4 Position shall be binding on Trader Joe's, unless Trader Joe's files a motion for judicial review of
5 the dispute in accordance with the following Paragraph.

6 49. Trader Joe's may seek judicial review of the dispute by filing with the Court and
7 serving on the United States, in accordance with Section XV of this Consent Decree (Notices), a
8 motion requesting judicial resolution of the dispute. The motion must be filed within 14 Days of
9 receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The
10 motion shall contain a written statement of Trader Joe's position on the matter in dispute,
11 including any supporting factual data, analysis, opinion, or documentation, and shall set forth the
12 relief requested and any schedule within which the dispute must be resolved for orderly
13 implementation of the Consent Decree.

14 50. The United States shall respond to Trader Joe's motion within the time period
15 allowed by the Local Rules of this Court. Trader Joe's may file a reply memorandum, to the
16 extent permitted by the Local Rules.

17 51. Standard of Review. Except as otherwise provided in this Consent Decree, in any
18 dispute brought under Paragraph 47, Trader Joe's shall bear the burden of demonstrating that its
19 position fulfills the terms, conditions, and requirements and objectives (as set forth in Section III
20 of this Consent Decree) of this Consent Decree and that it is entitled to relief under applicable
21 principles of law. In their initial filings with the Court, under Paragraphs 49 and 50, the Parties
22 shall state their respective positions as to the applicable standard of law for resolving the dispute.

23 52. The invocation of dispute resolution procedures under this Section shall not, by
24 itself, extend, postpone, or affect in any way any obligation of Trader Joe's under this Consent
25 Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with
26 respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but
27 payment shall be stayed pending resolution of the dispute as provided in Paragraph 36. If Trader

1 Joe's does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as
2 provided in Section IX (Stipulated Penalties).

3 **XII. INFORMATION COLLECTION AND RETENTION**

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

- 7 a. monitor the progress of activities required under this Consent Decree;
8 b. verify any data or information submitted to the United States in accordance
9 with the terms of this Consent Decree;
10 c. obtain documentary evidence, including photographs and similar data; and
11 d. assess Trader Joe's compliance with this Consent Decree.

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

20 55. At the conclusion of the information-retention period provided in the preceding
21 Paragraph, Trader Joe's shall notify the United States at least 90 Days prior to the destruction of
22 any documents, records or other information subject to the requirements of the preceding
23 Paragraph and, upon request by the United States, Trader Joe's shall deliver any such documents,
24 records, or other information to EPA. Trader Joe's may assert that certain documents, records, or
25 other information is privileged under the attorney-client privilege or any other privilege
26 recognized by federal law. If Trader Joe's asserts such a privilege, it shall provide the following:
27 (1) the title of the document, record, or information; (2) the date of the document, record, or

1 information; (3) the name and title of each author of the document, record, or information; (4) the
2 name and title of each addressee and recipient; (5) a description of the subject of the document,
3 record, or information; and (6) the privilege asserted by Trader Joe's. However, no documents,
4 records, or other information required to be created or generated under this Consent Decree shall
5 be withheld on grounds of privilege.

6 56. Trader Joe's may also assert that information required to be provided under this
7 Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to
8 any information that Trader Joe's seeks to protect as CBI, Trader Joe's shall follow the
9 procedures set forth in 40 C.F.R. Part 2.

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

15 **XIII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

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

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

25 60. In any subsequent administrative or judicial proceeding initiated by the United
26 States for injunctive relief, civil penalties, other appropriate relief relating to the Stores, Trader
27 Joe's shall not assert, and may not maintain, any defense or claim based upon the principles of

1 waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or
2 other defenses based upon any contention that the claims raised by the United States in the
3 subsequent proceeding were or should have been brought in the instant case, except with respect
4 to claims that have been specifically resolved pursuant to Paragraph 58.

5 61. This Consent Decree is not a permit, or a modification of any permit, under any
6 federal, state, or local laws or regulations. Trader Joe's is responsible for achieving and
7 maintaining complete compliance with all applicable federal, state, and local laws, regulations,
8 and permits; and Trader Joe's compliance with this Consent Decree shall be no defense to any
9 action commenced pursuant to any such laws, regulations, or permits, except as set forth herein.
10 The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in
11 any manner that Trader Joe's compliance with any aspect of this Consent Decree will result in
12 compliance with provisions of the Act, 42 U.S.C. § 7401 *et seq.*, or with any other provisions of
13 federal, state, or local laws, regulations, or permits.

14 62. This Consent Decree does not limit or affect the rights of Trader Joe's or of the
15 United States against any third parties, not party to this Consent Decree, nor does it limit the
16 rights of third parties, not party to this Consent Decree, against Trader Joe's, except as otherwise
17 provided by law.

18 63. This Consent Decree shall not be construed to create rights in, or grant any cause
19 of action to, any third party not party to this Consent Decree.

20 **XIV. COSTS**

21 64. The Parties shall bear their own costs of this action, including attorney's fees,
22 except that the United States shall be entitled to collect the costs (including attorney's fees)
23 incurred in any judicial enforcement action necessary to collect any portion of the civil penalties
24 or any stipulated penalties due but not paid by Trader Joe's.

25 **XV. NOTICES**

26 65. Unless otherwise specified herein, whenever notifications, submissions, or
27 communications are required by this Consent Decree, they shall be made in writing and addressed

1 as follows:

2 As to the United States by email:

3 Eescdcopy.enrd@usdoj.gov
4 Re: DJ # 90-5-2-1-10321

5
6 As to the United States by mail:

7
8 EES Case Management Unit
9 Environment and Natural Resources Division
10 U.S. Department of Justice
11 P.O. Box 7611
12 Washington, DC 20044-7611
13 Re: DOJ No. 90-5-2-1-10321

14 and

15 Brian Riedel (riedel.brian@epa.gov)
16 Andrew Chew (chew.andrew@epa.gov)
17 U.S. Environmental Protection Agency
18 Region IX
19 75 Hawthorne Street
20 San Francisco, CA 94105

21 As to EPA:

22 Brian Riedel (riedel.brian@epa.gov)
23 Andrew Chew (chew.andrew@epa.gov)
24 U.S. Environmental Protection Agency
25 Region IX
26 75 Hawthorne Street
27 San Francisco, CA 94105

28 As to Trader Joe's:

29 Kathryn Cahan (kcahan@traderjoes.com)
30 Senior Vice President, General Counsel
31 Trader Joe's Company
32 800 South Shamrock Ave.
33 Monrovia, CA 91016

34 and

35 Dawn Sestito (dsestito@omm.com)
36 O'Melveny & Myers LLP
37 400 S. Hope St.
38 Los Angeles, CA 90071

39 66. Any Party may, by written notice to the other Parties, change its designated notice

1 recipient or notice address provided in Paragraph 65 of this Consent Decree.

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

5 **XVI. EFFECTIVE DATE**

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

9 **XVII. RETENTION OF JURISDICTION**

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

14 **XVIII. MODIFICATION**

15 70. The terms of this Consent Decree, including any attached appendices, may be
16 modified only by a subsequent written agreement signed by the Parties. Where the modification
17 constitutes a material change to this Decree, it shall be effective only upon approval by the 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. No sooner than three years after the Effective Date, after Trader Joe's has
25 completed the requirements of Section VI (Compliance Requirements) of this Consent Decree,
26 has complied with all other requirements of this Decree, and has paid the civil penalties and any
27 accrued stipulated penalties as required by this Decree, Trader Joe's may serve upon the United

1 States a Request for Termination, stating that Trader Joe's has satisfied those requirements,
2 together with all necessary supporting documentation.

3 73. Following receipt by the United States of Trader Joe's Request for Termination,
4 the Parties shall confer informally concerning the Request and any disagreement that the Parties
5 may have as to whether Trader Joe's has satisfactorily complied with the requirements for
6 termination of this Consent Decree. If the United States agrees that the Consent Decree may be
7 terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the
8 Decree.

9 74. If the United States does not agree that the Consent Decree may be terminated,
10 Trader Joe's may invoke Dispute Resolution under Section XI of this Decree. However, Trader
11 Joe's shall not seek Dispute Resolution of any dispute regarding termination, under Paragraph 47
12 of Section XI, until 60 Days after service of its Request for Termination.

