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Attorney General

State of California  
**DEPARTMENT OF JUSTICE**



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July 20, 2002

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RECEIVED  
JUL 19 2002  
DIVISION OF CLEAN WATER  
PROGRAMS

RE: People v. Atlantic Richfield Company (S.F. Superior Court) CGC-02-409327  
Final Judgment

Dear Lisa and David:

Enclosed is the endorsed copy of the Final Judgment in the above-referenced matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Reed Sato".

REED SATO  
Deputy Attorney General

For **BILL LOCKYER**  
Attorney General

RS/czd  
Encl.

✓ cc: Leslie Alford, SWRCB, Sacramento (w/encl)

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ENDORSED  
FILED  
San Francisco County Superior Court

JUL 17 2002

GORDON PARK-LI, Clerk  
BY: GARTH SAYERS  
Deputy Clerk

8  
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BILL LOCKYER, Attorney General of the State of California

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16 Attorneys for Plaintiffs, PEOPLE OF THE STATE OF CALIFORNIA  
17 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 IN AND FOR THE COUNTY OF SAN FRANCISCO  
19 UNLIMITED JURISDICTION

20 PEOPLE OF THE STATE OF  
21 CALIFORNIA,  
22 Plaintiffs,  
23 v.  
24 ATLANTIC RICHFIELD COMPANY,  
PRESTIGE STATIONS, INC., and DOES 1-  
25 500,  
26 Defendants.

No. EGC-02-409327  
CONSENT AGREEMENT AND  
STIPULATION FOR ENTRY OF  
FINAL JUDGMENT; (~~PROPOSED~~)  
ORDER

27 ///  
28 ///

1                   WHEREAS, the PEOPLE OF THE STATE OF CALIFORNIA (hereinafter  
2 "Plaintiffs") investigated whether Underground Tank Systems owned or operated by  
3 ATLANTIC RICHFIELD COMPANY and PRESTIGE STATIONS, INC. (hereinafter  
4 collectively referred to as "ARCO" or "Settling Defendants") contained single walled, non-  
5 fiberglass components that were prohibited for use in Underground Tank Systems after  
6 December 22, 1998. As used herein, "Underground Tank System" means an underground  
7 storage tank, connected piping, ancillary equipment, and containment system, if any, installed at  
8 an ARCO motor vehicle fuel retail facility in the State of California;

9                   WHEREAS, the Attorney General of the State of California ("Attorney  
10 General"), in coordination with the State Water Resources Control Board ("State Board") and  
11 the California Environmental Protection Agency ("Cal/EPA"), issued a subpoena to the  
12 ATLANTIC RICHFIELD COMPANY requesting records pertaining to its ownership and  
13 operation of Underground Tank Systems in the State of California;

14                   WHEREAS, the City Attorney of San Francisco and the San Francisco  
15 Department of Public Health assisted the State Board-Cal/EPA investigation of Underground  
16 Tank Systems owned or operated by ARCO or its subsidiaries in the City and County of San  
17 Francisco. The City Attorney also represents the People of the State of California with regard to  
18 Underground Tank Systems owned or operated by ARCO within the City Attorney's  
19 jurisdiction;

20                   WHEREAS, Plaintiffs' investigation has found single walled, non-fiberglass  
21 components that Plaintiffs allege are noncompliant with upgrade requirements at 59 motor  
22 vehicle fuel retail sales facilities consisting of what the Plaintiffs contend are more than 150  
23 Underground Tank Systems;

24                   WHEREAS, the Plaintiffs agree that ARCO cooperated with the Attorney  
25 General, the State Board and Cal/EPA in connection with this investigation and in response to  
26 the Attorney General's subpoena. Among other things, ARCO voluntarily conducted its own  
27 investigation of the dispenser and turbine piping of its Underground Tank Systems at all ARCO  
28 facilities throughout California. ARCO worked cooperatively with Cal/EPA and SWRCB to

1 resolve potential compliance issues promptly. In connection with this investigation, ARCO  
2 ceased operation of multiple Underground Tank Systems with the concurrence of the State  
3 Board, including ceasing operations of Underground Tank Systems that ARCO believed were  
4 compliant with upgrade requirements. In addition, ARCO is completing a facility improvement  
5 program , including elements beyond those required by law, that is intended to result in the  
6 replacement of existing single walled Underground Tank Systems which ARCO believes to be  
7 compliant with upgrade requirements with new double-wall Underground Tank Systems for all  
8 ARCO facilities in California. ARCO represents that it has implemented other programs to  
9 enhance environmental protection, including installation of monitoring probe stabilizers to  
10 improve the electronic monitoring systems used to detect potential leaks in its Underground  
11 Tank Systems at over 900 facilities state-wide and the implementation of a state-wide vapor  
12 recovery testing program. ARCO represents that it intends to work closely with state and local  
13 regulators to address future environmental protection and compliance issues related to  
14 Underground Tank Systems;

15 WHEREAS, the Plaintiffs have engaged in settlement negotiations with the  
16 Settling Defendants. The Plaintiffs and the Settling Defendants (hereinafter collectively referred  
17 to as "the Parties") have agreed to settle the investigation without litigation and by lodging this  
18 settlement simultaneously with a complaint. The Plaintiffs believe that the resolution of the  
19 violations alleged in the Complaint is fair and reasonable and fulfills the Plaintiffs' enforcement  
20 objectives, that no further action is warranted concerning the specific violations alleged in the  
21 Complaint except as provided pursuant to the Consent Judgment, and that this Consent  
22 Judgment is in the best interest of the general public.

23 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

24 1. **INTRODUCTION.**

25 In this action, Plaintiffs filed a civil complaint (the "Complaint") in San  
26 Francisco Superior Court against Settling Defendants. The Parties settle this action on the terms  
27 set forth in this Consent Agreement and Stipulation for Entry of Final Judgment (hereinafter  
28 "Consent Judgment").

1                                    2.     COMPLAINT.

2                                    The Complaint in this action alleges that the Settling Defendants violated  
3 upgrade provisions of Chapter 6.7 of the California Health and Safety Code at specific facilities  
4 identified in Exhibit "A" of the Complaint (hereinafter collectively referred to as the "ARCO  
5 Facilities"). The Complaint further alleges that Settling Defendants: i) deposited motor vehicle  
6 fuel in Underground Tank Systems which did not comply with the upgrade requirements of  
7 Chapter 6.7 of the Health and Safety Code in violation of Health and Safety Code Section  
8 25292.3; and ii) engaged in unfair business practices through the use of non-upgraded  
9 Underground Tank Systems and the delivery of motor vehicle fuel to such non-upgraded  
10 Underground Tank Systems. The complaint further alleges violations of operational  
11 requirements for Underground Tank Systems at three ARCO facilities in the City and County  
12 of San Francisco.

13                                    3.     JURISDICTION.

14                                    The Plaintiffs and Settling Defendants agree that the Superior Court of  
15 California, County of San Francisco, Unlimited Jurisdiction has subject matter jurisdiction over  
16 the matters alleged in this action and personal jurisdiction over the parties to this Consent  
17 Judgment.

18                                    4.     SETTLEMENT OF DISPUTED CLAIMS.

19                                    ARCO expressly denies the allegations in the Complaint and the Consent  
20 Judgment. The Consent Judgment is not an admission by ARCO regarding any issue of law or  
21 fact in the above-captioned matter or any violation of any law. The Parties enter into this  
22 Consent Judgment pursuant to a compromise and settlement of disputed claims set forth in the  
23 Complaint for the purpose of furthering the public interest. Settling Defendants waive their  
24 right to a hearing on any matter covered by the Complaint prior to the entry of this Consent  
25 Judgment.

26                                    5.     CIVIL PENALTIES AND COSTS OF INVESTIGATION.

27                                    5.1 Amount of Payment: Settling Defendants will pay a total of TWENTY-  
28 FIVE MILLION DOLLARS (\$25,000,000) which will be allocated as follows:

1 a. **Penalties:** Settling Defendants will pay a total civil penalty of  
2 TWENTY-ONE MILLION, ONE HUNDRED AND FORTY THOUSAND  
3 DOLLARS (\$21,140,000.00). The penalties are allocated as follows:

4 i) Pursuant to Health and Safety Code Section 25299(f) to the State  
5 Water Pollution Cleanup and Abatement Account in the State Water  
6 Quality Control Fund - EIGHTEEN MILLION, SIX HUNDRED FORTY  
7 THOUSAND DOLLARS (\$18,640,000)

8 Of this amount, \$1,000,000 may be used by the State Board, at its  
9 discretion, to fund the Environmental Circuit Prosecutors Project. The  
10 remainder of the funds paid into the State Water Pollution Cleanup and  
11 Abatement Account pursuant to this Consent Judgment shall be used  
12 solely for the other permissible purposes set forth in Water Code Section  
13 13442 and 13443.

14 ii) Pursuant to Government Code Section 12651- ONE MILLION,  
15 FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000)

16 iii) Pursuant to Business and Professions Code Section 17206- ONE  
17 MILLION DOLLARS (\$1,000,000)

18 The City and County of San Francisco is entitled to \$500,000 of this  
19 award pursuant to Business and Professions Code Sections 17200 et seq.

20 b. **Costs of Investigation and Enforcement:** Settling Defendants shall  
21 reimburse Plaintiffs their costs of investigation and enforcement, including the  
22 attorneys fees and costs incurred by the Attorney General's Office and the San  
23 Francisco City Attorney's Office, in the total amount of EIGHT HUNDRED  
24 AND SIXTY THOUSAND DOLLARS (\$860,000.00).

25 c. **Special Projects:** Settling Defendants shall pay a total of THREE  
26 MILLION DOLLARS (\$3,000,000) to fund the projects as described below.

27 i) **Attorney General Environmental Enforcement Activities.** TWO  
28 MILLION DOLLARS (\$2,000,000) will be placed in an interest-bearing

1 Special Deposit Fund established by the Attorney General. Those funds,  
2 including any interest derived therefrom, shall be used for the following  
3 environmental enforcement activities by the Public Rights Division of the  
4 Attorney General's Office, until all funds are exhausted: A) funding for  
5 environmental enforcement actions and investigations undertaken by the  
6 Attorney General, including, but not limited to, enforcement of  
7 underground storage tank laws; B) implementation of the Attorney  
8 General's authority to protect the environment and natural resources of  
9 the State pursuant to Government Code Section 12600 et seq. and as  
10 Chief Law Officer of the State of California pursuant to Cal. Const., Art.  
11 V., §13; C) implementation of the California Environmental Quality Act;  
12 D) enforcement of the Safe Drinking Water and Toxic Enforcement Act  
13 of 1986, and E) other environmental enforcement actions which benefit  
14 the State of California and its citizens as determined by the Attorney  
15 General. Such funding may be used for the costs of the Attorney  
16 General's investigation, filing fees and other court costs, payment to  
17 expert witnesses and technical consultants, purchase of equipment, and  
18 other costs necessary to pursue the investigation, prosecution, or  
19 enforcement of an environmental action investigated or initiated by the  
20 Attorney General for the benefit of the State of California and its citizens.  
21 The \$2,000,000 transferred into the Special Deposit Fund pursuant to this  
22 Paragraph and any interest derived therefrom shall solely and exclusively  
23 augment the budget of the Attorney General's Office and in no manner  
24 shall supplant or cause any reduction of any portion of the Attorney  
25 General's budget.

26 **ii) State Board Environmental Investigation and Enforcement**  
27 **Training.** FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to be  
28 used by the State Board, at its discretion, to fund investigation and

1 enforcement training of state and local environmental agencies.

2 iii) **Emission Evaluation Study.** FIVE HUNDRED THOUSAND  
3 DOLLARS (\$500,000) for use by the California Air Resources Board  
4 (CARB) to evaluate the hydrocarbon emissions from materials  
5 permeability associated with various fuels. The money will be used to  
6 fund a study to quantify permeation emissions of various gasolines in  
7 specified vehicle systems.

8 5.2 Settling Defendants shall satisfy their payment obligations to the  
9 Plaintiffs under Paragraph 5.1 by issuing a single cashier's or certified check in the amount of  
10 TWENTY FIVE MILLION DOLLARS (\$25,000,000.00). The payment shall be paid on July  
11 15, 2002 or seven (7) days after of the entry of the Consent Judgment, whichever is later, and  
12 made payable to the "California Department of Justice". The check shall bear on its face the  
13 Case name, the Superior Court docket number, and the Attorney General's internal docket  
14 number for this matter - 43004 430 SA 2000CV0674. The payment shall be sent to:

15 California Department of Justice  
16 Accounting Section - Cashiering Unit  
17 Attention: Janie Apodaca  
18 1300 "I" Street, Suite 810  
19 P.O. Box 944255  
20 Sacramento, California 94244-2550

21 5.3 **Environmental Improvement Work**

22 a. Settling Defendants have represented that as of January 1, 2002, they  
23 have spent TWENTY MILLION, EIGHT HUNDRED THOUSAND DOLLARS (\$20,800,000)  
24 since April, 2000, to improve their Underground Tank Systems in ways that exceed regulatory  
25 requirements for those systems ("Environmental Improvements"). For the purposes of this  
26 Consent Judgment, Plaintiffs will credit Settling Defendants for and recognize all such proven  
27 direct expenditures for the Environmental Improvements. These improvements include the  
28 replacement of single walled Underground Tank Systems, including but not limited to single  
walled product piping and single walled tanks, which ARCO contends were otherwise  
permissible under current law with double-wall Underground Tank Systems, the installation of



1 under dispenser containment, installation of monitoring probe stabilizers intended to improve  
2 the functioning of leak detection systems, and the implementation of a state-wide vapor  
3 recovery testing program at over nine hundred (900) ARCO stations in California.

4 b. Settling Defendants shall provide evidence acceptable to the Attorney  
5 General that ARCO has expended monies in the amount set forth above, including, without  
6 limitation, a certified report by Settling Defendants describing work and the expenditures made  
7 by ARCO for the Environmental Improvements and a report prepared by an independent third  
8 party(ies) acceptable to the Attorney General providing such party(ies)'s professional opinion  
9 that 1) Settling Defendants have expended the monies in the amounts claimed by Settling  
10 Defendants and 2) the work performed was not required by applicable regulatory requirements.  
11 Such evidence shall be submitted to Plaintiffs within three (3) months of the entry of the  
12 Consent Judgment.