13 **XX. PUBLIC PARTICIPATION**

14 75. This Consent Decree shall be lodged with the Court for a period of not less than 30
15 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States
16 reserves the right to withdraw or withhold its consent if the comments regarding the Consent
17 Decree disclose facts or considerations indicating that the Consent Decree is inappropriate,
18 improper, or inadequate. Trader Joe's consents to entry of this Consent Decree without further
19 notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to
20 challenge any provision of the Decree, unless the United States has notified Trader Joe's in
21 writing that it no longer supports entry of the Decree.

22 **XXI. SIGNATORIES/SERVICE**

23 76. Each undersigned representative of Trader Joe's and the Assistant Attorney
24 General for the Environment and Natural Resources Division of the Department of Justice
25 certifies that he or she is fully authorized to enter into the terms and conditions of this Consent
26 Decree and to execute and legally bind the Party he or she represents to this document.

27 77. This Consent Decree may be signed in counterparts, and its validity shall not be

1 challenged on that basis. Trader Joe’s agrees to accept service of process by mail with respect to
2 all matters arising under or relating to this Consent Decree and to waive the formal service
3 requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable
4 Local Rules of this Court including, but not limited to, service of a summons.

5 **XXII. INTEGRATION**

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

13 **XXIII. FINAL JUDGMENT**

14 79. Upon approval and entry of this Consent Decree by the Court, this Consent Decree
15 shall constitute a final judgment of the Court as to the United States and Trader Joe’s.

16 **XXIV. APPENDICES**

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

20 Dated and entered this _____ day of _____, 2016.


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United States District Judge
Northern District of California


1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v.
2 Trader Joe's Company (N.D. Cal.):

3 FOR PLAINTIFF UNITED STATES OF AMERICA:

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JOHN C. CRUDEN
Assistant Attorney General
Environment and Natural Resources Division

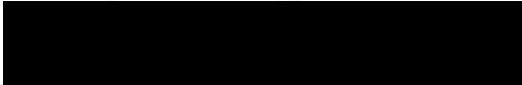


STEVEN D. ELLIS
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
(202) 514-3163 (voice)
steven.ellis@usdoj.gov

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v.
2 Trader Joe's Company (N.D. Cal.):

3 FOR PLAINTIFF UNITED STATES OF AMERICA:

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SUSAN SHINKMAN
Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v.
2 Trader Joe's Company (N.D. Cal.):

3 FOR PLAINTIFF UNITED STATES OF AMERICA:

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ALEXIS STRAUSS
Acting Regional Administrator
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105



BRIAN P. RIEDEL
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v.
2 Trader Joe's Company (N.D. Cal.):

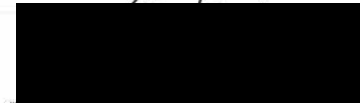
3 FOR DEFENDANT TRADER JOE'S COMPANY:

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KATHRYN CAHAM
Senior Vice President, General Counsel
Trader Joe's Company
800 South Shamrock Ave.
Monrovia, CA 91016

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



DAWN SESTITO
O'Melveny & Myers, LLP
400 S. Hope St.
Los Angeles, CA 90071

Appendix A to Consent Decree, United States of America v. Trader Joe's Company
List of Trader Joe's Stores

Store	Street Address	City, State, Zip	State
3	44-250 Town Center Way, Suite C6	Palm Desert, CA 92260	CA
6	3212 Pico Blvd.	Santa Monica, CA 90405	CA
7	10850 National Blvd.	W. Los Angeles, CA 90064	CA
8	5376 N. Blackstone	Fresno, CA 93710	CA
9	3250 Dale Road	Modesto, CA 95356	CA
11	2500 E. Imperial Hwy. Suite 177	Brea, CA 92821	CA
13	26517 Bouquet Canyon Road	Santa Clarita, CA 91350	CA
14	8200-C 21 Stockdale Hwy.	Bakersfield, CA 93311	CA
15	6225 Riverside Plaza	Riverside, CA 92506	CA
16	638 Camino DeLosMares, Sp.#115-G	San Clemente, CA 92673	CA
17	2738 Hyperion Ave.	Los Angeles, CA 90027	CA
18	613 Mission Street	S. Pasadena, CA 91030	CA
19	401 Bay Street	San Francisco, CA 94133	CA
20	8657 Villa LaJolla Drive #210	LaJolla, CA 92037	CA
21	1640 Garnet Avenue	San Diego, CA 92109	CA
22	2570 Vista Way	Oceanside, CA 92054	CA
23	11955 Carmel Mtn. Rd. #702	San Diego, CA 92128	CA
24	5495 Grossmont Center Dr.	LaMesa, CA 91942	CA
25	115 N. El Camino Real, Suite A	Encinitas, CA 92024	CA
26	1090 University Ste. G100-107	San Diego, CA 92103	CA
27	30652 Santa Margarita Pkwy. Suite F102	Rcho Santa Margarita, CA 92688	CA
28	856 Arrow Hwy. "C" Target Center	San Dimas, CA 91773	CA
29	2545 Pacific Coast Highway	Torrance, CA 90505	CA
30	2975-A Cochran St.	Simi Valley, CA 93065	CA
31	263 S. La Brea	Los Angeles, CA 90036	CA
32	7260 N. Rosemead Blvd.	San Gabriel, CA 91775	CA
33	8645 S. Sepulveda	Westchester, CA 90045	CA
34	1821 Manhattan Beach. Blvd.	Manhattan Bch., CA 90266	CA
35	640 W. 17th Street	Costa Mesa, CA 92627	CA
36	9290 Culver Blvd.	Culver City, CA 90232	CA
37	14443 Culver Drive	Irvine, CA 92604	CA
38	1761 S. Elena Avenue	Redondo Bch., CA 90277	CA
39	24321 Avenida De La Carlota	Laguna Hills, CA 92653	CA
41	3977 Higuera Street	San Luis Obispo, CA 93401	CA
42	475 Foothill Blvd.	La Canada, CA 91011	CA
43	6451 E. Pacific Coast Hwy.	Long Beach, CA 90803	CA
44	11114 Balboa Blvd.	Granada Hills, CA 91344	CA
45	1795 S. Victoria Avenue	Ventura, CA 93003	CA
46	2114 N. Tustin St.	Orange, CA 92865	CA
47	18681-101 Main Street	Huntington Bch., CA 92648	CA
48	15025 E. Whittier Blvd.	Whittier, CA 90603	CA
49	14119 Riverside Drive	Sherman Oaks, CA 91423	CA
50	6751 Fallbrook Ave.	West Hills, CA 91307	CA
51	610 S. Arroyo Parkway	Pasadena, CA 91105	CA
52	2462 Honolulu Ave.	Montrose, CA 91020	CA
53	103 East Glenoaks Blvd.	Glendale, CA 91207	CA
54	10130 Riverside Drive	Toluca Lake, CA 91602	CA
55	1566 Colorado Blvd.	Eagle Rock, CA 90041	CA
56	17640 Burbank Blvd.	Encino, CA 91316	CA
57	28901 S. Western Ave. #243	Rcho Palos Verdes, CA 90275	CA
58	3835 E. Thousand Oaks Blvd.	Westlake Village, CA 91362	CA