13 c. In the event that Settling Defendants are not able to demonstrate to the  
14 reasonable satisfaction of the Attorney General that they have expended \$20.8 million for the  
15 Environmental Improvements, Settling Defendant shall undertake additional Environmental  
16 Improvement work reasonably approved by the Plaintiffs and shall incur additional costs equal  
17 to the amount of the difference between the amount reasonably accepted by the Attorney  
18 General and \$20.8 million. Plaintiffs may seek to enforce this requirement by noticed motion  
19 by Plaintiffs, and Settling Defendants shall have the burden of proving that they have met the  
20 requirements of Paragraph 5.3.(a). The Parties shall meet-and-confer prior to the filing of any  
21 motion to enforce this Paragraph.

22 5.4 The California Department of Justice shall place any payments made  
23 pursuant to this Paragraph 5 in its Litigation Deposit Fund and shall be responsible for  
24 expeditiously distributing the funds provided by this payment to the appropriate accounts,  
25 agencies and offices in the amounts provided for in this Consent Judgment, including payments  
26 to accounts managed by the Office of the Attorney General, the fund established pursuant to  
27 Government Code Section 12652(j), the State Water Pollution Cleanup and Abatement  
28 Account, the California General Fund, and the City and County of San Francisco as set forth in

1 Exhibit "B" to the Consent Judgment.

2           5.5     A photocopy of all checks and payments made pursuant to this Consent  
3 Judgment shall be sent, at the same time, to Reed Sato, Office of the Attorney General, 1300 "I"  
4 Street, Suite 1101, P.O. Box 944255, Sacramento, CA 94244-2550 and Curtis Christy-Cirillo,  
5 Office of the City Attorney, City and County of San Francisco, 1390 Market Street, Sixth Floor,  
6 San Francisco, California 94102.

7                   6.     **INJUNCTIVE RELIEF**

8           Pursuant to provisions of Health and Safety Code Section 25299.01, Business and  
9 Professions Code Section 17203, and the Court's equitable powers, Settling Defendants shall  
10 take the following actions:

11           6.1     **Notification of ARCO Inspections** - Except for the work identified on  
12 Exhibit "C", from the date of entry of this Consent Judgment until December 31, 2002, ARCO  
13 shall give the State Board and local regulatory agency seventy-two (72) hours advance written  
14 notice of any work that it undertakes that will expose any part of any Underground Tank System  
15 which is part of a facility identified on Exhibit "G". Notification for this work to the State  
16 Board shall be to Chief, Underground Storage Tank Enforcement Unit, State Water Resources  
17 Control Board, via facsimile number (916) 341-5808 and to the local agency. The notification  
18 shall include the following information: a) the facility address; b) a contact person; c) the ARCO  
19 facility number; d) the names of the owner and operator of the Underground Tank System; and  
20 e) the type of work to be performed. For the purposes of this Paragraph, ARCO will cause any  
21 subsidiary, Affiliate, or parent of ARCO who is or becomes an owner or lessee of a facility  
22 covered by this Paragraph to comply with this paragraph. As used herein, "Affiliate" means a  
23 person that directly, or indirectly through one or more intermediaries, controls, or is controlled  
24 by, or is under common control with, the person specified. Plaintiffs, at their sole discretion,  
25 may extend the notification period required by this Paragraph by sending a written directive to  
26 ARCO pursuant to Paragraph 9 thirty days prior to December 31, 2002. The Parties shall meet-  
27 and-confer prior to Plaintiffs sending such written directive. Plaintiffs may provide for interim  
28 extension periods but such extensions shall not go beyond the termination date of ARCO's

1 obligations under this Consent Judgment as provided in Paragraph 26.

2           6.2    **Access** - ARCO consents to the reasonable inspection of any  
3 Underground Tank System which has been the subject of the notification described in Paragraph  
4 6.1. by representatives of the State Board, Cal/EPA and any applicable local implementing  
5 agency for the duration of the work that triggered the notification. The inspectors shall be  
6 entitled to conduct their inspections in accordance with their full powers and authorities  
7 governing such inspections and ARCO consents to the taking of photographs, taking samples of  
8 environmental media and/or contaminated media, and obtaining copies of on-site documents.  
9 Any inspectors of the State Board or Cal/EPA agree to provide, upon request by ARCO, copies  
10 of any photographs and splits of any samples which they take. ARCO's consent does not  
11 include removal of any component of an Underground Tank System.

12           6.3    **Cessation of the Delivery or Storage of Motor Vehicle Fuel**

13           a.    Settling Defendants shall cease delivery or storage of motor vehicle fuel  
14 or waste petroleum products in any Underground Tank System that it owns or operates in the  
15 State of California that does not meet the applicable upgrade requirements of Health and Safety  
16 Code Sections 25292(d) and (e) and Sections 2662-2666 of Title 23 of the California Code of  
17 Regulations, that does not, in the case of a motor vehicle fuel Underground Tank System, have  
18 an upgrade compliance certificate as required by Health & Safety Code Section 25284(e) or  
19 which has single walled main product piping composed of non-fiberglass material that is  
20 wrapped with tape but is not otherwise protected from corrosion by a means that meets the State  
21 of California's regulatory requirements (collectively referred to as "Single walled Underground  
22 Tank System"). ARCO represents that it is not aware of any Underground Tank System as to  
23 which ARCO must cease delivery or storage of motor vehicle fuel or delivery or storage of  
24 waste petroleum products pursuant to this Paragraph. In the event that ARCO subsequently  
25 discovers any Underground Tank System that may have components that would make it a  
26 Single walled Underground Tank System pursuant to this Paragraph, ARCO will immediately  
27 cease use of the Underground Tank System until it determines whether the Underground Tank  
28 System is not subject to this Paragraph. In the event that ARCO discovers any Underground

1 Tank System as to which ARCO must cease delivery or storage of motor vehicle fuels or waste  
2 petroleum products pursuant to this Paragraph, ARCO will suspend further delivery or storage  
3 of motor vehicle fuel or waste petroleum products from such system(s) as soon as reasonably  
4 possible, but not later than seventy-two (72) hours after such discovery. ARCO shall provide a  
5 certified, written notification to the State Board and appropriate local agency of any discovery  
6 made pursuant to this Paragraph within 72 hours of discovery. ARCO shall permit access to  
7 and inspection of that Underground Tank System by the Plaintiffs, State Board, local authority  
8 or any authorized representative thereof. ARCO will not recommence delivery or storage of  
9 motor vehicle fuel or waste petroleum products at any Underground Tank System the use of  
10 which has been suspended pursuant to this Paragraph until the component of such Underground  
11 Tank System that causes it to be a Single Walled Underground Tank System as defined in this  
12 Paragraph 6.3(a) has been replaced with a component which meets or exceeds the applicable  
13 legal requirements in the Health and Safety Code and the associated regulations to the  
14 satisfaction of the local regulatory agency with jurisdiction over the Underground Tank System  
15 at issue.

16           b.       In the event that an Underground Tank System is closed, suspended or  
17 upgraded pursuant to Paragraph 6.3., this Court retains jurisdiction to the extent provided in  
18 Paragraph 7.4, to address Plaintiffs' further claims for civil penalties based on the failure to  
19 comply with the upgrade requirements in Health and Safety Code Sections 25292(d) and (e) and  
20 any associated claims based on or relying on such facts.

21           6.4       "Booted Components" means a swing joints, flex joints, or transition  
22 product pipes that are installed after January 1, 1984 in conformance with applicable  
23 requirements and that have a boot as part of a monitored, secondary containment system and are  
24 connected to either a shear valve under a dispenser or to a turbine pump. For the purposes of  
25 this Consent Judgment, Booted Components are not single walled piping or single walled  
26 components. Paragraph 6.3 does not apply to Underground Tank Systems that have soil, pea  
27 gravel or other backfill material in contact with a non-fiberglass area or the steel shear valve  
28 above the Booted Components. With regard to Underground Tank Systems with Booted

1 Components, ARCO shall inspect each such Underground Tank System at least every nine  
2 months commencing from the entry of this Consent Judgment to determine whether the  
3 Underground Tank System has soil, pea gravel or other backfill material and is covered by this  
4 Paragraph 6.4. If ARCO identifies such an Underground Tank System (during an inspection or  
5 otherwise), ARCO will promptly notify the local regulatory agency and State Board, but not  
6 later than seventy (72) hours after such discovery and promptly apply to the local regulatory  
7 agency with jurisdiction over the Underground Tank System at issue for any necessary permit,  
8 approval or authorization to remove such soil, pea gravel, or other material. ARCO will remove  
9 such material to the satisfaction of the local regulatory agency as soon as possible but not later  
10 than three (3) days from the date that the local regulatory agency approves the action. The  
11 obligations in this Paragraph 6.4. shall not apply to any Underground Tank System at which  
12 under-dispenser containment or a containment for a sump has been installed; provided however,  
13 that if ARCO discovers such under dispenser containment or containment for a sump containing  
14 soil, pea gravel, or other similar material, ARCO will promptly remove such soil, pea gravel, or  
15 other similar material after obtaining any necessary local agency approval. Moreover,  
16 Paragraph 6.3 shall not apply to i) any Underground Tank System with a manway cover  
17 composed of non-fiberglass material; or ii) any Underground Tank System which uses a liquid  
18 condensate collection system or a vapor recovery pot to collect liquid that condenses in the  
19 vapor recovery line (collectively referred to as "vapor pots"), in each case that was installed  
20 after January 1, 1984 pursuant to the approval of a local agency. Not later than seventy-two  
21 (72) hours after such discovery of an Underground Tank System with such a non-fiberglass  
22 manway cover or a vapor pot, ARCO will promptly notify the local agency. ARCO will  
23 promptly apply to the local agency with jurisdiction over the Underground Tank System at issue  
24 for any necessary permit, approval or authorization to address the existence of the non-fiberglass  
25 manway cover or vapor pot to the satisfaction of the local agency as soon as reasonably  
26 possible, including without limitation by isolating the manway cover from backfill material  
27 though the installation of a sump or by ensuring that any non-fiberglass vapor pot is corrosion  
28 protected by replacement with fiberglass components. Except as provided in this Paragraph 6.4

1 and Paragraph 6.5, Underground Tank Systems with single walled, non-fiberglass components  
2 in any location within an Underground Tank System for which a containment or isolation boot  
3 have not been installed as part of a secondary containment system, are not covered by this  
4 Paragraph and shall be subject to the provisions of Paragraphs 6.3 and 7.4. Nothing in this  
5 Paragraph is intended to prevent any local agency from exercising its lawful authority to require  
6 additional work relating to the detection of corrosion of or leakage from any Underground Tank  
7 System component .

8                   **6.5 Replacement Work for Single walled Sites.**

9                   a.       It is ARCO's goal that all Underground Tank Systems used for motor  
10 vehicle fuel retail sale which it owns or operates in the State of California shall have no single  
11 walled main product piping or components, and tanks as of the date of entry of this Consent  
12 Judgment.

13                   b.       ARCO represents that during the period after December 22, 1998 to the  
14 date of entry of this Consent Judgment it has replaced single walled main product piping with  
15 double-wall piping and/or it has replaced single walled tanks with double-wall underground  
16 tanks at the facilities identified on Exhibit "D" hereto (collectively, the "Current Replacement  
17 Facilities"), to meet the requirements of "new" Underground Tank Systems set forth in Health  
18 and Safety Code Section 25291 and its implementing regulations. ARCO contends that the  
19 purpose of this work was to replace single walled tanks and/or single walled main product  
20 piping and its associated components that ARCO believed were in compliance with the upgrade  
21 requirements set forth in Chapter 6.7 of the Health and Safety Code at the time of replacement.

22                   c.       If ARCO discovers any Underground Tank System in which secondary  
23 containment is allegedly provided by means of a lined trench or any additional single walled  
24 main product piping or single walled tank at a facility (collectively, "Future Replacement  
25 Facilities"), including but not limited to single walled, non-fiberglass product piping  
26 components that are covered by an isolation boot or containment boot and do not otherwise have  
27 secondary containment, which is not already enjoined for storage or use pursuant to Paragraph  
28 6.3., ARCO will provide written notification to the State Board and the appropriate local agency

1 within 72 hours of such discovery. ARCO shall replace such single walled main product piping  
2 or single walled tank in the Underground Tank System with the appropriate double-wall  
3 components or close the facility within six (6) months after discovery unless there is an earlier  
4 deadline imposed by statute, regulation or ordinance. ARCO shall obtain all permits and  
5 authorizations necessary to perform the replacement work required by this paragraph. In the  
6 event that the necessary permits are not issued within ninety (90) days after the applications are  
7 submitted for reasons beyond the control of ARCO, the six (6) month deadline for completing  
8 the replacement work or cease storage or delivery of motor vehicle fuel or waste petroleum  
9 products shall be extended by the same period of time that it takes for the necessary permits to  
10 be issued beyond ninety (90) days.

11 **6.6 Certified Reports**

12 a. For any facility for which delivery or storage of motor vehicle fuel or  
13 waste petroleum products is suspended pursuant to Paragraph 6.3, Settling Defendants shall  
14 submit a certified report to the State Board within forty-five (45) days after notification of  
15 suspension of use and then on a quarterly basis thereafter until completion of the work required  
16 under Paragraph 6.3, which shall include the following, based on the information reasonably  
17 available at the time: (a) the date of initial suspension of inputs and withdrawals of motor  
18 vehicle fuel or waste petroleum products; (b) a description of the work undertaken to meet the  
19 applicable local agency's requirements necessary to bring the Underground Tank System into  
20 compliance with the Underground Tank System equipment upgrade requirements set forth in  
21 Health and Safety Code Section 25291 and its implementing regulations; (c) the cost of the  
22 work performed and to be performed based on available information; (d) the names of any  
23 contractors and representatives of ARCO performing or supervising such work on-site; (e) the  
24 names of any representative of the State Board or local agency present during the work, if  
25 known; (f) projected future re-inspections; (g) any permits, approvals or authorization  
26 necessary for such work; (h) the estimated date for initiating the performance of such work; and  
27 (i) the estimated date for completing the work. Thereafter, when the appropriate local agency  
28 determines that the Underground Tank System is in compliance with applicable legal

1 requirements, ARCO shall provide information or documentation from the local agency  
2 supporting the determination, the date of such determination and the date of resumption of fuel  
3 dispensing from that Underground Tank System. All work performed in the most recent  
4 reporting period shall be described in bolded letters. After the submission of the original  
5 notification, the report shall be provided to the State Board 30 days after the last day of each  
6 quarter, and shall report on work performed through the end of the prior quarter.

7           b.       Within ninety (90) days of the entry of this Consent Judgment, ARCO  
8 shall provide a certified report to the State Board which describes for each of the Current  
9 Replacement Facilities to the extent known by ARCO based on information in ARCO's files,  
10 the replacement work , the permits obtained for the replacement work, the date that the  
11 replacement work was completed, and the cost of the work performed. Nothing in this  
12 Paragraph is intended nor shall it limit or abridge any requirements which may be imposed by a  
13 local agency for such replacement work.

14           c.       For any Future Replacement Facility, ARCO shall provide a  
15 quarterly report commencing on August 31, 2002 which shall be a cumulative and  
16 chronological description of any replacement work as of the end of the reporting period. The  
17 report will be provided to the State Board thirty (30) days after the last day of each quarter, and  
18 shall report on work performed through the end of the prior quarter. For example, the report due  
19 on August 31, 2002 shall report on work done through July 30, 2002. The report shall include  
20 the following information to the extent available: the location of the facility, the ARCO facility  
21 number, the specific locations of the single walled piping or single walled components which  
22 are being addressed and which were identified by ARCO or its contractors in the normal course  
23 of construction activity, the material which comprised the single walled piping or single walled  
24 components, the reasons why use of the associated Underground Tank System was not  
25 terminated pursuant to Paragraph 6.3., and a description of the replacement work for the  
26 reporting period and the permits obtained for the replacement work, and after completion of the  
27 replacement work for a facility, a description of the results of the work, the cost of the work  
28 performed, and the date that the work was completed. All work performed in the most recent



1 reporting period shall be described in bolded letters. Nothing in this Paragraph is intended nor  
2 shall it limit or abridge any requirements which may be imposed by a local agency for such  
3 replacement work.

4 **6.7 Withdrawal of Applications to Underground Storage Tank Cleanup**

5 **Fund.** Within thirty (30) days of the entry of this Consent Judgment, ARCO agrees to  
6 withdraw its applications to the Underground Storage Tank Cleanup Fund for the facilities listed  
7 on Exhibit "E". Except for the facilities set forth on Exhibit "E", ARCO is not required to  
8 withdraw any applications that have been submitted to the Underground Storage Tank Cleanup  
9 Fund pursuant to this Consent Judgment. The Plaintiffs agree and have provided evidence  
10 acceptable to ARCO that the State Board agrees, that (i) ARCO may resubmit applications for  
11 such facilities at any time following the withdrawal of such applications; (ii) the withdrawal of  
12 applications for such facilities pursuant to this Paragraph will have no impact upon the  
13 Underground Storage Tank Cleanup Fund's treatment of such resubmitted applications, which  
14 will be prioritized based upon the date(s) of resubmission and processed by the Underground  
15 Storage Tank Cleanup Fund as it would normally process any new application to the  
16 Underground Storage Tank Cleanup Fund in the ordinary course of business; (iii) the  
17 Underground Storage Tank Cleanup Fund will continue processing and making payments to  
18 ARCO on ARCO's existing and future claims to the Cleanup Fund as it would normally process  
19 such claims in the ordinary course of business; (iv) except as provided by this Paragraph, the  
20 allegations in and terms of the Complaint and Consent Judgment have no impact upon any  
21 applications ARCO has or will make to the Underground Storage Tank Cleanup Fund; and (v)  
22 any directive given as a result of the allegations made in the Complaint to the Underground  
23 Storage Tank Cleanup Fund to cease processing or making payments to ARCO on ARCO's  
24 approved claims to the Cleanup Fund has been rescinded and the Cleanup Fund will continue  
25 processing such approved claims with current prioritization as it would normally process such  
26 claims in the ordinary course of business. Evidence acceptable to ARCO that the State Board  
27 agrees to the conditions set forth in subclauses (i) through (v) above includes, without  
28 limitation, a copy of the State Board's written directive to the Underground Storage Tank

1 Cleanup Fund requiring it to comply with the conditions set forth subclauses (i) through (v)  
2 above.

3 **7. MATTERS COVERED BY THIS CONSENT JUDGMENT.**

4 **7.1** Except as provided in Paragraph 7.7., the Consent Judgment is a final and  
5 binding resolution and settlement of all claims, violations or causes of action alleged by the  
6 Complaint in this matter or which could have been asserted based on the specific facts alleged in  
7 the Complaint against each of the Settling Defendants and their subsidiaries, corporate parents,  
8 each of their Affiliates and parents (including, without limitation, BP West Coast Products LLC,  
9 BP Products North America Inc., BP Company North America Inc., BP Corporation North  
10 America Inc., BP America Inc., and BP p.l.c.), successors, heirs, assigns, and their officers,  
11 directors, partners, employees, representatives, agents, property owners, tank owners, and  
12 facility operators at the ARCO Facilities. The provisions of this Paragraph 7.1. are expressly  
13 conditioned on the Settling Defendants' full payment of the civil penalty and costs by the  
14 deadlines specified in the Consent Judgment and their full satisfaction of Paragraph 5.3;  
15 provided, however, that after full payment of such civil penalty and costs, the provisions of this  
16 Paragraph 7.1 will remain in full force and effect unless and until a court makes a final  
17 determination that Settling Defendants have not fully satisfied Paragraph 5.3.

18 **7.2** The Plaintiffs covenant not to sue or pursue any further civil claims  
19 arising out of: i) any alleged or actual upgrade violations of Health and Safety Code Sections  
20 25292(d) and 25292(e) and the implementing regulations; ii) any alleged or actual erroneous,  
21 incomplete or inaccurate information provided to governmental agencies by ARCO prior to and  
22 in connection with obtaining upgrade compliance certificates ; and iii) the act of depositing  
23 motor vehicle fuel into Underground Tank Systems that had obtained upgrade certificates from  
24 a governmental agency; against any of the Settling Defendants and their subsidiaries, corporate  
25 parents, each of their Affiliates and parents (including, without limitation, BP West Coast  
26 Products LLC, BP Products North America Inc., BP Company North America Inc., BP  
27 Corporation North America Inc., BP America Inc., and BP p.l.c.), successors, heirs, assigns, and  
28 their officers, directors, partners, employees, representatives, agents, property owners, tank

1 owners, and facility operators for any of the following facilities:

2 a. Any Current Replacement Facility provided that: i) the replacement work  
3 was constructed and is maintained in accordance with applicable law; and ii) prior to the  
4 replacement work there was no single walled piping or single walled tank in any Underground  
5 Tank System at the facility that was in direct contact with backfill after December 22, 1998 and  
6 that did not qualify for the exemptions in Health and Safety Code Section 25292(e)(2).

7 b. Any Future Replacement Facility provided that the replacement work is  
8 constructed and maintained in accordance with applicable law.

9 c. Any Underground Tank System addressed in Paragraph 6.4.

10 d. Any Underground Tank System installed prior to July 1, 1987 with single  
11 walled product piping composed of non-fiberglass material that is wrapped with tape but is not  
12 otherwise protected from corrosion by a means that meets the State of California's regulatory  
13 requirements, except to enforce the provisions of Paragraph 6.3(a).

14 e. Facilities inspected by employees of the California Environmental  
15 Protection Agency, the State Water Resources Control Board, or the City and County and San  
16 Francisco, listed on Exhibit "F" unless, consistent with Paragraph 6.4., such facility had an  
17 Underground Tank System installed prior to January 1, 1984 which used a manway cover  
18 composed of non-fiberglass material. Subject to the aforementioned exception, such facilities  
19 were determined to have no material upgrade violations at the time of inspection.

20 The provisions of this Paragraph 7.2. are expressly conditioned on the Settling  
21 Defendants' full payment of the civil penalty and costs by the deadlines specified in the Consent  
22 Judgment and their full satisfaction of Paragraph 5.3; provided, however, that after full payment  
23 of such civil penalty and costs, the provisions of this Paragraph 7.2 will remain in full force and  
24 effect unless and until a court makes a determination that Settling Defendants have not fully  
25 satisfied Paragraph 5.3.

26 7.3 This Consent Judgment also constitutes a covenant not to sue by the  
27 People of the State of California to the extent of the jurisdiction of the City Attorney of San  
28 Francisco for any known past or present claims against Settling Defendants arising from any

1 alleged or actual violations of Chapter 6.7 of the Health and Safety Code and the implementing  
2 regulations, and any alleged or actual erroneous, incomplete or inaccurate information provided  
3 to governmental agencies in connection with obtaining upgrade compliance certificates, and any  
4 alleged or actual violations of Article 21 of the San Francisco Health Code as of the date of the  
5 entry of this Consent Judgment at the facilities identified in Exhibit "G" within the jurisdiction  
6 of the City and County of San Francisco.

7           7.4 Paragraphs 7.1 and 7.2 have no effect on the ability of Plaintiffs to  
8 enforce the terms of the Consent Judgment. Moreover, this Court retains exclusive jurisdiction  
9 to address any future claims for injunctive relief, penalty assessments, or other relief for the  
10 facilities identified on Exhibit "G" against any Settling Defendant arising from or related to any  
11 alleged or actual violations of Health and Safety Code Section 25299, Government Code  
12 Section 12651, Business and Professions Code Section 17206, and pursuant to Article 21 of the  
13 San Francisco Health Code for any facility under the jurisdiction of the San Francisco  
14 Department of Health, if any Underground Tank System at such facility violates or allegedly  
15 violates: (i) the Underground Tank System equipment upgrade requirements set forth in Chapter  
16 6.7 of the Health & Safety Code and implementing regulations, including without limitation the  
17 applicable sections of Section 25291 and 25292 of the Health & Safety Code and the applicable  
18 sections of Articles 3 and 6 of title 23 of the California Code of Regulations; (ii) the  
19 requirement to have an upgrade compliance certificate pursuant to Health & Safety Code  
20 Section 25284(e); and (iii) the requirements of Health & Safety Code Section 25292.3  
21 (collectively referred to as "Post- Consent Judgment Claims"). Any penalties or other relief  
22 sought by Plaintiffs for such violations or alleged violations shall be sought by noticed motion.  
23 Plaintiffs shall notify Settling Defendants in writing of such alleged violations and shall meet  
24 and confer with Settling Defendants within twenty (20) business days of such written notice  
25 prior to filing any such motion. The Parties shall negotiate in good faith in an effort to resolve  
26 any further penalty assessments or other relief pursuant to this Paragraph without judicial  
27 intervention. In seeking penalties pursuant to this Paragraph, Plaintiffs will give due  
28 consideration to the amounts already paid by Settling Defendants under this Consent Judgment,

1 to the fact that such violations are self-reported by Settling Defendants pursuant to the  
2 requirements of this Consent Judgment, and to the presence or absence of any environmental  
3 harm directly caused by or resulting from the alleged violation. Settling Defendants reserve all  
4 defenses in law and equity they may have with regard to any such Post-Consent Judgment  
5 Claims including the amount of any penalties sought.

6           7.5     The matters which are addressed as set forth in Paragraphs 6.1 through  
7 6.7, Paragraph 7.1, Paragraph 7.2, Paragraph 7.3, or which are subject to this Court's continuing  
8 jurisdiction pursuant to Paragraph 7.4 are a "Covered Matter".

9           7.6     Any violations of law, statute, regulation or ordinance, including but not  
10 limited to Chapter 6.7 of the California Health and Safety Code, which are based on facts not  
11 expressly alleged by the Complaint or addressed as a Covered Matter are not resolved, settled,  
12 or covered by this Consent Judgment.

13           7.7     Settling Defendants covenant not to sue or pursue any civil or  
14 administrative claims against Plaintiffs or agencies of the State of California or the City and  
15 County of San Francisco or their officers, employees, representatives, agents or attorneys arising  
16 out of or related to any matter expressly addressed by this Consent Judgment, except for the  
17 purpose of enforcing Plaintiffs' obligations under this Consent Judgment.

18           7.8     Notwithstanding any other provision of the Consent Judgment, any  
19 claims or causes of action for performance of cleanup, corrective action or response action, or  
20 claims or causes of action for criminal penalties, civil penalties, damages, injunctive relief, or  
21 recovery of response costs concerning or arising out of possible or actual past or future releases,  
22 spills, leaks, discharges or disposal of motor vehicle fuels, hazardous wastes or hazardous  
23 substances caused or contributed to by Settling Defendants at locations at or around the ARCO  
24 Facilities or any other facility addressed by this Consent Judgment are not resolved by this  
25 Consent Judgment, and such claims or causes of action are reserved by the Plaintiffs.

26           7.9     Except as provided by this Consent Judgment, the Parties reserve the  
27 right to pursue any claims not covered by this Consent Judgment and any defense to such  
28 reserved claims.

1           7.10 In any subsequent action that may be brought by Plaintiffs to enforce any  
2 reserved claims or claims excluded from this settlement, Settling Defendants will not assert,  
3 plead or raise against Plaintiffs in any fashion any defense or avoidance based on i) splitting of  
4 claims; ii) laches or similar defenses concerning either the timeliness of commencing such  
5 action separate from this action; or iii) the appropriateness of bringing such later claims against  
6 Settling Defendants separate from this action. This Paragraph does not affect any statute of  
7 limitations, if any, which may be applicable to any reserved claims or claims excluded from this  
8 settlement.

9           7.11 The Parties do not intend nor does the Consent Judgment affect any other  
10 pending lawsuits that currently allege violations of the upgrade provisions of Chapter 6.7 of the  
11 Health and Safety Code against any of the Settling Defendants brought by the People of the  
12 State of California. Notwithstanding the foregoing, in the pending case of People v. Atlantic  
13 Richfield Company, et al., Case No. 80-40-30 (O.C. S. Ct. 1999), the People shall not seek civil  
14 penalties, injunctive relief, or any other remedy for such alleged violations. This Consent  
15 Judgment does not: i) require the People to refrain from alleging in the foregoing action that  
16 Settling Defendants failed to meet the December 22, 1998 state and federal upgrade  
17 requirements for Underground Tank Systems at gas station sites in Orange County; ii) require  
18 Settling Defendants to refrain from challenging such allegations; or iii) alter any rights the  
19 Settling Defendants may have in that action.