59	29 S. Milpas Street	Santa Barbara, CA 93103	CA
60	1150 Concord Ave.	Concord, CA 94520	CA
61	337 Third Street	San Rafael, CA 94901	CA
62	5269 Prospect	San Jose, CA 95129	CA
63	5353 Almaden Expressway #J-38	San Jose, CA 95118	CA
64	3555 Clares Street #D	Capitola, CA 95010	CA
65	85 Railroad Ave.	Danville, CA 94526	CA
66	4040 Pimlico #150	Pleasanton, CA 94588	CA
67	1820-22 S. Grant Street	San Mateo, CA 94402	CA
68	316 West El Camino Real	Sunnyvale, CA 94087	CA
69	720 Menlo Avenue	Menlo Park, CA 94025	CA
70	2625 Marconi Avenue	Sacramento, CA 95821	CA
71	5309 Sunrise Blvd.	Fair Oaks, CA 95628	CA
72	5700 Christie Avenue	Emeryville, CA 94608	CA
73	1875 Bascom Avenue	Campbell, CA 95008	CA
74	417 Westlake Center	Daly City, CA 94015	CA
75	3225 Cleveland Avenue	Santa Rosa, CA 95403	CA
76	6535 Pacific Avenue	Stockton, CA 95207	CA
77	39324 Argonaut Way	Fremont, CA 94538	CA
78	555 9th Street	San Francisco, CA 94103	CA
79	1170 Forest Avenue	Pacific Grove, CA 93950	CA
80	1117 Roseville Square	Roseville, CA 95678	CA
81	590 Showers Dr.	Mountain View, CA 94040	CA
82	5035 S. McCarran Blvd.	Reno, NV 89502	NV
83	785 Oak Grove Road	Concord, CA 94518	CA
84	22224 Redwood Road	Castro Valley, CA 94546	CA
85	7720 West Bell Road	Glendale, AZ 85308	AZ
86	7575 West Washington, Suite 117	Las Vegas, NV 89128	NV
87	7555 E. Frank Lloyd Wright	N. Scottsdale, AZ 85260	AZ
88	4766 East Grant Road	Tucson, AZ 85712	AZ
89	2050 East Baseline Rd.	Mesa, AZ 85204	AZ
90	4821 N. 20th Street	Phoenix, AZ 85016	AZ
92	14095 West Grand Ave.	Surprise, AZ 85374	AZ
93	6460 S. McClintock Drive	Tempe, AZ 85283	AZ
94	6202 N. Scottsdale Road	Scottsdale, AZ 85253	AZ
95	1101 N. Wilmot Rd. Suite #147	Tucson, AZ 85712	AZ
96	7912 N. Oracle	Oro Valley, AZ 85704	AZ
97	2716 North Green Valley Parkway	Henderson, NV 89014	NV
98	2101 S. Decatur Blvd., Suite 25	Las Vegas, NV 89102	NV
99	552 Orange Street Plaza	Redlands, CA 92374	CA
100	3 Masonic Avenue	San Francisco, CA 94118	CA
101	1350 Gateway Blvd., Suite A1-A7	Fairfield, CA 94533	CA
102	40665 Winchester Road, Bldg. B, Suite 4-6	Temecula, CA 92591	CA
103	32351 Street of the Golden Lantern	Laguna Niguel, CA 92677	CA
104	12861 Towne Center Drive	Cerritos, CA 90703	CA
105	1885 So. Centre City Pkwy., Unit "A"	Escondido, CA 92025	CA
106	1800 Rosecrans Blvd.	Manhattan Beach, CA 90266	CA
107	169 North McDowell Blvd.	Petaluma, CA 94954	CA
108	225 El Cerrito Plaza	El Cerrito, CA 94530	CA
109	2217 South Shore Center	Alameda, CA 94501	CA
110	5767 Calle Real	Goleta, CA 93117	CA
111	4225 Campus Dr.	Irvine, CA 92612	CA

112	604 W. Huntington Dr.	Monrovia, CA 91016	CA
113	3329 South Bristol Street	Santa Ana, CA 92704	CA
114	363 Carmen Drive	Camarillo, CA 93010	CA
115	3649 Mt. Diablo Blvd.	Lafayette, CA 94549	CA
116	4121 Atlantic Ave.	Bixby Knolls, CA 90807	CA
117	955 Rancho Parkway	Arroyo Grande, CA 93420	CA
118	67-720 East Palm Cyn.	Cathedral City, CA 92234	CA
119	3456 S. Sepulveda Blvd.	West Los Angeles, CA 90034	CA
120	878 Eastlake Parkway, Suite 810	Chula Vista, CA 91914	CA
121	19720 Hawthorne Blvd.	Torrance, CA 90503	CA
122	11976 Ventura Blvd.	Studio City, CA 91604	CA
123	1372 So. California Blvd.	Walnut Creek, CA 94596	CA
124	214 East Alameda	Burbank, CA 91502	CA
125	8086 East Coast Highway	Newport Beach, CA 92657	CA
126	25410 Marguerite Parkway	Mission Viejo, CA 92692	CA
127	2310 Homestead Rd.	Los Altos, CA 94024	CA
128	3654 Bel Aire Plaza	Napa, CA 94558	CA
129	19500 Highway 99, Suite-100	Lynnwood, WA 98036	WA
130	1700 Madison St.	Seattle, WA 98122	WA
131	15563 NE 24th Street	Bellevue, WA 98007	WA
132	12632 120th Avenue N. E.	Kirkland, WA 98034	WA
133	15868 1st. Avenue South	Burien, WA 98148	WA
134	1758 South 320th Street	Federal Way, WA 98003	WA
135	1916 Queen Anne Blvd. N	Seattle, WA 98109	WA
136	305 SE Chkalov Drive #B1	Vancouver, WA 98683	WA
137	4555 Roosevelt Way NE	Seattle, WA 98105	WA
138	975 NW Gilman Blvd., Suite A	Issaquah, WA 98027	WA
139	811 S.E. Everett Mall Way	Everett, WA 98208	WA
140	15932 Redmond Way	Redmond, WA 98052	WA
141	11753 S. W. Beaverton Hillsdale Hwy.	Beaverton, OR 97005	OR
142	15391 S. W. Bangy Rd.	LK Oswego, OR 97035	OR
143	4715 S. E. Cesar Chavez Blvd.	Portland, OR 97202	OR
144	4121 NE Halsey St.	Portland, OR 97232	OR
145	85 Oakway Center	Eugene, OR 97401	OR
146	2122 N.W. Glisan	Portland, OR 97210	OR
147	4609 14th Ave. NW	Seattle, WA 98107	WA
148	3800 Bridgeport Way West	University Place, WA 98466	WA
149	2285 NW 185th Avenue	Hillsboro, OR 97124	OR
150	63455 N. Highway 97, Suite 4	Bend, OR 97701	OR
151	2410 James St.	Bellingham, WA 98225	WA
152	9345 S E 82nd Ave.	Clackamas, OR 97086	OR
153	4450 Commercial Street SE	Salem, OR 97302	OR
154	1550 NW 9th Street #102	Corvallis, OR 97330	OR
155	55 Rossanley Drive	Medford, OR 97501	OR
156	1530 Black Lake Blvd., Suite A102	Olympia, WA 98502	WA
157	4545 Fauntleroy Way SW	West Seattle, WA 98126	WA
158	9991 Mickelberry Rd., Ste 101	Silverdale, WA 98383	WA
159	2975 E. 29th Ave.	Spokane, WA 99223	WA
160	490 228th NE Ave.	Sammamish, WA 98074	WA
163	12968 Kent Kangley Road	Kent, WA 98030	WA
165	530 W. Cordova Road	Santa Fe, NM 87505	NM
166	8928 Holly Ave. NE	Albuquerque, NM 87122	NM