20           7.12 If any action is brought in any other court or administrative body against  
21 Settling Defendants which addresses a Post-Consent Judgment Claim, the Settling Defendants  
22 shall notify Plaintiffs and this Court of such action within thirty (30) days of service of that  
23 action on them; provided, however, that Settling Defendants' failure to notify Plaintiffs and this  
24 Court within the thirty(30) day period will not relieve Plaintiffs of their obligations under this  
25 Paragraph 7.12 except to the extent that Settling Defendants delay in providing notice prevents,  
26 limits or interferes with Plaintiffs' ability to fulfill such obligations. Plaintiffs will cooperate  
27 with Settling Defendants in addressing the jurisdictional issues arising out of such action and  
28 will take whatever steps Plaintiffs deem appropriate to preserve the exclusive jurisdiction of this

1 Court over the Post-Consent Judgment Claims and to effectuate the intent of Paragraph 7.4.

2

3 **8. NOTICE.**

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

5 For Plaintiffs:

6 Reed Sato, Esq.  
7 Deputy Attorney General  
8 Office of the Attorney General  
9 1300 "I" Street  
10 P.O. Box 944255  
11 Sacramento, California 94244-2550

12 and to:

13 James Giannopoulos  
14 Assistant Division Chief  
15 Division of Clean Water Programs  
16 State Water Resources Control Board  
17 1001 "I" Street  
18 P.O. Box 944212  
19 Sacramento, California 94244-2120

20 and for notices and submissions pertaining to the San Francisco Facilities shall also be sent to:

21 Curtis Christy-Cirillo, Esq.  
22 City Attorney's Office  
23 City and County of San Francisco  
24 1390 Market Street, Sixth Floor  
25 San Francisco, California 94102

26 and to:

27 District Inspector  
28 Department of Public Health  
H.U.M.P.A. Program  
1390 Market Street, Suite 210  
San Francisco, California 94102

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1 For Settling Defendants:

2 Deborah P. Felt, Esq.  
3 BP Legal Western Region  
333 South Hope Street, Room 2048  
4 Los Angeles, California 90071

5 and to:

6 James R. Asperger, Esq.  
O'Melveny & Myers LLP  
7 400 South Hope Street  
Los Angeles, California 90071-2809

8  
9 Any Party may change the address for purpose of notices to that Party by a notice  
10 specifying a new address, but no such change is effective until it is actually received by the  
11 Party sought to be charged with its contents. All notices and other communications required or  
12 permitted under this Consent Judgment that are addressed as provided in this Paragraph are  
13 effective upon delivery if delivered personally or by overnight mail, or are effective five (5)  
14 days following deposit in the United States mail, postage prepaid, if delivered by mail.

15 **9. NECESSITY FOR WRITTEN APPROVALS**

16 All approvals and decisions of the Plaintiffs regarding any matter requiring  
17 approval or decision of the Plaintiffs under the terms of this Consent Judgment shall be  
18 communicated in writing to Settling Defendant. No informal oral advice, guidance,  
19 suggestions, or comments by employees or officials of the Plaintiffs or representatives of any  
20 instrumentality, agency, board or department of the State of California, including the California  
21 Environmental Protection Agency and the California State Water Resources Control Board, or  
22 the San Francisco Public Health Department regarding submissions or notices shall be construed  
23 to relieve Settling Defendants of their obligations to obtain the final written approvals required  
24 by this Consent Judgment. All approvals and decisions of Settling Defendants, and each of  
25 them, regarding any matter requiring approval or decision of Settling Defendants under the  
26 terms of this Consent Judgment shall be communicated in writing by the appropriate Settling  
27 Defendant(s).

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1                   **10.    EFFECT OF JUDGMENT.**

2                   Except as expressly provided in this Consent Judgment, nothing in this Consent  
3 Judgment is intended nor shall it be construed to preclude Plaintiffs or any state agency,  
4 department, board or entity or any local agency from exercising its authority under any law,  
5 statute, or regulation at the ARCO Facilities or any other facility addressed or identified in this  
6 Consent Judgment.

7                   **11.    PLAINTIFFS ARE NOT LIABLE.**

8                   The Plaintiffs shall not be liable for any injury or damage to persons or property  
9 resulting from acts or omissions by Settling Defendants, their directors, officers, employees,  
10 agents, representatives or contractors in carrying out activities pursuant to this Consent  
11 Judgment, nor shall the Plaintiffs be held as a party to or guarantor of any contract entered into  
12 by Settling Defendants, their directors, officers, employees, agents, representatives or  
13 contractors in carrying out activities required pursuant to this Consent Judgment.

14                   **12.    NO WAIVER OF RIGHT TO ENFORCE.**

15                   The failure of the Plaintiffs to enforce any provision of this Consent Judgment  
16 shall in no way be deemed a waiver of such provision, or in any way affect the validity of this  
17 Consent Judgment. The failure of the Plaintiffs to enforce any such provision shall not preclude  
18 it from later enforcing the same or any other provision of this Consent Judgment. No oral  
19 advice, guidance, suggestions or comments by employees or officials of any Party regarding  
20 matters covered in this Consent Judgment shall be construed to relieve any Party of its  
21 obligations required by this Consent Judgment.

22                   **13.    REGULATORY CHANGES.**

23                   Nothing in this Consent Judgment shall excuse Settling Defendants from meeting  
24 any more stringent requirements which may be imposed hereafter by changes in applicable and  
25 legally binding legislation or regulations.

26                   **14.    APPLICATION OF CONSENT JUDGMENT.**

27                   This Consent Judgment shall apply to and be binding upon the Plaintiffs, Settling  
28 Defendants, and each of them, and the successors or assigns of each of them.

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**15. AUTHORITY TO ENTER CONSENT JUDGMENT.**

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

**16. CONTINUING JURISDICTION.**

The Court shall retain continuing jurisdiction to enforce the terms of this Consent Judgment.

**17. PENALTIES FOR NONCOMPLIANCE.**

Any Party may, by noticed motion or order to show cause, enforce the terms and conditions contained in this Consent Judgment. Failure to comply with the terms of this Consent Judgment shall subject a party to further relief and for any attorneys fees, expert witness fees or costs reasonably incurred by the prevailing party in enforcing the terms of this Consent Judgment. Plaintiffs may move this court to enjoin Settling Defendants from any violation of any provision of this Consent Judgment and for civil penalties as provided in this Paragraph. Settling Defendants, and each of them, shall be liable for a civil penalty not to exceed \$25,000 for each material violation of the provisions of the Consent Judgment except that Settling Defendants, and each of them, shall be liable for a stipulated civil penalty of \$25,000 for each day that the payment required pursuant to Paragraph 5.2 is late. The Parties shall meet-and-confer prior to the filing of any motion to assess penalties pursuant to this Paragraph and shall negotiate in good faith in an effort to resolve any penalty assessments pursuant to this Paragraph without judicial intervention.

**18. INTEGRATION.**

This Consent Judgment constitutes the entire agreement between the parties and may not be amended or supplemented except as provided for in the Consent Judgment.

**19. MODIFICATION OF CONSENT JUDGMENT.**

This Consent Judgment may be modified only upon written consent by the parties hereto and the approval of the court.

///

1                   **20.    CERTIFICATION.**

2                   Whenever this Consent Judgment requires the certification by the Settling  
3 Defendants, such certification shall be provided by an ARCO employee at a managerial level in  
4 charge of environmental compliance matters or an officer of the corporation. Each certification  
5 shall read as follows:

6                   To the best of my knowledge, based on information and belief and after  
7 reasonable investigation, I certify that the information contained in or  
8 accompanying this submission is true, accurate, and complete. I am aware that  
9 there are significant penalties for submitting false information, including the  
10 possibility of fine and imprisonment for knowing violations.

11                   **21.    ENFORCEMENT OF JUDGMENT.**

12                   In the event that a Party brings an action to enforce any of the terms of this  
13 Consent Judgment, the prevailing party shall be entitled to its reasonable costs of enforcement,  
14 including attorney fees and costs, including any costs for expert witnesses or other costs of  
15 enforcement.

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

17                   Settling Defendants, and each of them, shall pay their own attorney fees, expert  
18 witness fees and costs, and all other costs of litigation incurred to date.

19                   **23.    INTERPRETATION.**

20                   This Consent Judgment shall be deemed to have been drafted equally by all  
21 parties hereto. Accordingly, the Parties hereby agree that any and all rules of construction to the  
22 effect that ambiguity is construed against the drafting party shall be inapplicable in any dispute  
23 concerning the terms, meaning, or interpretation of this Consent Judgment.

24                   **24.    NOTIFICATION OF OWNERS AND OPERATORS OF**  
25                   **AFFECTED SYSTEMS.**

26                   Within ten (10) business days after the entry of the Consent Judgment, ARCO  
27 shall provide via certified mail a summary of this Consent Judgment to each owner and operator  
28 of an ARCO Facility. The text of the summary is set forth in Exhibit "H". A copy of each  
notification required by this paragraph and the certified mail receipt shall be provided to the  
Plaintiffs within twenty (20) business days of delivery of such notification to such owner and

1 operator. ARCO shall make a copy of the Consent Judgment available to any owner or operator  
2 of an ARCO Facility upon request.

3 **25. COUNTERPART SIGNATURES.**

4 This Consent Judgment may be executed by the parties in counterpart, and when  
5 a copy is signed by an authorized representative of each party, the stipulation shall be effective  
6 as if a single document were signed by all parties.

7 **26. TERMINATION OF INJUNCTIVE PROVISIONS**

8 Settling Defendants' obligations pursuant to Paragraph 6 of this Consent  
9 Judgment shall terminate on January 1, 2004. The Court shall retain jurisdiction to address any  
10 matters over which it has jurisdiction pursuant to Paragraph 6 of this Consent Judgment which  
11 are noticed on or before March 1, 2004.

12 **27. INCORPORATION OF EXHIBITS**

13 Each of the Exhibits "A" through "H" are incorporated herein by reference.

14 **28. ENTRY AFTER NOTICED MOTION**

15 This Consent Judgment shall be brought before the Court for approval on noticed  
16 motion and the Court shall be requested to make a fairness determination in order to ensure that  
17 this Consent Judgment is fair and in the public interest. By entering this Consent Judgment, the  
18 Court finds that its action results in a full, fair, and final resolution of the claims which were or  
19 could have been raised in the Complaint based on the facts alleged therein.

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1 IT IS SO STIPULATED:  
2 FOR THE PLAINTIFFS

3 Dated: June 19, 2002

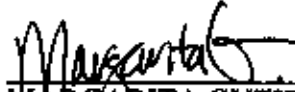
BILL LOCKYER, Attorney General  
of the State of California  
RICHARD M. FRANK  
Chief Assistant Attorney General  
THEODORA P. BERGER  
Senior Assistant Attorney General  
REED SATO  
WILLIAM BRIEGER  
MELINDA VAUGHN  
Deputy Attorneys General



REED SATO  
Deputy Attorney General  
Attorneys for Plaintiff, People of the State  
of California

12 Dated: June 19, 2002

DENNIS HERRERA,  
City Attorney  
JOANNE HOEPER  
Chief Trial Attorney  
MARGARITA GUTIERREZ,  
ROSE-ELLEN HEINZ,  
CURTIS CHRISTY-CIRILLO,  
Deputy City Attorneys



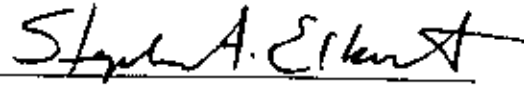
MARGARITA GUTIERREZ,  
Deputy City Attorney  
Attorneys for Plaintiff, People of the State  
of California

28

**FOR THE SETTLING DEFENDANTS:**

**FOR ATLANTIC RICHFIELD COMPANY**

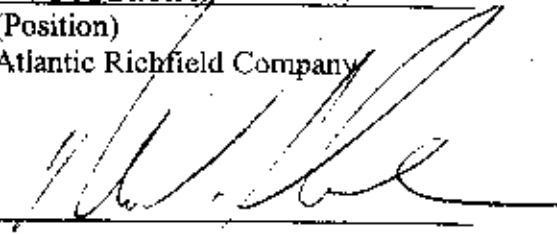
Dated: June 13, 2002

*DPF* 

Stephen A. Elbert  
(typed name)

President  
(Position)  
Atlantic Richfield Company

Dated: June 12, 2002

*DPF* 

Mark J. Friedman  
(typed name)

Assistant Secretary  
(Position)  
Atlantic Richfield Company

**FOR PRESTIGE STATIONS, INC.**

Dated: June \_\_, 2002

\_\_\_\_\_  
  
\_\_\_\_\_  
(typed name)

\_\_\_\_\_  
(Title)  
Prestige Stations, Inc.

Dated: June \_\_, 2002

\_\_\_\_\_  
  
\_\_\_\_\_  
(typed name)

\_\_\_\_\_  
(Title)  
Prestige Stations, Inc.

**FOR THE SETTLING DEFENDANTS:**

**FOR ATLANTIC RICHFIELD COMPANY**

Dated: June \_\_, 2002

\_\_\_\_\_  
\_\_\_\_\_  
(typed name)

\_\_\_\_\_  
(Position)  
Atlantic Richfield Company

Dated: June \_\_, 2002

\_\_\_\_\_  
\_\_\_\_\_  
(typed name)

\_\_\_\_\_  
(Position)  
Atlantic Richfield Company

**FOR PRESTIGE STATIONS, INC.**


Dated: June 14, 2002

*DOF* 

\_\_\_\_\_  
Donald G. Strenk  
(typed name)

\_\_\_\_\_  
President  
(Title)  
Prestige Stations, Inc.

Dated: June 14, 2002

*DOF* 

\_\_\_\_\_  
Daniel M. Hennessy  
(typed name)


\_\_\_\_\_  
Vice President  
(Title)  
Prestige Stations, Inc.

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Approved as to Form:

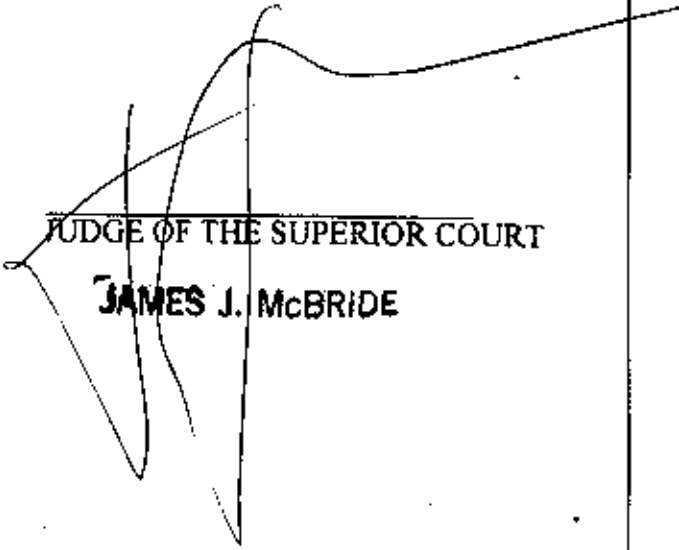
O'MELVENY & MYERS LLP

Dated: June 13, 2002

  
\_\_\_\_\_  
JAMES R. ASPERGER  
Attorneys for Atlantic Richfield Company  
and Prestige Stations, Inc.