167	2200 Uptown Loop NE	Albuquerque, NM 87110	NM
170	765 Broadway	Millbrae, CA 94030	CA
171	467 Rosemead Blvd.	Pasadena, CA 91107	CA
172	850 East Bidwell	Folsom, CA 95630	CA
173	8611 Santa Monica Blvd.	West Hollywood, CA 90069	CA
174	1482 El Camino Real	San Carlos, CA 94070	CA
175	5000 Folsom Blvd.	Sacramento, CA 95819	CA
176	19655 Yorba Linda Blvd.	Yorba Linda, CA 92886	CA
177	4025 E. Chandler Blvd., Ste. 38	Ahwatukee, AZ 85048	AZ
178	2100 Santa Rosa Ave.	Santa Rosa, CA 95407	CA
179	345 South Lake Ave.	Pasadena, CA 91101	CA
180	1077 N. Willow, Suite 101	Clovis, CA 93611	CA
181	15466 Los Gatos Blvd.	Los Gatos, CA 95032	CA
182	885 Russell Blvd.	Davis, CA 95616	CA
183	3025 De la Vina	Santa Barbara, CA 93105	CA
184	10330 Mason Ave.	Chatsworth, CA 91311	CA
185	39507 10th Street West	Palmdale, CA 93551	CA
186	1885 University Ave.	Berkeley, CA 94703	CA
187	301 McLellan Dr.	So. San Francisco, CA 94080	CA
188	2401 Truxtun Road, Suite 100	Point Loma, CA 92106	CA
189	46-400 Washington Street	La Quinta, CA 92253	CA
190	9670 Bruceville Road	Elk Grove, CA 95757	CA
191	4209 N. Campbell Ave.	Tucson, AZ 85719	AZ
192	8000 Sunset Blvd., Suite C120	Los Angeles, CA 90046	CA
193	700 Front Street	Santa Cruz, CA 95060	CA
194	2222 N. Bellflower Blvd.	Long Beach, CA 90815	CA
195	26541 Aliso Creek Rd.	Aliso Viejo, CA 92656	CA
196	451 Avenida De Los Arboles	Thousand Oaks, CA 91360	CA
197	12932 Newport Avenue	Tustin, CA 92780	CA
198	7514 Redwood Blvd.	Novato, CA 94945	CA
199	801 East Ave., Suite #110	Chico, CA 95926	CA
200	1095 Hyde	San Francisco, CA 94109	CA
201	5451 Lone Tree Way	Brentwood, CA 94513	CA
202	17035 Laurel Road	Morgan Hill, CA 95037	CA
203	3250 Lakeshore Ave.	Oakland, CA 94610	CA
204	570 Munras Ave., Suite 20	Monterey, CA 93940	CA
206	1600 Vine St.	Los Angeles, CA 90028	CA
207	855 El Camino Real, Bldg 6/Ste 140	Palo Alto, CA 94301	CA
208	1122 A East Stanley Blvd.	Livermore, CA 94550	CA
209	21055 Ventura Blvd.	Woodland Hills, CA 91364	CA
210	6222 Irvine Blvd.	Irvine, CA 92620	CA
211	1111 Rossi Road	Templeton, CA 93465	CA
212	635 Coleman Ave.	San Jose, CA 95110	CA
213	2790 Cabot Drive, Suite 165	Corona, CA 92883	CA
214	475 W. Foothill Blvd.	Claremont, CA 91711	CA
215	11755 W. Olympic Blvd.	Los Angeles, CA 90064	CA
216	13911 Peyton Drive	Chino Hills, CA 91709	CA
217	6401 Haven Ave.	Rancho Cucamonga, CA 91737	CA
218	103 S. Mills Road, Suite 104	Ventura, CA 93003	CA
219	845 Browning Street	Redding, CA 96003	CA
220	2629 Gateway Rd.	Carlsbad, CA 92009	CA
221	9850 Hibert Street	San Diego, CA 92131	CA

222	1072 Camino Del Rio North	San Diego, CA 92108	CA
223	13480 Highlands Place	San Diego, CA 92130	CA
230	2742 Pinole Valley Road	Pinole, CA 94564	CA
231	5727 College Ave.	Oakland, CA 94618	CA
232	7250 Bollinger Rd.	San Jose, CA 95129	CA
233	31176 Hawthorne Blvd.	Rcho Palos Verdes, CA 90275	CA
234	1000 Glendon Ave.	Los Angeles, CA 90024	CA
235	2052 Redwood Highway	Greenbrae, CA 94904	CA
236	265 Winston Dr.	San Francisco, CA 94132	CA
237	8500 Burton Way, Suite 100	Los Angeles, CA 90048	CA
239	1303 S. Bradley Rd.	Santa Maria, CA 93454	CA
240	175 South Fairfax Ave., Ste. E	Los Angeles, CA 90036	CA
241	21431 Brookhurst St.	Huntington Beach, CA 92646	CA
243	125 N. Reino Road	Newbury Park, CA 91320	CA
244	16821 Algonquin Street	Huntington Beach, CA 92649	CA
245	45 W. Hillsdale Blvd.	San Mateo, CA 94403	CA
247	28941 Canwood St.	Agoura Hills, CA 91301	CA
270	1201 N. 175th Street	Shoreline, WA 98133	WA
280	10345 S. Eastern Ave., Suite #180	Henderson, NV 89052	NV
281	3790 US Highway 395 S, Suite 401	Carson City, NV 89705	NV
282	4726 East Shea Blvd.	Phoenix, AZ 85028	AZ
283	252 Lee Blvd.	Prescott, AZ 86303	AZ
284	2315 Summa Dr., Suite 100	Las Vegas, NV 89135	NV
300/310	750 North Colorado Blvd.	Denver, CO 80206	CO
	790 North Colorado Blvd.	Denver, CO 80206	CO
301	1906 28th Street	Boulder, CO 80301	CO
302	661 Logan Street	Denver, CO 80203	CO
303	5910 S. University Blvd., Suite E1	Greenwood Village, CO 80121	CO
304	3500 S. College Ave., Suite 110	Fort Collins, CO 80525	CO
305	5342 North Nevada Ave.	Colorado Springs, CO 80918	CO
306	8055 W. Bowles Ave., Unit 3A	Littleton, CO 80120	CO
350	634 East 400 South	Salt Lake City, UT 84102	UT
351	6989 S. 1300 East	Cottonwood Heights, UT 84047	UT
360	300 S. Capitol Blvd.	Boise, ID 83702	ID
400	4525 Cole Ave., Suite #100	Dallas, TX 75205	TX
401	7939 Walnut Hill Lane, Bldg. A	Dallas, TX 75230	TX
402	2400 Preston Rd.	Plano, TX 75093	TX
403	2001 Grennville Ave.	Dallas, TX 75206	TX
404	2701 S. Hulen St.	Fort Worth, TX 76109	TX
405	5550 W. Lovers Lane Ste. 168	Dallas, TX 75209	TX
406	1492 E. Southlake Blvd.	Southlake, TX 76092	TX
407	14856 Preston Road, Suite 200	Dallas, TX 75254	TX
408	2851 Craig Drive, Suite 100	McKinney, TX 75070	TX
426	2922 S. Shepherd Dr.	Houston, TX 77098	TX
427	1440 South Voss Rd.	Houston, TX 77057	TX
428	10868 Kuykendahl Rd.	The Woodlands, TX 77381	TX
429	2717 Commercial Center Blvd.	Katy, TX 77494	TX
451	350 E. Basse Road	San Antonio, TX 78209	TX
452	211 Walter Seaholm Drive	Austin, TX 78701	TX
453	2805 Bees Cave Rd., Suite #400	Austin, TX 78746	TX
454	9722 Great Hills Trail, Suite #200	Austin, TX 78759	TX
455	403 N. Loop 1604 W.	San Antonio, TX 78232	TX