IT IS SO ORDERED,

Dated: 7/17/02

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT  
JAMES J. McBRIDE

LA2:623741.2



## EXHIBIT A

ARCO No.	Address	City	County	State
00059	2401 TAPO ST	SIMI VALLEY	VENTURA	CA
00073	6300 SLAUSON	CULVER CITY	LOS ANGELES	CA
00081	4015 W. EL SEGUNDO BLVD	HAWTHORNE	LOS ANGELES	CA
00108	3775 S. VERMONT ST	LOS ANGELES	LOS ANGELES	CA
00194	5884 WASHINGTON BLVD	CULVER CITY	LOS ANGELES	CA
00371	2698 MT VERNON	BAKERSFIELD	KERN	CA
00414	3000 SHATTUCK AVE	BERKELEY	ALAMEDA	CA
00495	10550 SO DEANZA BLVD	CUPERTINO	SANTA CLARA	CA
00586	1175 FELL ST	SAN FRANCISCO	SAN FRANCISCO	CA
00810	4192 N. FRESNO ST	FRESNO	FRESNO	CA
00704	4860 S. HUNTINGTON DR	LOS ANGELES	LOS ANGELES	CA
00763	376 CASTRO ST	SAN FRANCISCO	SAN FRANCISCO	CA
01033	22881 PACIFIC CST HWY	MALIBU	LOS ANGELES	CA
01091	1004 W. EL SEGUNDO BLVD	GARDENA	LOS ANGELES	CA
01109	8904 LONG BEACH BLVD	SOUTH GATE	LOS ANGELES	CA
01276	300 N. AZUSA AVE	WEST COVINA	LOS ANGELES	CA
01341	8505 GRAVENSTEIN HWY	COTATI	SONOMA	CA
01583	7990 KNOTT AVE	BUENA PARK	ORANGE	CA
01681	9151 S. PAINTER AVE	WHITTIER	LOS ANGELES	CA
01677	404 E CHASE AVE	EL CAJON	SAN DIEGO	CA
01682	7667 E. SLAUSON AVE	CITY OF COMMERCE	LOS ANGELES	CA
01758	1540 PLAZA BLVD	NATIONAL CITY	SAN DIEGO	CA
01762	15900 PARAMOUNT BLVD	PARAMOUNT	LOS ANGELES	CA
01785	985 TURQUISE STREET	SAN DIEGO	SAN DIEGO	CA
01786	2829 N. BROADWAY	LOS ANGELES	LOS ANGELES	CA

## EXHIBIT A

ARCO No.	Address	City	County	State
02068	2100 BROADWAY	SACRAMENTO	SACRAMENTO	CA
02078	707 "E" STREET	MARYSVILLE	YUBA	CA
02123	8500 ELK GROVE BLVD	ELK GROVE	SACRAMENTO	CA
02128	4400 SUNRISE	FAIR OAKS	SACRAMENTO	CA
02146	1722 MERIDIAN AVE	SAN JOSE	SANTA CLARA	CA
02177	6698 MACK RD	SACRAMENTO	SACRAMENTO	CA
03018	11958 RAMONA BLVD	EL MONTE	LOS ANGELES	CA
03031	610 W. SEPULVEDA BLVD	HARBOR CITY	LOS ANGELES	CA
03077	2124 E. HARBOR BLVD	VENTURA	VENTURA	CA
04968	3501 FAIR OAKS BLVD	SACRAMENTO	SACRAMENTO	CA
04977	2770 CASTRO VALLEY	CASTRO VALLEY	ALAMEDA	CA
05027	3834 E. THIRD ST	LOS ANGELES	LOS ANGELES	CA
05157	7370 LA TIJERA BLVD.	LOS ANGELES	LOS ANGELES	CA
05220	10201 E. ARTESIA BLVD	BELLFLOWER	LOS ANGELES	CA
05266	2353 E. PALMDALE BLVD	PALMDALE	LOS ANGELES	CA
05308	15025 DOWNEY AVE	PARAMOUNT	LOS ANGELES	CA
05330	2896 ZINFANDEL DRIVE	RANCHO CORDOVA	SACRAMENTO	CA
05343	10159 ALONDRA BLVD	BELLFLOWER	LOS ANGELES	CA
05385	104 N. SAN JACINTO	HEMET	RIVERSIDE	CA
05387	20200 HESPERIAN BLVD	HAYWARD	ALAMEDA	CA
05424	8024 ELDER CREEK RD	SACRAMENTO	SACRAMENTO	CA
06041	7249 VILLAGE PARKWAY	DUBLIN	ALAMEDA	CA
06091	1697 S. WOLFE RD	SUNNYVALE	SANTA CLARA	CA
06132	2445 E. BALL RD	ANAHEIM	ORANGE	CA
06136	1200 GENEVA AVE	SAN FRANCISCO	SAN FRANCISCO	CA

# EXHIBIT A

ARCO No.	Address	City	County	State
06148	5131 SHATTUCK AVE	OAKLAND	ALAMEDA	CA
06160	13361 HARBOR BLVD	GARDEN GROVE	ORANGE	CA
06169	1411 E. DEL AMO BLVD	CARSON	LOS ANGELES	CA
06182	10121 N. FOOTHILL BLVD	CUPERTINO	SANTA CLARA	CA
06223	4610 PEARL AVE	SAN JOSE	SANTA CLARA	CA
06225	4745 WATT AVE	NORTH HIGHLANDS	SACRAMENTO	CA
06228	2747 PINOLE VALLEY RD	PINOLE	CONTRA COSTA	CA
09558	103 E. ALOSTA	GLENDORA	LOS ANGELES	CA
09591	8863 LAKEWOOD	DOWNEY	LOS ANGELES	CA

**Exhibit "B"**

The Attorney General's Office will distribute the payment made by ARCO into the Litigation Deposit Fund pursuant to Paragraph 5.5 of the Consent Judgment as follows:

**1. To the City and County of San Francisco:**

- 1.1. a. \$500,000 shall be paid to the City and County of San Francisco by state warrant or check pursuant to Business and Profession Code Section 17206.
- 1.1. b. \$80,000 shall be paid to the City and County of San Francisco by state warrant or check for its costs of enforcement and investigation.
- 1.2. Each warrant or check shall be made payable to "The City and County of San Francisco". Each warrant shall bear on its face the case name and the Superior Court docket number.

1.3. Each warrant shall be sent to:

Office of the San Francisco City Attorney  
Attn: Curtis Christy-Cirillo, Deputy City Attorney  
1390 Market Street, Sixth Floor  
San Francisco, California 94102

**2. To the State Water Resources Control Board for deposit into the State Water Pollution Cleanup and Abatement Account ("SWPCAA"):**

- 2.1 \$20,160,000 shall be deposited into this account. The funds deposited to the SWPCAA shall be used for the purposes specified in Water Code Sections 13442 and 13443, including the following purposes:
  - a. \$1,000,000 to be used by the State Board, at its discretion, to fund the Environmental Circuit Prosecutors Project;
  - b. \$500,000 to be used by the State Board, at its discretion, to fund investigation and enforcement training of state and local environmental agencies as described in Paragraph 5.1.c.ii;
  - c. \$500,000 to be transferred by the State Board, at its discretion, to the Air Resources Board for the purposes described in Paragraph 5.1.c.iii;
  - d. \$440,000 to reimburse the State Board for its costs of investigation.

CONSENT JUDGMENT FOR CIVIL PENALTIES AND INJUNCTIVE RELIEF

- 2.2. The distribution to the State Water Pollution Cleanup and Abatement Account shall be by state warrant or check payable to the State Water Resources Control Board. The state warrant or check shall reference "Cleanup and Abatement Fund, 0679" and shall be directed to:

State Water Resources Control Board  
Accounting Office  
P.O. Box 1888  
Sacramento, California 95811-1888

3. **To the False Claims Act Fund** in the amount of \$1,500,000;
4. **To a Special Deposit Fund in the Office of the Attorney General** pursuant to Paragraph 5.1.c.i. in the amount of \$2,000,000;
5. **To the California General Fund** pursuant to Business and Professions Code Section 17206 in the amount of \$500,000.
6. **To the Office of the Attorney General, Public Rights Division**, for reimbursement of its costs enforcement and investigation in this matter in the amount of \$260,000.
7. **To the Air Pollution Control Fund** to reimburse the Air Resources Board for costs of investigation incurred by the Air Resources Board at the direction of the California Environmental Protection Agency in the amount of \$80,000.

### Exhibit "C"

#### Work which is excluded from the Notification Requirements of Paragraph 6.1

Nothing in this Exhibit or the Consent Judgment relieves ARCO of existing applicable notification requirements.

1. Work involving the annual inspections and certifications of the monitoring systems. This work includes removal of turbine and fill sump covers, functional tests of monitoring equipment, and routine repairs or adjustments required to continue operations.
2. Work involving any special inspections requested by an agency provided that no pipelines or other Underground Tank System components are uncovered and/or replaced.
3. Work involving vapor recovery tests. This work includes removal of manway covers to access tanks, removal of dispenser covers to access piping, and pressurizing of the tank and vapor recovery systems.
4. Work involving repairs resulting from a vapor recovery test. This work may include the breaking of asphalt or concrete to repair loose connections and/or fittings, vapor piping and to replace or repair spill buckets, tank risers, and other tank components that may cause a failing vapor recovery test.
5. Work involving tank and line tests. This work includes exposing areas of the tank system to pressurize the line and tank systems. This work will not entail the removal or replacement of piping to the tanks or sumps.
6. Work involving the replacement of dispenser panels and changing of filters on dispensers.
7. Work involving water pump-outs of sumps, fill boxes or dispenser pans. This work includes removing manway sump covers and dispenser panels to pump out the water. This work may also include removal of probes for drying or replacement.
8. Work involving emergency-line, tank or monitoring system repairs. Emergency includes any repair necessary to eliminate a threat to human health or the environment or to return a non-operable dispenser or product grade to working order.

CONSENT JUDGMENT FOR CIVIL PENALTIES AND INJUNCTIVE RELIEF

9. Work undertaken pursuant to Senate Bill 989 (Ch. 812, Stats 1999) for testing the secondary containment of pipes, sumps, under dispenser containment, overfill buckets, and tanks and for any repair work that does not require a replacement of any portion of the primary or secondary product lines, outside of a sump or an under dispenser containment. Repair work not requiring notification may include the breaking of asphalt or concrete to repair only components of the secondary containment system provided the local agency is notified in advance of the work.
10. Work undertaken pursuant to Paragraph 6.4 to remove the soil, pea gravel, or other material touching the area above a boot provided the local agency is notified in advance of the work.

CONSENT JUDGMENT FOR CIVIL PENALTIES AND INJUNCTIVE RELIEF

**EXHIBIT D  
CURRENT REPLACEMENT FACILITIES**

Item No.	ARCO Facility	Address	City	State
1	22	1922 W. Alondra Blvd.	Compton	CA
2	133	15306 E. Whittier Blvd.	Whittier	CA
3	154	3015 W. 182nd Street	Torrance	CA
4	166	105 N. Avenue	Los Angeles	CA
5	211	13010 Lambert Road	Whittier	CA
6	337	9401 Madison Ave	Orangevale	CA
7	358	5150 Manzanita Ave.	Carmichael	CA
8	447	34342 Coast Highway	Dana Point	CA
9	465	151 Southgate	Daly City	CA
10	498	286 So Livermore Ave	Livermore	CA
11	508	1000 Broadway	Burlingame	CA
12	506	2320 El Camino Real	Santa Clara	CA
13	708	2900 Watt Ave.	Sacramento	CA
14	1014	9065 Campo Rd.	Spring Valley	CA
15	1023	1000 W. Valencia	Fullerton	CA
16	1047	2646 W. First Street	Santa Ana	CA
17	1058	1548 "F" Street	San Diego	CA
18	1235	1800 W. Artesia Blvd	Torrance	CA
19	1735	12805 Poway Road	Poway	CA
20	1738	5012 Lincoln Avenue	Cypress	CA
21	1758	1540 Plaza Blvd.	National City	CA
22	1761	2896 Mission Village	San Diego	CA
23	1762	15900 Paramount Blvd	Paramount	CA
24	1783	1015 Main St.	Ramona	CA
25	1790	8110 Mission Gorge Road	San Diego	CA
26	1882	1990 Oceanside Blvd	Oceanside	CA
27	1912	18480 Brookhurst Street	Fountain Valley	CA
28	1914	720 "H" St	Chula Vista	CA
29	1924	785 N. Main Street	Corona	CA
30	1986	8130 Balboa Avenue	San Diego	CA
31	1994	700 S. State College	Anaheim	CA
32	2074	1405 Branham Lane	San Jose	CA
33	2082	1995 Warburton Ave	San Jose	CA
34	2089	2104 N. Capitol Ave. No. 2	San Jose	CA
35	2111	1156 Davis Street	San Leandro	CA
36	2112	1260 Park Street	Alameda	CA
37	2153	2800 Homestead	Santa Clara	CA
38	2169	989 W. Grand Ave	Oakland	CA



**EXHIBIT D  
CURRENT REPLACEMENT FACILITIES**

39	2188	145 Kern	Salinas	CA
40	3048	27682 Crown Valley Parkway	Mission Viejo	CA
41	3073	22375 Sherman Way	Canoga Park	CA
42	3101	25122 Marguarite Parkway	Mission Viejo	CA
43	4430	2995 Middlefield Rd	Palo Alto	CA
44	5007	2940 Lytton St	San Diego	CA
45	5023	4700 E. Slauson Ave.	Maywood	CA
46	5028	124 W. Pacific Coast Hwy.	Long Beach	CA
47	5111	2749 El Camino Real	San Clemente	CA
48	5147	2245 S. Main Street	Santa Ana	CA
49	5170	105 E. El Segundo Blvd.	Los Angeles	CA
50	5180	5851 Rodeo Rd	Los Angeles	CA
51	5222	101 N. Vineyard Ave.	Ontario	CA
52	5224	8352 Washington Blvd	Pico Rivera	CA
53	5254	625 Sycamore Ave	Vista	CA
54	5266	794W. Baseline Street	San Bernardino	CA
55	5287	495 S. Waterman Ave.	San Bernardino	CA
56	5305	484 S. Riverside Ave.	Rialto	CA
57	5339	1840 65th Street	Sacramento	CA
58	5344	23501 Allesandro Blvd.	Moreno Valley	CA
59	5348	250 Diamond Drive	Lake Elsinore	CA
60	5350	3804 Plaza Drive	Oceanside	CA
61	5420	6450 White Lane	Bakersfield	CA
62	5464	385 E. Allsal	Salinas	CA
63	5652	4465 E. Mission Blvd.	Montclair	CA
64	5656	4123 Chino Hills Parkway	Chino Hills	CA
65	6025	2225 W. 16th Street	Sacramento	CA
66	6036	13142 Goldenweat	Westminster	CA
67	6059	2666 Pleasant Hill Rd.	Pleasant Hill	CA
68	6060	21452 Brookhurst	Huntington Beach	CA
69	6066	490 Pacific Coast Highway	Seal Beach	CA
70	6071	3414 S. Main Street	Sana Ana	CA
71	6072	1575 Landesa Ave	Milpitas	CA
72	6084	14903 Victory Blvd.	Van Nuys	CA
73	6086	301 E. San Ysidro Blvd	San Ysidro	CA
74	6113	785 E. Stanley Blvd.	Livermore	CA
75	6143	3704 Cahuenga Blvd	North Hollywood	CA
76	6153	5200 E. Whittier Ave	Los Angeles	CA
77	6180	44407 Tenth Street	Lancaster	CA
78	6225	4745 Watt Ave	North Highland	CA