460	3702 South Peoria	Tulsa, OK 74105	OK
501	1317 Beacon Street	Brookline, MA 02446	MA
502	748 Memorial Drive	Cambridge, MA 02139	MA
503	659 Worcester Road	Framingham, MA 01701	MA
504	958 Highland Avenue	Needham Hts, MA 02494	MA
505	1427 Massachusetts Ave.	Arlington, MA 02476	MA
506	358 Broadway, Unit B	Saugus, MA 01906	MA
507	262 Daniel Webster Hwy.	Nashua, NH 03060	NH
508	77D Boston Turnpike	Shrewsbury, MA 01545	MA
509	1121 Washington St.	West Newton, MA 02465	MA
510	899 Boylston Street	Boston, MA 02115	MA
511	145 Great Road	Acton, MA 01720	MA
512	375 Russell Street	Hadley, MA 01035	MA
513	1775 Washington Street	Hanover, MA 02339	MA
514	Christmas Tree Promenade, 655 Route 132, Unit 4-A	Hyannis, MA 02601	MA
515	51 Middlesex Turnpike	Burlington, MA 01803	MA
516	300 Andover Street, Suite 15	Peabody, MA 01960	MA
517	211 Alewife Brook Parkway	Cambridge, MA 02138	MA
518	1000 Bald Hill Road	Warwick, RI 02886	RI
519	87 Marginal Way	Portland, ME 04101	ME
520	45 Gosling Road	Newington, NH 03801	NH
521	400 Post Road East	Westport, CT 06880	CT
522	436 Boston Post Rd.	Darien, CT 06820	CT
523	2258 Black Rock Turnpike	Fairfield, CT 06825	CT
524	560 Boston Post Road	Orange, CT 06477	CT
525	113 Mill Plain Rd.	Danbury, CT 06811	CT
526	1489 New Britain Ave.	West Hartford, CT 06110	CT
527	200 Dorset St.	South Burlington, VT 05403	VT
528	350 Patriot Place	Foxborough, MA 02035	MA
529	1041 High Ridge Road	Stamford, CT 06905	CT
530	5 Essington Drive	Hingham, MA 02043	MA
532	1260 Boston Post Road	Larchmont, NY 10538	NY
533	215 North Central Avenue	Hartsdale, NY 10530	NY
534	3349 Monroe Ave.	Rochester, NY 14618	NY
535	79 Wolf Rd., Ste. 100	Colonie, NY 12205	NY
536	1565 Niagara Falls Blvd., Suite 100	Amherst, NY 14228	NY
537	3440 Erie Boulevard East	Dewitt, NY 13214	NY
540/541	142 E. 14th St.	New York, NY 10003	NY
	138 E. 14th St.	New York, NY 10003	NY
542	2073 Broadway	New York, NY 10023	NY
543	675 6th Avenue	New York, NY 10010	NY
550	910 Old Country Road	Garden City, NY 11530	NY
552	3418 Long Beach Rd.	Oceanside, NY 11572	NY
553	1714 Merrick Road	Merrick, NY 11566	NY
554	1280 West Broadway	Hewlett, NY 11557	NY
555	425 S. Oyster Bay Rd.	Plainview, NY 11803	NY
556	2085 Smith Haven Plaza	Lake Grove, NY 11755	NY
557	90-30 Metropolitan Ave.	Rego Park, NY 11374	NY
558	130 Court Street	Brooklyn, NY 11201	NY
559	2385 Richmond Ave.	Staten Island, NY 10314	NY
601	155 Elm St.	Westfield, NJ 07090	NJ
602	20 Irvington Street	Westwood, NJ 07675	NJ

603	1172 Hamburg Turnpike	Wayne, NJ 07470	NJ
604	176 Columbia Turnpike	Florham Park, NJ 07932	NJ
605	404 Rt. 17 North	Paramus, NJ 07652	NJ
606	715 River Road	Edgewater, NJ 07020	NJ
607	3528 US Route 1 (Brunswick Pike)	Princeton, NJ 08540	NJ
608	1031 Broad Street	Shrewsbury, NJ 07702	NJ
609	187 Millburn Ave.	Millburn, NJ 07041	NJ
610	259 Allwood Road	Clifton, NJ 07012	NJ
624	9020 Covenant Ave.	Pittsburgh, PA 15237	PA
625/628	4600 Shelbyville Rd., Ste. 112	Louisville, KY 40207	KY
	4600 Shelbyville Rd., Ste. 111	Louisville, KY 40207	KY
626/627	2320 Nicholasville Road	Lexington, KY 40503	KY
	2326 Nicholasville Road	Lexington, KY 40503	KY
629	243 Patriot Lane	State College, PA 16803	PA
630	1630 Washington Rd., Ste. 1	Pittsburgh, PA 15241	PA
631	300 P Route 73 South	Marlton, NJ 08053	NJ
633	933 Old York Road	Jenkintown, PA 19046	PA
634	2121 Market Street	Philadelphia, PA 19103	PA
635	112 Coulter Avenue	Ardmore, PA 19003	PA
636	5605 Concord Pike	Wilmington, DE 19803	DE
637	12 East State Street	Media, PA 19063	PA
638	6343 Penn Ave.	Pittsburgh, PA 15206	PA
639	1460 Bethlehem Pike	North Wales, PA 19454	PA
640	1109 N. Highland St.	Arlington, VA 22201	VA
641	7514 Leesburg Turnpike	Falls Church, VA 22043	VA
642	12268-H Rockville Pike	Rockville, MD 20852	MD
643	9464 Main Street	Fairfax, VA 22031	VA
644	5847 Leesburg Pike	Bailey's Crossroads, VA 22041	VA
645	6831 Wisconsin Avenue	Bethesda, MD 20815	MD
646	11958 Killingsworth Ave.	Reston, VA 20194	VA
647	612 N. Saint Asaph Street	Alexandria, VA 22314	VA
648	18270 Contour Rd.	Gaithersburg, MD 20877	MD
649	1 E. Joppa Rd.	Towson, MD 21286	MD
650	160 F Jennifer Road	Annapolis, MD 21401	MD
651	6394 Springfield Plaza	Springfield, VA 22150	VA
652	10741 Columbia Pike	Silver Spring, MD 20901	MD
653	1101 25th Street NW	Washington, DC 20037	DC
654	14100 Lee Highway	Centreville, VA 20120	VA
655	1809 Reisterstown Road, Suite #121	Pikesville, MD 21208	MD
656	12551 Jefferson Ave., Suite #179	Newport News, VA 23602	VA
657	5000 Settler's Market Blvd.	Williamsburg, VA 23188	VA
658	6610 Marie Curie Dr.	Elkridge, MD 21075	MD
659	11331 West Broad Street, Suite 161	Glen Allen, VA 23060	VA
660	503 Hilltop Plaza	Virginia Beach, VA 23454	VA
661	2025 Bond Street	Charlottesville, VA 22901	VA
662	1914 14th Street NW	Washington, DC 20009	DC
663	8001 Kingston Pike	Knoxville, TN 37919	TN
664	3909 Hillsboro Pike	Nashville, TN 37215	TN
665	17028 Kercheval Avenue	Grosse Pointe, MI 48230	MI
667	20490 Haggerty Road	Northville, MI 48167	MI
668	3044 Walton Blvd.	Rochester Hills, MI 48309	MI
669	7788 Montgomery Road	Cincinnati, OH 45236	OH

670	2902 West 86th Street	Indianapolis, IN 46268	IN
671	5473 East 82nd Street	Indianapolis, IN 46250	IN
672	6355 Sawmill Road	Dublin, OH 43017	OH
673	328 East Stroop Road	Kettering, OH 45429	OH
674	27880 Woodward Ave.	Royal Oak, MI 48067	MI
675	6536 Telegraph Rd.	Bloomfield Hills, MI 48301	MI
676	28425 Chagrin Blvd.	Woodmere, OH 44122	OH
677	175 Market Street	Westlake, OH 44145	OH
678	2398 East Stadium Blvd.	Ann Arbor, MI 48104	MI
679	3888 Townsfair Way	Columbus, OH 43219	OH
680	680 Roosevelt Rd.	Glen Ellyn, IL 60137	IL
681	1407 Waukegan Road	Glenview, IL 60025	IL
682	127 Skokie Blvd.	Northbrook, IL 60062	IL
683	122 Ogden Ave.	Downers Grove, IL 60515	IL
684	735 W. Route 22	Lake Zurich, IL 60047	IL
685	25 North La Grange Road	La Grange, IL 60525	IL
686	14924 S. La Grange Road	Orland Park, IL 60462	IL
687	17 W. Rand Road	Arlington Heights, IL 60004	IL
688	3745 North Lincoln Avenue	Chicago, IL 60613	IL
689	1942 West Fabyan Parkway #222	Batavia, IL 60510	IL
690	44 West Gartner Road	Naperville, IL 60540	IL
691	1840 North Clybourn Avenue #200	Chicago, IL 60614	IL
692	48 Brentwood Promenade Court	Brentwood, MO 63144	MO
693	1679 Clarkson Road	Chesterfield, MO 63017	MO
694	11505 Olive Blvd.	Creve Coeur, MO 63141	MO
695	13343 Manchester Rd.	Des Peres, MO 63131	MO
696	44 E. Ontario St.	Chicago, IL 60611	IL
697	483 North Harlem	Oak Park, IL 60301	IL
698	190 North Northwest Highway	Park Ridge, IL 60068	IL
699	1800 South Randall Road	Algonquin, IL 60102	IL
701	1147 South Wabash, Suite 100	Chicago, IL 60605	IL
702	1211 Chicago Ave.	Evanston, IL 60202	IL
703	667 West Diversey Parkway	Chicago, IL 60614	IL
704	1600 S. Milwaukee Ave.	Libertyville, IL 60048	IL
705	1426 E. Golf Rd.	Schaumburg, IL 60173	IL
707	3684 28th Street SE	Kentwood, MI 49512	MI
710	4500 Excelsior Blvd.	St. Louis Park, MN 55416	MN
711	5600 North Port Washington Road	Milwaukee, WI 53217	WI
712	1810 Monroe Street	Madison, WI 53711	WI
713	12105 Elm Creek Blvd. N.	Maple Grove, MN 55369	MN
714	11220 Wayzata Blvd.	Minnetonka, MN 55305	MN
715	8960 Hudson Road, Suite 801	Woodbury, MN 55125	MN
716	484 Lexington Parkway S.	St. Paul, MN 55105	MN
718	1200 16th Street SW	Rochester, MN 55902	MN
719	10305 Pacific Street	Omaha, NE 68114	NE
720	8600 Ward Parkway, Suite 1020	Kansas City, MO 64114	MO
721	6305 Mills Civic Parkway, Suite 2111	West Des Moines, IA 50266	IA
722	3120 Pine Lake Road, Suite R	Lincoln, NE 68516	NE
723	4201 West 119th Street	Leawood, KS 66209	KS
724	4270 78th Street	Bloomington, MN 55435	MN
726	12665 West Blue Mound Road	Brookfield, WI 53005	WI
727	1041 Red Fox Rd.	Shoreview, MN 55126	MN

730	931 Monroe Drive	Atlanta, GA 30308	GA
731	6277 Roswell Road NE	Sandy Springs, GA 30328	GA
732	4250 Roswell Road NE	Marietta, GA 30062	GA
733	635 W. Crossville Road	Roswell, GA 30075	GA
734	5185 Peachtree Parkway, Suite 101	Norcross, GA 30092	GA
735	3183 Peachtree Rd.	Atlanta, GA 30305	GA
736	1850 Epps Bridge Parkway St 331	Athens, GA 30606	GA
737	205 Summit Blvd., Suite 100	Birmingham, AL 35243	AL
740	120 Merrimon Ave.	Asheville, NC 28801	NC
741	1393 Kildaire Farm Road	Cary, NC 27511	NC
742	6418 Rea Road	South Charlotte, NC 28277	NC
743	1820 East Arbors Dr.	Charlotte, NC 28262	NC
744	1133 Metropolitan Ave., Suite 100	Charlotte, NC 28204	NC
745	1800 East Franklin St., Unit 29	Chapel Hill, NC 27514	NC
746	3000 Wake Forest Rd.	Raleigh, NC 27609	NC
747	1437 S. College Rd.	Wilmington, NC 28403	NC
749	246 South Stratford Road	Winston-Salem, NC 27103	NC
751	59 Woodruff Industrial Lane	Greenville, SC 29607	SC
752	401 Johnnie Dodds Blvd.	Mt. Pleasant, SC 29464	SC
753	4516 Forest Dr.	Columbia, SC 29206	SC
754	3535 Perkins Rd. Suite 315	Baton Rouge, LA 70808	LA
760	4180 Third Street South	Jacksonville Beach, FL 32250	FL
761	4101 South Tamiami Trail	Sarasota, FL 34231	FL
762	10600 Tamiami Trail North, Suite 600	Naples, FL 34108	FL
763	3425 Thomasville Rd. Unit 19	Tallahassee, FL 32309	FL
764	3724 SW Archer Road	Gainesville, FL 32608	FL
765	131 N. Orlando Ave.	Winter Park, FL 32789	FL
766	3808 W. Swann	Tampa, FL 33609	FL
767	2742 4th St. N	St. Petersburg, FL 33704	FL
768	8323 West sand Lake Rd.	Orlando, FL 32819	FL
770	9205 S. Dixie Highway	Pinecrest, FL 33156	FL
771	1851 S. Federal Highway #500	Delray Beach, FL 33483	FL
772	2560 PGA Blvd.	Palm Beach Gardens, FL 33410	FL
773	855 S. Federal Highway	Boca Raton, FL 33432	FL
774	2877 South State Road 7	Wellington, FL 33414	FL
775	11960 Pines Blvd.	Pembroke Pines, FL 33026	FL
776	1560 N. Federal Highway	Ft, Lauderdale, FL 33304	FL
778	2296 South University Drive	Davie, FL 33324	FL

Appendix B to Consent Decree, United States of America v. Trader Joe's Company
Refrigerant Compliance Management Plan

Trader Joe's Company

May 2016

Prepared by:



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Refrigerant Compliance Management Plan

Refrigerant Compliance Management Plan

Prepared for:

Trader Joe's Company

May 2016

Trader Joe's Company Refrigerant Compliance Management Plan

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Refrigerant Compliance Management Plan

This Refrigerant Compliance Management Plan (**RCMP**) was developed to promote and monitor Trader Joe's Company (Trader Joe's) compliance with Section 608 of the Clean Air Act and implementing regulations, the purpose of which is "to reduce emissions of class I and class II refrigerants and their substitutes to the lowest achievable level by maximizing the recapture and recycling of such refrigerants during the service, maintenance, repair and disposal of appliances..." 40 C.F.R. § 82.150(a). It is attached as Exhibit A to the Consent Decree in *United States v. Trader Joe's Company* (N.D. Cal. 2016) (the "Consent Decree").

This RCMP establishes policies and procedures to direct Trader Joe's use and maintenance of "Covered Refrigerant" and "Covered Refrigeration Equipment." For purposes of this RCMP, "Covered Refrigerant" means any substance used as a heat transfer fluid or gas including ozone-depleting substances, and their substitutes found acceptable by EPA's Significant New Alternatives Policy Program set forth at 40 C.F.R. Part 82, Subpart G, except for the substitutes in the end-uses listed at 40 C.F.R. § 82.154(a)(1). Accordingly, carbon dioxide is not a Covered Refrigerant in this RCMP. This RCMP applies to commercial and comfort cooling refrigeration systems, at Trader Joe's Stores in the United States, that contain 50 or more pounds of Covered Refrigerant, referred to herein as "Covered Refrigeration Equipment." If any general statements as to the purpose or policy of this RCMP conflict with any of the specific requirements or directives in this RCMP, the specific requirements or directives shall control.

A. POLICY

Trader Joe's is committed to providing a safe workplace and complying with environmental regulatory requirements. Trader Joe's shall, in compliance with the policies and procedures set forth in this RCMP, implement management practices related to the use of refrigerants and the maintenance and repair of Covered Refrigeration Equipment, and monitor and update an electronic data management system in order to track compliance with applicable regulations.

B. ORGANIZATION AND OVERSIGHT

1. Purpose

To establish an organizational system for implementing the policies and procedures in this RCMP and to describe the responsibilities of personnel responsible for implementing this RCMP.

2. General Organizational Structure

Trader Joe's employees at the individual store and corporate levels have specific responsibilities related to the implementation of this RCMP. Responsibility for implementing the provisions of this RCMP is assigned to the Store Captains and the Facilities Department. Specific responsibilities are described in the subsections below. Trader Joe's uses the *Verisae* data management system (**Verisae system**), an electronic data management system, to track information associated with refrigerant systems at all stores that use Covered Refrigeration Equipment in the United States. This system will be utilized by Trader Joe's employees, as discussed below, to implement this RCMP.

Trader Joe's Company Refrigerant Compliance Management Plan

3. Store Captain

Trader Joe's Store Captain shall instruct employees on the use of Maintenance Log (a.k.a. Service Channel; Trader Joe's Maintenance Service Request System) to report refrigeration equipment problems when they occur and to request maintenance service for the Covered Refrigeration Equipment.