**EXHIBIT D  
CURRENT REPLACEMENT FACILITIES**

79	6226	102 E. Yorba Linda Blvd.	Placentia	CA
80	6365	2898 W Rialto Ave	Rialto	CA
81	9523	1818 Macianda	La Puente	CA
82	9532	700 Avocado Street	El Cajon	CA
83	9555	304 N. Magnolia	Anahelm	CA
84	9561	833 Turquoise	San Diego	CA
85	9579	434 W 5th	Escondido	CA
86	9599	3860 Old Town	San Diego	CA
87	9611	231 N. Milpas Street	Santa Barbara	CA
88	9627	10101 Balboa Blvd	Granada Hills	CA
89	9675	101 E. Whittier Blvd	La Habra	CA
90	9663	1693 N Garey	Pomona	CA
91	9710	4930 Van Buren	Riverside	CA
92	9735	13501 Magnolia	Garden Grove	CA
93	9746	2021 Newport	Costa Mesa	CA
94	9752	3255 University	San Diego	CA
95	9755	1165 Palm	Imperial Beach	CA

**Exhibit "E"**

**List of Facilities where UST applications will be withdrawn**

<u>ARCO facility #</u>	<u>Address</u>	<u>Fund Claim #</u>
1091	1004 West El Segundo, Gardena	15130
1276	300 N. Azusa Ave., West Covina	15166
2146	1722 Meridian, San Jose	15638
5308	15025 Downey, Paramount	15045
5387	20200 Hesperian, Hayward	15534
6132	2445 E. Ball Rd., Anaheim	15181
6160	13361 Harbor Blvd., Garden Grove	15428
6169	1411 Del Amo, Carson	14970

**Exhibit "F"**

***Exhibit F***

<i>Facility ID</i>	<i>Street</i>	<i>City</i>
0442	4224 Marconi Avenue	Sacramento
0508	1000 Broadway	Burlingame
1008	1210 Crenshaw Boulevard	Torrance
1058	1548 F Street	San Diego
1063	3955 East Ocean Boulevard	Long Beach
1097	15350 Nordhoff	Sepulveda
1230	625 West Las Tunas Drive	Arcadia
1235	1800 W. Artesia Blvd.	Torrance
1247	5777 Hollywood Blvd.	Los Angeles
1349	8901 Madison Ave	Fair Oaks
1664	1410 East Main Street	El Cajon
1735	12805 Poway Road	Poway
2094	1389 Wood Street	Willows
2140	8555 Auburn Folsom Road	Roseville
2169	889 W. Grand	Oakland
5064	2880 E. Valley Blvd.	West Covina
5139	2401 Lincoln Avenue	Anaheim
5170	105 East El Segundo Blvd.	Los Angeles
5186	2446 S. Archibald	Ontario
5206	12505 Hadley Street	Whittier
5208	24994 Alessandro Blvd.	Moreno Valley
5224	8351 Washington Blvd.	Pico Rivera
5231	1110 E. Main	El Cajon
5254	825 Sycamore Ave	Vista
5340	2295 Sunrise Blvd.	Rancho Cordova
5457	13411 Imperial Highway	Whittier
5458	8400 Santa Fe Ave.	Huntington Park
5466	313 West Main Street	Woodland

<i>Facility ID</i>	<i>Street</i>	<i>City</i>
5569	3518 E. Hammer Lane	Stockton
5746	690 N. State Street	Hemet
5785	4025 S. Chestnut Ave.	Fresno
6036	13142 Goldenwest	Westminster
6078	4700 Madison Ave.	Sacramento
6113	785 E. Stanley Blvd.	Livermore
6143	3704 Cahuenga Boulevard	N. Hollywood
6149	15750 E. Leffingwell Road	Whittier
6150	2101 Rosamond Boulevard	Rosamond
6158	4205 Pacific Coast Hwy	Torrance
6159	6140 Greenback Lane	Citrus Heights
6180	44407 Tenth Street	Lancaster
9507	3831 Florence Ave.	Bell
9509	3302 Del Mar Ave.	Rosemead
9522	3550 Rosecrans	Hawthorne
9527	1800 E. Rosecrans	Compton
9561	833 Turquoise Street	San Diego
9630	12957 Van Nuys Boulevard	Pacoima
9633	14114 Vanowen	Van Nuys
9683	1693 N. Garey	Pomona
9687	9890 N. Central	Montclair
9735	13501 Magnolia Avenue	Garden Grove
9755	1185 Palm Ave.	Imperial Beach

**EXHIBIT G****LIST OF CALIFORNIA ARCO STATIONS OWNED OR LEASED BY ARCO AFTER DECEMBER 22, 1998 BUT NOT CURRENTLY OWNED OR LEASED**

Item	ARCO Site Number	Site Address	City	State
1	72	1037 W. Ball Rd	Anaheim	CA
2	123	4773 W. El Segundo Blvd.	Hawthorne	CA
3	132	207 N. China Lake Blvd.	Ridgecrest	CA
4	210	4000 W. Redondo Beach Blvd.	Torrance	CA
5	1285	8204 E. Garvey Blvd	Rosemead	CA
6	1761	2696 Mission Village	San Diego	CA
7	1860	3817 W. Third Street	Los Angeles	CA
8	3100	20810 S. Avalon Blvd.	Carson	CA
9	5042	1013 W. Foothill Blvd.	Upland	CA
10	5181	572 S. Mount Vernon Ave.	San Bernardino	CA
11	5184	3100 E. Colorado Blvd.	Pasadena	CA
12	5186	2446 S. Archibald	Ontario	CA
13	5202	12502 Harbor Blvd.	Garden Grove	CA
14	5205	25715 Redlands Blvd.	Redlands	CA
15	5212	3366 N. San Gabriel Blvd	Rosemead	CA
16	5226	545 W. Mission Blvd.	Pomona	CA
17	5308	15025 Downey Ave.	Paramount	CA
18	5329	1130 Douglas Blvd.	Roseville	CA
19	5330	2896 Zinfandel Dr.	Rancho Cordova	CA
20	5366	3888 Fourth Avenue	San Diego	CA
21	5512	9606 Winter Garden Blvd.	Lakeside	CA
22	5513	13001 Stockdale Hwy	Bakersfield	CA
23	5699	20572 Lake Forest	El Toro	CA
24	5813	42420 W. 60th St. West	Lancaster	CA
25	6115	1501 California Ave.	Bakersfield	CA
26	6202	4100 California Blvd.	Bakersfield	CA
27	6223	4610 Pearl Ave.	San Jose	CA
28	6224	10801 Studebaker Rd.	Downey	CA
29	6225	4745 Watt Avenue	N. Highlands	CA
30	6226	102 E. Yorba Linda Blvd.	Placentia	CA
31	6310	15875 E. Arrow Highway	Irwindale	CA
32	9542	Telegraph Ave.	Oakland	CA
33	9616	18541 Pacific Coast Hwy.	Malibu	CA
34	9638	4200 Crenshaw	Los Angeles	CA
35	9674	13352 E. Imperial	Santa Fe Springs	CA
36	9724	18310 Carmenita	Cerritos	CA
37	9737	14472 Brookhurst	Garden Grove	CA
38	9754	3650 El Cajon	San Diego	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

Item	ARCO Site Number	Site Address	City	State
1	2	4385 Atlantic Ave.	Long Beach	CA
2	3	5201 Century Blvd.	Los Angeles	CA
3	20	3325 W. Sixth St.	Los Angeles	CA
4	22	1924 W. Alondra Blvd.	Compton	CA
5	28	9754 E. Rosecrans Ave.	Bellflower	CA
6	43	1000 S. Santa Anita Ave.	Arcadia	CA
7	45	2466 Riverside Dr.	Los Angeles	CA
8	59	2401 Tapo St.	Simi Valley	CA
9	64	500 E. Main St.	Barstow	CA
10	66	2689 N. Moorpark Rd.	Thousand Oaks	CA
11	68	8001 Broadway	Lemon Grove	CA
12	73	6300 W. Slauson Ave.	Culver City	CA
13	76	100 N. Tustin Ave.	Orange	CA
14	81	4015 W. El Segundo Blvd.	Hawthorne	CA
15	87	11402 Hawthorne Blvd.	Hawthorne	CA
16	97	401 N. Placentia	Fullerton	CA
17	103	1333 W. Merced Ave.	West Covina	CA
18	108	3775 S. Vermont St.	Los Angeles	CA
19	117	17000 Devonshire Ave.	Northridge	CA
20	133	15306 E. Whittier Blvd.	Whittier	CA
21	152	101 E. Whittier Blvd.	Montebello	CA
22	154	3015 W. 182nd St.	Torrance	CA
23	166	105 N. Avenue 52	Los Angeles	CA
24	177	4371 Crenshaw Blvd.	Los Angeles	CA
25	185	736 Mission St.	South Pasadena	CA
26	191	3401 E. Whittier Blvd.	Los Angeles	CA
27	192	2100 SE. Bristol Rd.	Newport Beach	CA
28	194	5884 Washington Blvd.	Culver City	CA
29	196	15905 Valley View Ave.	Santa Fe Springs	CA
30	203	1700 W. La Palma Ave.	Anaheim	CA
31	204	12122 Mariposa Rd.	Victorville	CA
32	206	302 W. First St.	Santa Ana	CA
33	211	13010 E. Lambert Rd.	Whittier	CA
34	222	6804 Vineland Ave.	North Hollywood	CA
35	230	2190 Carroll St.	San Francisco	CA
36	237	1625 McSwain Rd.	Merced	CA
37	254	251 Shoreline Hwy.	Mill Valley	CA
38	274	1155 W. Belmont Ave.	Fresno	CA
39	276	10600 MacArthur Blvd.	Oakland	CA
40	306	1700 Middlefield Rd.	Redwood City	CA
41	313	3600 Alameda Delas Pu	Menlo Park	CA
42	337	9401 Madison Ave.	Orangevale	CA
43	358	5150 Manzanita Ave.	Carmichael	CA
44	362	29900 Mission Blvd.	Hayward	CA
45	371	2698 Mt. Vernon	Bakersfield	CA
46	374	6407 Telegraph Ave.	Oakland	CA
47	414	3000 Shattuck Ave.	Berkeley	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

48	428	12890 San Pablo Ave.	Richmond	CA
49	434	501, W. Kettleman Ln.	Lodi	CA
50	442	4224 Marconi Ave.	Sacramento	CA
51	447	34342 Coast Highway	Dana Point	CA
52	450	885 E. California St.	Pasadena	CA
53	465	151 Southgate	Daly City	CA
54	489	525 Colusa Ave.	Yuba City	CA
55	495	10550 S. Deanza Blvd.	Cupertino	CA
56	498	286 S. Livermore Ave.	Livermore	CA
57	508	1000 Broadway	Burlingame	CA
58	510	125 E. California Ave.	Pasadena	CA
59	515	300 S. Delaware	San Mateo	CA
60	524	789 Redwood Hwy.	Mill Valley	CA
61	538	1040 Sunnyvale-Saratoga Rd.	Sunnyvale	CA
62	551	1391 Florin Rd.	Sacramento	CA
63	566	1175 Fell	San Francisco	CA
64	573	610 Woodside Rd.	Redwood City	CA
65	583	3220 Ming Ave.	Bakersfield	CA
66	589	1963 El Camino Real	Palo Alto	CA
67	595	6100 N. Hwy. 99	Stockton	CA
68	601	712 Lewelling Blvd.	San Leandro	CA
69	606	2320 El Camino Real	Santa Clara	CA
70	608	17601 Hesperian Blvd.	San Lorenzo	CA
71	610	4192 N. Fresno St.	Fresno	CA
72	613	470 Ralston Ave.	Belmont	CA
73	614	445 E. Walnut	Pasadena	CA
74	629	13482 Brookhurst St.	Garden Grove	CA
75	642	504 Whipple Ave.	Redwood City	CA
76	662	1949 Arden Way	Sacramento	CA
77	674	1141 N. Capitol	San Jose	CA
78	703	1266 Howe Ave.	Sacramento	CA
79	704	4860 S. Huntington Dr.	Los Angeles	CA
80	706	2900 Watt Ave.	Sacramento	CA
81	707	988 San Antonio Rd.	Los Altos	CA
82	716	699 San Antonio Rd.	Palo Alto	CA
83	725	402 N. El Camino Real	San Mateo	CA
84	743	1799 El Camino Real	San Bruno	CA
85	760	225 S. Cherokee	Lodi	CA
86	761	1985 Broadway St.	Vallejo	CA
87	763	376 Castro St.	San Francisco	CA
88	771	899 Rincon Ave.	Livermore	CA
89	875	1633 Altadena Dr.	Pasadena	CA
90	1002	2439 S. Garfield Ave.	Monterey Park	CA
91	1003	14856 Magnolia Blvd.	Van Nuys	CA
92	1008	1210 Crenshaw Blvd.	Torrance	CA
93	1014	9065 Campo Rd.	Spring Valley	CA
94	1016	1817 Euclid Ave.	San Diego	CA
95	1023	1000 W. Valencia Dr.	Fullerton	CA
96	1024	8160 Foothill Blvd.	Sunland	CA