4. Facilities Department

Trader Joe's shall designate the Director of Facilities located at Trader Joe's Headquarters (in the Trader Joe's Facilities Department) to oversee refrigerant compliance. Trader Joe's may also designate one or more facility coordinators who may be either a Trader Joe's employee or a contractor who will report to the Director of Facilities. The Facilities Department shall be responsible for overseeing individual store and contractor compliance with this RCMP as well as coordinating U.S. company-wide responses to address noncompliance. Specific duties of the Facilities Department include:

- Using and understanding the *Verisae* system and populating reports;
- Reviewing leak reports obtained from Maintenance Log and *Verisae* system and ensuring appropriate corrective actions are taken including, if necessary, initiating written notice to EPA;
- Paying invoices from refrigeration and HVAC contractors, and monitoring whether contractors have uploaded required leak repair data into the *Verisae* system prior to Trader Joe's payment of invoices for the associated work;
- Uploading and maintaining the *Verisae* system inventory of Covered Refrigeration Equipment;
- Monitoring Maintenance Log work orders to identify leaks that require repair, and notifying the appropriate repair contractor if a leak is not repaired within 21 days of discovery of the leak, coordinating leak investigations, determining appropriate corrective actions, and preparing a written report regarding leak incidents;
- Periodically compiling reports using data from the *Verisae* system in order to determine:
 - a list of all Covered Refrigeration Equipment at each Store, which includes type of Covered Refrigeration Equipment and manufacturer, and Refrigerant used in such Covered Refrigeration Equipment, and its Full Charge, in pounds;
 - the number of pounds of Refrigerant added to each piece of Covered Refrigeration Equipment at each Store; and
 - the Company-Wide Average Leak Rate.
- Monitoring the *Verisae* system for compliance issues related to refrigerant emissions, contractor performance, or chronically malfunctioning Covered Refrigeration Equipment and contacting the appropriate contractor to determine the cause of the problem and to design and implement necessary corrective actions;
- Monitoring and updating refrigeration-related contractor certifications;

Trader Joe's Company Refrigerant Compliance Management Plan

- Ensuring Trader Joe's corporate personnel (e.g., Construction and Maintenance Department Heads) remain apprised of obligations under the Consent Decree.

5. Independent Contractors

Trader Joe's uses qualified independent contractors to perform necessary refrigerant installation, maintenance, and repair work. Contractors shall provide Trader Joe's with EPA-certified technicians, as discussed in Section F.2, and use EPA-certified refrigerant recovery equipment. It is Trader Joe's policy to withhold payment of contractor invoices until the contractor uploads the refrigerant management data properly into the *Verisae* system.

C. ACCOUNTABILITY AND RESPONSIBILITY

1. Purpose

To create procedures to help achieve company-wide compliance with this RCMP.

2. Internal Accountability

The Facilities Department is required to meet periodically (at least every six (6) months) with the Legal Department to report and address issues regarding company-wide compliance with this RCMP, including identified amendments to environmental requirements and updates to employee training programs, as well as any identified noncompliance at individual stores.

3. Third-Party Accountability

In order to foster accountability for third-party actions, Trader Joe's shall seek to hold individuals (i.e., independent refrigerant contractors) directly responsible for accurate leak reporting and repair, responsible for actions or failures to act that lead to assessment of civil and administrative penalties, and/or material violations of this RCMP.

D. ENVIRONMENTAL REQUIREMENTS

1. Purpose

To endeavor to ensure Trader Joe's remains apprised of any regulatory developments affecting this RCMP and has procedures to update this RCMP.

2. Environmental Review

An attorney in Trader Joe's Legal Department shall be tasked with monitoring legislation and rulemaking activity with regards to Covered Refrigeration Equipment and shall report new requirements to the Facilities Department as developed. The Trader Joe's Legal Department shall also work with the Facilities Department to incorporate new requirements into this RCMP and the Facilities Department shall distribute the updated document, along with a summary of regulatory changes, to employees in the Facilities Department who are involved with the implementation of this RCMP, as well as third-party contractors involved in the maintenance and repair of Covered Refrigeration Equipment.

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E. ASSESSMENT, PREVENTION AND CONTROL**1. Purpose**

To establish the management practices (MPs) described herein and evaluate procedures to seek to prevent reasonably foreseeable releases of Covered Refrigerant and minimize other risks of noncompliance with applicable refrigerant regulations.

2. Management Practices

The following MPs shall apply to Trader Joe's use of Covered Refrigerant, maintenance of Covered Refrigeration Equipment, and interactions between Trader Joe's and independent contractors that service Trader Joe's Covered Refrigeration Equipment.

- No knowing release or venting of any Covered Refrigerant to the atmosphere shall be made.
- Trader Joe's Covered Refrigerant use shall be managed pursuant to EPA regulations and any other applicable requirements, including recordkeeping and repair requirements of 40 C.F.R. Part 82, Subpart F.
- Use, maintenance, repair, and replacement of all Covered Refrigeration Equipment shall also be conducted pursuant to the above mentioned regulations. Any apparent violation of such regulations shall be investigated and reported pursuant to procedures outlined in Section C of this RCMP.
- All contractors responsible for maintenance and repair of Covered Refrigeration Equipment shall be certified according to EPA requirements in 40 C.F.R. § 82.161, and as discussed in more detail in Section F.2 below.

3. Contractor Evaluations

The Facilities Department is responsible for facilitating evaluations of independent contractors' compliance with applicable standards and regulations in at least five (5) stores randomly selected annually. All evaluation results shall be documented in a report to the Construction and Maintenance Department and the Facilities Department head shall further investigate any negative results to determine if corrective actions are necessary. The Facilities Department is also responsible for initiating evaluation of a contractor when *Verisae* system reports prepared pursuant to Section B.4, or other pertinent information, demonstrates the contractor's noncompliance with this RCMP.

4. Compliance Review

Trader Joe's Facilities Department or qualified contractors will perform compliance reviews of Trader Joe's stores subject to this RCMP, in order to assess compliance with this RCMP and applicable federal refrigerant regulations. Trader Joe's shall ensure that a compliance review of its refrigerant management program is performed annually. The annual program review will include the following elements:

- Review of prior year of *Verisae* records for all stores and all contractors to include:
 - Refrigerant losses and additions,
 - Repair response time (i.e., time between leak detection and leak repair), and

Trader Joe's Company Refrigerant Compliance Management Plan

- Technician certifications;
- Review of prior year of Service Channel refrigerant maintenance work order records for all stores and all contractors;
- Review of corporate refrigerant management system, including policies, procedures, and training programs; and
- Review in-store refrigerant management systems for a minimum of 1% of stores (site visits with contractors).

The reviewers must take reasonable steps to ensure that the Facilities Department has identified personnel and/or independent contractors that are qualified to comply with the Facilities Department obligations as described in this RCMP, and are required to confirm that independent contractors have uploaded data to the *Verisae* system prior to Trader Joe's payment of invoices for the associated work. Results shall be reported to the Department Head of Construction and Maintenance and any reports of noncompliance with federal rules, the Consent Decree or this RCMP shall be addressed according to the procedures identified in Section C.

F. SYSTEM MAINTENANCE

1. Purpose

To detail which persons may perform refrigerant services and maintenance.

2. Refrigerant Technicians

EPA requires certification testing for any person conducting service, maintenance, repair, or recovery work on Covered Refrigeration Equipment. Trader Joe's requires that only EPA-certified technicians perform such activities. Technicians must have a certification card showing training in an EPA-approved program.

G. LEAK MONITORING, REPAIR, INVESTIGATIONS, AND REPORTING

1. Purpose

To promptly address, investigate, and report leaks and to establish procedures relating to leaks.

2. Quarterly Leak Monitoring Program

Trader Joe's will implement a Quarterly Leak Monitoring Program. Qualified contractors will be retained to conduct the monitoring. All Covered Refrigeration Equipment will be monitored once per calendar quarter. Monitoring is also required when a) for a refrigeration system that has a full charge of 500 pounds or less, five or more pounds are added to the system, and b) for a refrigeration system that has a full charge of more than 500 pounds, an amount equal to or greater than one percent of the refrigerant charge of the refrigeration system is added. Monitoring shall be conducted using a calibrated refrigerant leak detection device, a bubble test, or observation of oil residue. The refrigerant leak detection device shall be used in accordance with the manufacturer's specifications. If during required leak monitoring or at any time oil residue is observed indicating a refrigerant leak, leak monitoring must be conducted using a calibrated refrigerant leak detection device or bubble test to confirm a refrigerant leak.

The Quarterly Monitoring Program will be implemented according to the following schedule:

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At least 50% of Trader Joe's Stores by June 30, 2016; and

All of the Trader Joe's Stores by November 30, 2016.

Any new Trader Joe's stores will be required to implement Quarterly Monitoring beginning in the first calendar quarter that they are in operation.

3. Leak Repair

All Covered Refrigeration Equipment, excluding comfort cooling appliances, exhibiting an annual leak rate in excess of the applicable leak rate threshold for making repairs set forth in 40 C.F.R. Part 82, Subpart F, or 35%, whichever is lower, and all comfort cooling appliances that are Covered Refrigeration Equipment exhibiting an annual leak rate in excess of the applicable leak rate threshold for making repairs set forth in 40 C.F.R. Part 82, Subpart F, or 15%, whichever is lower, shall be repaired within 30 days of leak detection. Repairs will be performed and verified by certified technicians. A leak is considered to be repaired if the annual leak rate is reduced below the applicable 35% or 15% threshold. Leak repairs for all Covered Refrigeration Equipment must follow all EPA-approved procedures, including refrigerant evacuation, recovery/recycling, and initial and follow-up verifications, if and to the extent required by law.

If Covered Refrigeration Equipment cannot be repaired within 30 days of leak detection pursuant to the above paragraph, then, subject to paragraph 61 of the Consent Decree, the Facilities Department will determine appropriate actions to return the appliances to the annual leak rates set forth in this paragraph.

4. Leak Investigations

Trader Joe's refrigerant contractor for each store is required, upon request from the Facilities Department, to investigate any incident of apparent non-compliance with applicable refrigerant requirements, such as failure to repair leaks in Covered Refrigeration Equipment within 30 days. Trader Joe's refrigerant contractor and the Facilities Department will coordinate an investigation to determine the root cause of the incident, corrective actions taken, and any recommended changes in procedures, policies, or personnel in order to minimize the risk of continued incidents, and the Director of Facilities will document the same in a written report. Trader Joe's Construction and Maintenance Head and Legal Department will review each investigation report.

5. Leak Reporting

Contractors shall record specific data regarding the Covered Refrigeration Equipment and repairs on Service Record forms and enter such information into the *Verisae* system as described in Section H, in order to track compliance with regulations, and Covered Refrigeration Equipment and contractor performance.

H. RECORDKEEPING

1. Purpose

To comply with EPA regulations requiring owners and operators of refrigeration equipment to maintain records. EPA may request reports documenting refrigerant usage, service, maintenance, and disposal. Trader Joe's RCMP ensures compliance with these requirements by establishing record-keeping procedures through the use of the *Verisae* system.

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2. Recordkeeping for Leak Monitoring

If a Covered Refrigeration Equipment leak is identified, the independent contractor shall enter the information into the *Verisae* system, including all of the information on the attached Form 1C. The *Verisae* system shall be the primary method for documenting leaks and repair events.

3. General Requirements

Trader Joe's will monitor its regulated refrigerant use and compliance with applicable regulations through the *Verisae* system. Records will be maintained for at least 5 years after the termination of the Consent Decree. Responsibilities regarding monitoring and maintenance of the *Verisae* system are as follows:

- Contractors are responsible for uploading data regarding Covered Refrigeration Equipment leaks and repairs to the *Verisae* system to facilitate tracking of applicable leak rates and repair deadlines. It is Trader Joe's policy to withhold payment of contractor invoices until the contractor uploads the required data.
- The Facilities Department (or a qualified contractor retained by the Facilities Department) is responsible for uploading and accurately maintaining the *Verisae* system inventory of Covered Refrigeration Equipment, which includes commercial refrigeration and any other regulated refrigeration equipment. The inventory will include location and identification information for all Covered Refrigeration Equipment. The Facilities Department is also responsible for uploading and maintaining the *Verisae* system inventory regarding refrigerant types and quantities for each piece of Covered Refrigeration Equipment.
- The Facilities Department shall endeavor to ensure that contractors understand and comply with *Verisae* system data-entry requirements, and shall monitor *Verisae* system data entries and address upcoming repair deadlines noted in the *Verisae* system.
- The Facilities Department will work with contractors to address and effectuate repairs prior to the regulatory deadline.
- The Facilities Department is responsible for preparing various system-wide reports described above in Section B.4 in order to monitor store, contractor and Covered Refrigeration Equipment performance.
- The Facilities Department is responsible for understanding how to access and interpret the *Verisae* system, and how to design and run necessary reports.

I. TRAINING

1. Purpose

To develop training programs for employees and contractors, to ensure that all relevant personnel are properly trained to implement the requirements of this RCMP.

2. Available Training

Trader Joe's will develop and implement training programs as follows:

- Refrigerant Tracking (*Verisae*)

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- Reporting Refrigeration Equipment Problems (Maintenance Log)

The training program for store employees may include written materials and/or on-the-job training, as appropriate for the employee's job responsibilities.

Contractor certification records shall be maintained and examined as part of the contractor evaluations and store reviews described in Section E.

The Director of Facilities shall be responsible for revising training programs to address regulatory changes, as described in Section D, as well as personnel and compliance issues identified through individual evaluations, compliance reviews, and incident investigations.

J. ENVIRONMENTAL PLANNING AND ORGANIZATIONAL DECISION-MAKING

1. Purpose

To accomplish integration of environmental considerations with Trader Joe's larger corporate governance process.

2. Corporate Environmental Planning

Environmental planning related to this RCMP and Trader Joe's compliance with applicable refrigerant management requirements shall, where practicable, be integrated into Trader Joe's overall corporate decision-making process. For example, the Construction and Maintenance Department Head must ensure that corporate personnel responsible for capital improvements are aware of Trader Joe's obligations under this RCMP, the applicable regulations, and any applicable agreements or consent decrees, as well as specific information related to Trader Joe's use of regulated refrigerants, including refrigerant phase-out dates.

K. PROGRAM EVALUATION

1. Purpose

To develop procedures for evaluating and improving this RCMP.

2. Evaluation Requirements

In order to ensure that Trader Joe's implementation of this RCMP is effectively achieving stated goals, the Facilities Director will communicate with the Construction and Maintenance Department Head regularly (e.g., once every 6 months) to evaluate implementation of this RCMP and discuss and adopt improvements to address identified weaknesses in the program.

L. APPLICABLE FEDERAL RULES AND REGULATIONS

1. Purpose

To identify relevant federal regulations applicable to refrigerant systems.

2. 40 C.F.R. Part 82

40 C.F.R Part 82 governs the use of ozone-depleting substances and therefore applies to the use of refrigerants. The objectives of 40 C.F.R Part 82 currently include:

Trader Joe's Company Refrigerant Compliance Management Plan

- To maximize recycling of ozone-depleting compounds, such as CFCs and HCFCs during the servicing and disposal of refrigeration equipment.
- To prohibit any knowing releases of refrigerants during maintenance, service, repair, or disposal.
- To set certification requirements for the recovery and recycling of refrigeration equipment.
- To ensure that refrigerants are sold only to certified technicians and appliance manufacturers.
- To require persons repairing or disposing of refrigeration equipment to have certified to EPA that they will comply with the applicable requirements of the rule.
- To repair any regulated commercial refrigeration system with an annual leak rate in excess of 35%, and any regulated comfort cooling appliance with an annual leak rate in excess of 15%, within 30 days of leak detection as required by EPA regulations.
- To establish safe disposal practices for refrigerants.
- To set certification requirements for technicians and reclaimers.

If a change or changes to 40 C.F.R. Part 82 are promulgated as a final rule or rules, the revised provisions and objectives of 40 C.F.R. Part 82, as set forth in such final rule or rules will be, for purposes of this RCMP, the relevant federal regulations applicable to refrigerant systems.