**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

97	1026	21727 Happy Trails Hwy.	Apple Valley	CA
98	1029	1201 S. Brookhurst St.	Anaheim	CA
99	1033	22661 Pacific Coast Hwy.	Malibu	CA
100	1035	7557 Sepulveda Blvd.	Van Nuys	CA
101	1047	2646 W. First St.	Santa Ana	CA
102	1048	698 E. Holt Ave.	Pomona	CA
103	1054	980 W. Pacific Coast Hwy.	Wilmington	CA
104	1055	9001 Garden Grove Blvd.	Garden Grove	CA
105	1057	6100 Franklin Ave.	Los Angeles	CA
106	1058	1548 "F" St.	San Diego	CA
107	1063	3955 E. Ocean Blvd.	Long Beach	CA
108	1064	14511 Brookhurst Ave.	Westminster	CA
109	1072	1202 E. Orangethorpe	Fullerton	CA
110	1073	208 E. Orange Grove	Pasadena	CA
111	1076	9500 Desoto Ave.	Chatsworth	CA
112	1077	13742 Red Hill Ave.	Tustin	CA
113	1090	14000 E. Lambert Rd.	Whittier	CA
114	1091	1004 W. El Segundo Blvd.	Gardena	CA
115	1092	2041 W. Beverly Blvd.	Los Angeles	CA
116	1097	15350 Nordhoff	Sepulveda	CA
117	1104	4900 Palo Verde Blvd.	Lakewood	CA
118	1109	8904 Long Beach Blvd.	South Gate	CA
119	1110	2601 Santa Fe Ave.	Long Beach	CA
120	1230	625 W. Las Tunas Dr.	Arcadia	CA
121	1235	1800 W. Artesia Blvd.	Torrance	CA
122	1237	2481 Ventura Blvd.	Camarillo	CA
123	1246	11181 W. Washington Blvd.	Culver City	CA
124	1247	5777 Hollywood Blvd.	Los Angeles	CA
125	1250	403 "D" St.	Perris	CA
126	1259	702 E. Sixth St.	Corona	CA
127	1260	4009 W. Rosecrans	Hawthorne	CA
128	1274	800 N. Hollywood Way	Burbank	CA
129	1276	300 N. Azusa Ave.	West Covina	CA
130	1289	4861 E. Firestone Blvd.	South Gate	CA
131	1298	9055 Sunland	Sun Valley	CA
132	1319	365 Jackson St.	Hayward	CA
133	1321	903 5th Ave.	Modesto	CA
134	1326	840 San Antonio Rd.	Palo Alto	CA
135	1334	1632 Douglas Blvd.	Roseville	CA
136	1341	8505 Gravenstein Hwy.	Cotati	CA
137	1349	8901 Madison Ave.	Fair Oaks	CA
138	1353	196 Broadway	Chula Vista	CA
139	1359	883 N. Tustin Ave.	Orange	CA
140	1360	1761 Centinela Ave.	Inglewood	CA
141	1363	7280 N. Rosemead Blvd.	San Gabriel	CA
142	1369	411 Palmdale Blvd.	Palmdale	CA
143	1569	792 W. Valley Blvd.	Colton	CA
144	1575	14761 Devonshire	Mission Hills	CA
145	1581	1589 N. Orange Grove	Pomona	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

146	1583	7990 Knott Ave.	Buena Park	CA
147	1584	1245 E. Fourth St.	Ontario	CA
148	1592	5 W. Foothill Blvd.	Arcadia	CA
149	1597	1605 Glendale Blvd.	Los Angeles	CA
150	1601	1785 Bellflower Blvd.	Long Beach	CA
151	1602	4895 Bellflower Blvd.	Long Beach	CA
152	1609	14614 Dalewood St.	Baldwin Park	CA
153	1618	5304 Paramount Blvd.	Lakewood	CA
154	1633	6982 Westminster Ave.	Westminster	CA
155	1637	1000 N. State College Blvd.	Anaheim	CA
156	1661	9151 S. Painter Ave.	Whittier	CA
157	1664	1410 E. Main St.	El Cajon	CA
158	1673	12157 Artesia Blvd.	Cerritos	CA
159	1677	404 E. Chase Ave.	El Cajon	CA
160	1680	5158 Laurel Canyon Blvd.	North Hollywood	CA
161	1682	7667 E. Slauson Ave.	City of Commerce	CA
162	1684	550 W. Foothill Blvd.	La Canada	CA
163	1686	10602 E. Imperial Hwy.	Norwalk	CA
164	1691	740 W. Rosecrans Ave.	Compton	CA
165	1695	600 Moorpark Rd.	Thousand Oaks	CA
166	1701	605 S. Mills Rd.	Ventura	CA
167	1703	1401 S. Hacienda Blvd.	Hacienda Heights	CA
168	1710	3775 Massachusetts Ave.	La Mesa	CA
169	1712	8303 Parkway Dr.	La Mesa	CA
170	1721	9533 Foothill Blvd.	Cucamonga	CA
171	1725	2290 Coronado Ave.	San Diego	CA
172	1735	12805 Poway Rd.	Poway	CA
173	1738	5012 Lincoln Ave.	Cypress	CA
174	1749	4265 Woodruff Ave.	Lakewood	CA
175	1754	300 W. Washington Ave.	Escondido	CA
176	1758	1540 Plaza Blvd.	National City	CA
177	1762	15900 Paramount Blvd.	Paramount	CA
178	1783	1015 Main St.	Ramona	CA
179	1785	985 Turquoise St.	San Diego	CA
180	1786	2829 N. Broadway	Los Angeles	CA
181	1790	6110 Mission Gorge Rd.	San Diego	CA
182	1795	301 S. Euclid Ave.	Anaheim	CA
183	1796	6454 Foothill Blvd.	Tujunga	CA
184	1806	4498 Bonita Rd.	Bonita	CA
185	1807	12428 Heacock Ave.	Moreno Valley	CA
186	1812	16502 Bolsa Chica	Huntington Beach	CA
187	1815	10087 Sierra	Fontana	CA
188	1841	1505 Third St.	Riverside	CA
189	1846	1002 Manhattan Beach Blvd.	Manhattan Beach	CA
190	1862	1990 Oceanside Blvd.	Oceanside	CA
191	1865	14244 Newport Ave.	Tustin	CA
192	1876	187 S. Mountain Ave.	Upland	CA
193	1880	4380 Eagle Rock Blvd.	Los Angeles	CA
194	1887	16742 Beach Blvd.	Huntington Beach	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

195	1888	16501 Goldenwest Ave.	Huntington Beach	CA
196	1891	14485 Seventh St.	Victorville	CA
197	1902	2380 Lomita Ave.	Lomita	CA
198	1904	1753 Truman	San Fernando	CA
199	1905	18025 Magnolia Ave.	Fountain Valley	CA
200	1908	16251 D St.	Victorville	CA
201	1909	13758 E. Los Angeles	Baldwin Park	CA
202	1912	18480 Brookhurst St.	Fountain Valley	CA
203	1914	720 "H" St.	Chula Vista	CA
204	1916	4196 Van Buren Blvd.	Riverside	CA
205	1917	1326 W. Avenue K	Lancaster	CA
206	1919	660 Via De La Valle	Solana Beach	CA
207	1924	785 N. Main St.	Corona	CA
208	1925	3190 Main St.	Chula Vista	CA
209	1929	4161 Bellflower Blvd.	Long Beach	CA
210	1932	15544 San F Mission	Mission Hills	CA
211	1933	3850 Saviers Rd.	Oxnard	CA
212	1935	2228 W. Ramsey	Banning	CA
213	1936	8700 Balboa Blvd.	Northridge	CA
214	1940	4506 Lankershim Blvd.	North Hollywood	CA
215	1941	6692 Indiana St.	Riverside	CA
216	1946	332 Pico Blvd.	Santa Monica	CA
217	1948	2306 S. Escondido Blvd.	Escondido	CA
218	1953	15156 E. Gale Ave.	Hacienda Heights	CA
219	1956	26001 La Paz Rd.	Mission Viejo	CA
220	1958	1216 Calimesa Blvd.	Calimesa	CA
221	1959	12050 Roscoe Blvd.	North Hollywood	CA
222	1960	1701 Brundage Ln.	Bakersfield	CA
223	1969	7760 Crescent Ave.	Buena Park	CA
224	1973	4988 Ball Rd.	Cypress	CA
225	1978	1819 Cloverfield Blvd.	Santa Monica	CA
226	1980	1116 Casitas Pass Rd.	Carpinteria	CA
227	1981	1565 E. Fourth St.	Ontario	CA
228	1983	11005 Citrus Dr.	Ventura	CA
229	1986	6130 Balboa Ave.	San Diego	CA
230	1992	9454 Corbin Ave.	Northridge	CA
231	1993	100 N. Azusa Ave.	Azusa	CA
232	1994	700 S. State College	Anaheim	CA
233	1995	11891 Rancho Bernardo Rd.	Rancho Bernard	CA
234	2010	2110 Old Middlefield	Mountain View	CA
235	2025	103 Main St.	Placerville	CA
236	2030	2550 Mission Bell Dr.	San Pablo	CA
237	2032	1948 Camden Ave.	San Jose	CA
238	2035	1001 San Pablo Ave.	Albany	CA
239	2037	3100 "G" St.	Merced	CA
240	2057	2115 N. Chester Ave.	Olddale	CA
241	2061	4190 N. Cedar Ave.	Fresno	CA
242	2063	2924 McHenry Ave.	Modesto	CA
243	2067	310 Orange Dr.	Vacaville	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

244	2068	2100 Broadway	Sacramento	CA
245	2074	1405 Branham Ln.	San Jose	CA
246	2076	800 E. Kettleman Ln.	Lodi	CA
247	2077	11913 Nevada City Hwy.	Grass Valley	CA
248	2078	2099 W. Orangeburg Ave.	Modesto	CA
249	2079	707 "E" St.	Marysville	CA
250	2082	1995 Warburton Ave.	Santa Clara	CA
251	2089	2104 N. Capitol Ave. #2	San Jose	CA
252	2090	295 Washington St.	Daly City	CA
253	2092	5498 Monterey Rd.	San Jose	CA
254	2093	3425 Tracy Blvd.	Tracy	CA
255	2094	1399 Wood St.	Wollows	CA
256	2096	2460 Florin Rd.	Sacramento	CA
257	2106	198 Soscol Ave.	Napa	CA
258	2107	3310 Park Blvd.	Oakland	CA
259	2111	1156 Davis St.	San Leandro	CA
260	2112	1260 Park St.	Alameda	CA
261	2114	4995 Almaden Expressway	San Jose	CA
262	2117	5399 Fruitridge Rd.	Sacramento	CA
263	2119	13405 Lincoln Way	Auburn	CA
264	2121	43 South Abbott	Milpitas	CA
265	2123	8500 Elk Grove Blvd.	Elk Grove	CA
266	2126	4400 Sunrise	Fair Oaks	CA
267	2128	2230 Barrett Ave.	Richmond	CA
268	2130	7906 N. El Dorado St.	Stockton	CA
269	2133	2908 Benjamin Holt Dr.	Stockton	CA
270	2134	401 S. Saratoga Ave.	San Jose	CA
271	2140	8555 Auburn Folsom Rd.	Granite Bay	CA
272	2143	E. St.	Williams	CA
273	2144	1100 Tully Rd.	San Jose	CA
274	2145	860 W. Fremont Ave.	Sunnyvale	CA
275	2146	1722 Meridian Ave.	San Jose	CA
276	2147	40055 Blacow Rd.	Fremont	CA
277	2152	22141 Center St.	Castro Valley	CA
278	2153	2800 Homestead Rd.	Santa Clara	CA
279	2155	5755 Camden Ave.	San Jose	CA
280	2158	35900 Fremont Blvd.	Fremont	CA
281	2162	15135 Hesperian Blvd.	San Leandro	CA
282	2164	5751 Hillsdale Blvd.	Sacramento	CA
283	2166	1855 Watt Ave.	Sacramento	CA
284	2169	889 W. Grand Ave.	Oakland	CA
285	2170	Bernard Rd.	Kettleman City	CA
286	2177	6698 Mack Rd.	Sacramento	CA
287	2180	3000 Travis Blvd.	Fairfield	CA
288	2183	2838 "J" St.	Sacramento	CA
289	2184	3650 Nelson Rd.	Fairfield	CA
290	2185	9800 E. 14th St.	Oakland	CA
291	2186	3212 N. California	Stockton	CA
292	2187	2375 Quimby Rd.	San Jose	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

293	2188	145 Kern	Salinas	CA
294	3004	18811 Colima Rd.	Rowland Heights	CA
295	3005	27301 Hawthorne Blvd.	Rolling Hills	CA
296	3006	745 S. Santa Fe Rd.	Vista	CA
297	3010	380 Main St.	Lone Pine	CA
298	3013	23742 El Toro Rd.	Lake Forest	CA
299	3014	2031 Palos Verdes Dr.	Lomita	CA
300	3018	11958 Ramona Blvd.	El Monte	CA
301	3030	918 W. Lancaster Blvd.	Lancaster	CA
302	3031	810 W. Sepulveda Blvd.	Harbor City	CA
303	3033	2080 E. Florida Ave.	Hemet	CA
304	3035	8820 Clairmont Mesa	San Diego	CA
305	3037	915 S. Camoni Del Rio St.	San Diego	CA
306	3039	13150 Osborne St.	Pacoima	CA
307	3041	2011 Del Amo Blvd.	Lakewood	CA
308	3042	13331 Euclid Ave.	Garden Grove	CA
309	3043	7200 Atlantic Ave.	Cudahy	CA
310	3045	14231 Red Hill Ave.	Tustin	CA
311	3048	27682 Crown Valley Pkwy.	Mission Viejo	CA
312	3050	4359 Coldwater Canyon	Studio City	CA
313	3052	6899 Friars Rd.	San Diego	CA
314	3053	5981 Warner Ave.	Huntington Beach	CA
315	3054	1129 Union Ave.	Bakersfield	CA
316	3060	3205 University Ave.	San Diego	CA
317	3069	701 W. Channel St.	San Pedro	CA
318	3070	144 N. Verdugo Rd.	Glendale	CA
319	3073	22375 Sherman Way	Canoga Park	CA
320	3076	1935 E. Katella Ave.	Orange	CA
321	3077	2124 E. Harbor Blvd.	Ventura	CA
322	3080	2840 E. Imperial Hwy.	Fullerton	CA
323	3081	12201 Mountain Ave.	Chino	CA
324	3084	3111 S. Temple Ave.	Pomona	CA
325	3086	5700 E. La Palma	Anaheim	CA
326	3090	3333 Union Ave.	Bakersfield	CA
327	3094	530 N. Brookhurst	Anaheim	CA
328	3101	25122 Marguerite Pkwy.	Mission Viejo	CA
329	3102	23921 Alicia Pkwy.	Mission Viejo	CA
330	4314	2200 El Camino Real	Sacramento	CA
331	4398	3921 Watt Ave.	Sacramento	CA
332	4430	2995 Middlefield Rd.	Palo Alto	CA
333	4494	566 Hegenberger Rd.	Oakland	CA
334	4495	1950 S. Delaware	San Mateo	CA
335	4931	731 W. MacArthur Blvd.	Oakland	CA
336	4932	16 E. Harding Way	Stockton	CA
337	4936	1010 4th St.	Santa Rosa	CA
338	4968	3501 Fair Oaks Blvd.	Sacramento	CA
339	4971	2303 Jefferson St.	Napa	CA
340	4977	2770 Castro Valley	Castro Valley	CA
341	5007	2940 Lytton St.	San Diego	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

342	5023	4700 E. Slauson Ave.	Maywood	CA
343	5025	1630 N. Vermont Ave.	Los Angeles	CA
344	5027	3834 E. Third St.	Los Angeles	CA
345	5028	124 W. Pacific Coast Hwy.	Long Beach	CA
346	5038	1620 N. Broadway	Santa Ana	CA
347	5039	201 W. Alameda Ave.	Burbank	CA
348	5041	6801 Reseda Blvd.	Reseda	CA
349	5043	15005 E. Alondra Blvd.	La Mirada	CA
350	5049	189 W. Highland Ave.	San Bernardino	CA
351	5054	2106 W. Temple St.	Los Angeles	CA
352	5061	12606 E. Rosecrans Ave.	Sante Fe Springs	CA
353	5064	2889 E. Valley Blvd.	West Covina	CA
354	5075	1935 State	Santa Barbara	CA
355	5082	605 N. H St.	San Bernardino	CA
356	5087	2340 El Cajon Blvd.	San Diego	CA
357	5093	21943 Wilmington Ave.	Carson	CA
358	5107	6518 Hawthorne Blvd.	Lawndale	CA
359	5110	5731 Firestone Blvd.	South Gate	CA
360	5111	2749 N. El Camino Real	San Clemente	CA
361	5117	10612 National Blvd.	Los Angeles	CA
362	5122	8906 Sunset Blvd.	Los Angeles	CA
363	5125	3708 E. Foothill Blvd.	Pasadena	CA
364	5126	800 E. Valley Blvd.	San Gabriel	CA
365	5132	6098 University Ave.	San Diego	CA
366	5134	5405 Clairmont Mesa Blvd.	San Diego	CA
367	5137	201 Broadway	El Cajon	CA
368	5139	2401 Lincoln Ave.	Anaheim	CA
369	5141	1550 Morena Blvd.	San Diego	CA
370	5142	12603 Paramount Blvd.	Downey	CA
371	5147	2245 S. Main St.	Santa Ana	CA
372	5148	586 N. Main St.	Bishop	CA
373	5157	7370 La Tijera Blvd.	Los Angeles	CA
374	5160	1522 Mission Ave.	Oceanside	CA
375	5162	1490 Seventh St.	San Pedro	CA
376	5168	3659 Central Ave.	Riverside	CA
377	5170	105 E. El Segundo Blvd.	Los Angeles	CA
378	5178	9459 Sepulveda	Sepulveda	CA
379	5180	5851 Rodeo Rd.	Los Angeles	CA
380	5182	572 S. Mount Vernon Ave.	San Bernardino	CA
381	5185	1450 Baker St.	Costa Mesa	CA
382	5187	8007 W. Manchester Ave.	Playa Del Rey	CA
383	5200	8004 Lankershim Blvd.	North Hollywood	CA
384	5201	15711 Victory Blvd.	Van Nuys	CA
385	5203	13340 E. Rosecrans Ave.	Norwalk	CA
386	5204	13760 Valley Blvd.	City of Industry	CA
387	5206	12525 Hadley St.	Whittier	CA
388	5208	24994 Alessandro Blvd.	Moreno Valley	CA
389	5210	13001 Francisquito	Baldwin Park	CA
390	5213	16804 Downey Ave.	Paramount	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

391	5214	305 E. Redlands Blvd.	San Bernardino	CA
392	5215	57858, Twenty-Nine Palms H	Yucca Valley	CA
393	5217	20940 Norwalk Blvd.	Lakewood	CA
394	5220	10201 E. Artesia Blvd.	Bellflower	CA
395	5221	14221 S. Figueroa St.	Los Angeles	CA
396	5222	101 N. Vineyard Ave.	Ontario	CA
397	5224	8351 Washington Blvd.	Pico Rivera	CA
398	5225	4424 S. Central Ave.	Los Angeles	CA
399	5231	1110 E. Main St.	El Cajon	CA
400	5252	2156 S. Grove Ave.	Ontario	CA
401	5254	625 Sycamore Ave.	Vista	CA
402	5261	8898 Sierra Ave.	Fontana	CA
403	5265	2353 E. Palmdale Blvd.	Palmdale	CA
404	5266	794 W. Baseline St.	San Bernardino	CA
405	5267	495 S. Waterman Ave.	San Bernardino	CA
406	5305	484 S. Riverside Ave.	Rialto	CA
407	5332	705 Russell Blvd.	Davis	CA
408	5334	707 S. Mathilda Ave.	Sunnyvale	CA
409	5335	1500 Canyon Rd.	Moraga	CA
410	5337	6337 Fair Oaks Blvd.	Carmichael	CA
411	5339	1840 65th St.	Sacramento	CA
412	5340	2295 Sunrise Blvd.	Rancho Cordova	CA
413	5343	10159 Alondra Blvd.	Bellflower	CA
414	5344	23501 Alessandro Blvd.	Moreno Valley	CA
415	5346	250 Diamond Dr.	Lake Elsinore	CA
416	5350	3804 Plaza Dr.	Oceanside	CA
417	5351	16815 Main St.	Hesperia	CA
418	5355	3675 Wilshire Blvd.	Los Angeles	CA
419	5365	4010 Wible Rd.	Bakersfield	CA
420	5368	2500 Nut Tree Rd.	Vacaville	CA
421	5369	36974 Fremont Blvd.	Fremont	CA
422	5370	1860 Campbell Ave.	Campbell	CA
423	5384	545 W. Alma Ave.	San Jose	CA
424	5385	104 N. San Jacinto	Hemet	CA
425	5387	20200 Hesperian Blvd.	Hayward	CA
426	5393	2717 Lemon Grove Ave.	Lemon Grove	CA
427	5397	407 "E" St.	Chula Vista	CA
428	5399	2005 Marconi	Sacramento	CA
429	5404	3618 State St.	Santa Barbara	CA
430	5406	1875 Grand Ave.	San Diego	CA
431	5408	6301 El Cajon Blvd.	San Diego	CA
432	5409	798 Third Ave.	Chula Vista	CA
433	5410	1725 Broadway	Chula Vista	CA
434	5411	2255 Palm Ave.	San Diego	CA
435	5420	6450 White Ln.	Bakersfield	CA
436	5421	2507 Ninth St.	Ceres	CA
437	5424	8024 Elder Creek Rd.	Sacramento	CA
438	5428	6616 Miramar Rd.	San Diego	CA
439	5440	4500 Rocklin Rd.	Rocklin	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

440	5450	1617 W. Fremont	Stockton	CA
441	5457	13411 Imperial Hwy.	Whittier	CA
442	5458	6400 Santa Fe Ave.	Huntington Park	CA
443	5463	1696 E. Sixth St.	Beaumont	CA
444	5464	385 E. Alisal	Salinas	CA
445	5465	4700 N. Golden State	Turlock	CA
446	5466	313 W. Main St.	Woodland	CA
447	5467	4101 Manzanita Ave.	Carmichael	CA
448	5469	130 S. Wilson Way	Stockton	CA
449	5470	3099 Sunrise Blvd.	Rancho Cordova	CA
450	5471	20815 Bear Valley Rd.	Apple Valley	CA
451	5475	73980 Hwy. 111	Palm Desert	CA
452	5476	27900 Date Palm Dr.	Cathedral City	CA
453	5489	2015 W. Main St.	Turlock	CA
454	5493	1225 N. Carpenter	Modesto	CA
455	5495	33488 Crown Valley Pkwy.	Acton	CA
456	5496	4800 Fairfax	Bakersfield	CA
457	5500	41555 Winchester Rd.	Temecula	CA
458	5503	8121 Florin Rd.	Sacramento	CA
459	5504	4747 Northgate Blvd.	Sacramento	CA
460	5505	2033 Standiford Ave.	Modesto	CA
461	5514	82-338 Hwy. 111	Indio	CA
462	5519	16869 S. D St.	Victorville	CA
463	5526	900 Monterey	Bakersfield	CA
464	5527	538 N. Nordahl	Escondido	CA
465	5528	780 Brea Canyon Rd.	Walnut	CA
466	5534	999 Washington Blvd.	Roseville	CA
467	5536	3830 McKinley St.	Home Gardens	CA
468	5539	12610 Sabre Springs Pkwy.	San Diego	CA
469	5541	25330 Third St.	Highland	CA
470	5543	833 N. Ramona Blvd.	San Jacinto	CA
471	5545	4000 Norwood Ave.	Sacramento	CA
472	5549	1550 E. Grand Ave.	Escondido	CA
473	5550	2488 S. Reservoir St.	Pomona	CA
474	5553	3001 Yosemite Blvd.	Modesto	CA
475	5555	500 W. Stetson	Hemet	CA
476	5556	3700 Hamner Ave.	Norco	CA
477	5562	6100 San Anselmo Rd.	Atascadero	CA
478	5565	6345 Oakdale Rd.	Riverbank	CA
479	5566	1505 E. F St.	Oakdale	CA
480	5569	3518 E. Hammer Ln.	Stockton	CA
481	5572	903 Kern St.	Taft	CA
482	5573	1187 W. San Marcos Blvd.	San Marcos	CA
483	5579	41923 Sierra Highway	Palmdale	CA
484	5580	3800 47th Ave.	Sacramento	CA
485	5585	8100 Gerber Rd.	Sacramento	CA
486	5588	3327 W. Ashlan Ave.	Fresno	CA
487	5590	12890 Hesperia Rd.	Victorville	CA
488	5593	298 S. Sanderson	Hemet	CA



**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

489	5597	39420 Berkey Dr.	Palm Desert	CA
490	5599	5555 Mission Rd.	Bonsall	CA
491	5610	1010 Fairway Dr.	Walnut	CA
492	5617	27323 5th St.	Highland	CA
493	5618	29355 Central St.	Lake Elsinore	CA
494	5620	16081 Bear Valley	Hesperia	CA
495	5625	26915 Mesa Rock Rd.	Escondido	CA
496	5627	1700 E. Hatch Rd.	Modesto	CA
497	5630	1470 Alamo Dr.	Vacaville	CA
498	5632	6287 Day St.	Riverside	CA
499	5634	2241 Girard St.	Delano	CA
500	5637	299 Marina Blvd.	Suisun City	CA
501	5639	2000 Business Ln.	Chico	CA
502	5644	33986 Orange St.	Wildomar	CA
503	5647	6550 Fairway Dr.	Rocklin	CA
504	5649	1499 Main St.	El Centro	CA
505	5650	18970 Lower Sacramento	Woolbridge	CA
506	5652	4465 E. Mission Blvd.	Montclair	CA
507	5654	1518 N. Magnolia	El Cajon	CA
508	5656	4123 Chino Hills Pkwy.	Chino Hills	CA
509	5657	35300 7th Standard Rd.	Bakersfield	CA
510	5662	410 Oro Dam Blvd.	Oroville	CA
511	5668	2510 Olay Center Dr.	San Diego	CA
512	5674	16300 Sierra Hwy.	Mojave	CA
513	5676	1402 E. Ontario Ave.	Corona	CA
514	5678	2008 W. Ave. I	Lancaster	CA
515	5679	11887 Magnolia Ave.	Riverside	CA
516	5686	111 W. Ave. K	Lancaster	CA
517	5695	44239 Margarita Rd.	Temecula	CA
518	5696	9215 Elk Grove-Florin Rd.	Elk Grove	CA
519	5722	20033 Sommerville Ln.	Coalinga	CA
520	5726	1025 Kloke Rd.	Calexico	CA
521	5730	2590 S. Cherry	Fresno	CA
522	5731	805 River Point	West Sacramento	CA
523	5732	3936 Mitchell Rd.	Ceres	CA
524	5737	3770 Murphy Canyon Rd.	San Diego	CA
525	5746	690 N. State	Hemet	CA
526	5750	33440 Hwy. 74	Green Acres	CA
527	5751	2800 Panama Ln.	Bakersfield	CA
528	5752	10466 Grant Line Rd.	Elk Grove	CA
529	5753	8880 Fruitridge Rd.	Sacramento	CA
530	5764	16466 Perris Blvd.	Moreno Valley	CA
531	5770	1625 Heritage Rd.	San Diego	CA
532	5776	100 Avenida La Terraza	Escondido	CA
533	5785	4025 S. Chestnut Ave.	Fresno	CA
534	5786	847 W. Harbor Blvd.	West Sacramento	CA
535	5789	2951 Bechelli Ln.	Redding	CA
536	5792	1991 Palomar Airport Rd.	Carlsbad	CA
537	5796	5595 E. Olive Ave.	Fresno	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

538	5797	2010 Churn Creek Rd.	Redding	CA
539	5802	16000 Foothill Blvd.	Irwindale	CA
540	5803	4897 E. Kings Canyon Rd.	Fresno	CA
541	5804	3031 Vernon Ave.	Vernon	CA
542	5807	195 Niblick Rd.	Paso Robles	CA
543	5811	14475 Palmdale Rd.	Victorville	CA
544	5818	4224 Salida	Salida	CA
545	5819	5987 Clark Rd.	Paradise	CA
546	5823	2098 Redlands Blvd.	Redlands	CA
547	5826	48-055 Grapefruit Blvd.	Coachella	CA
548	5828	398 Aurora St.	El Centro	CA
549	5829	687 S. San Jacinto	San Jacinto	CA
550	5830	9720 Carroll Centre Rd.	San Diego	CA
551	5831	24181 Moulton Pkwy.	Laguna Hills	CA
552	5833	100 Lake Blvd.	Redding	CA
553	5837	205 E. 15th St.	Imperial	CA
554	5856	10717 Carmenita Rd.	Whittier	CA
555	5862	2639 Oroville Dam Blvd.	Oroville	CA
556	5869	3170 Carmel Valley Rd.	San Diego	CA
557	5878	4591 N. Blackstone	Fresno	CA
558	5880	1143 N. Capitol	San Jose	CA
559	5881	9511 Valley View	Cypress	CA
560	5883	2510 N. Towne Ave.	Pomona	CA
561	5884	67625 E. Palm Canyon Dr.	Cathedral City	CA
562	5885	1115 W. Arrow Hwy.	San Dimas	CA
563	5887	3890 N. University Pkwy.	San Bernardino	CA
564	5896	46-150 Washington St.	La Quinta	CA
565	5906	100 Barnett St.	Arroyo Grande	CA
566	5907	27491 La Paz Rd.	Laguna Niguel	CA
567	5910	24800 Pico Canyon Rd.	Newhall	CA
568	5912	5472 Orangethorpe	La Palma	CA
569	5913	27727 Baseline	Highland	CA
570	5914	3302 S. Diamond Bar Blvd.	Diamond Bar	CA
571	5924	14534 Foothill Blvd.	Fontana	CA
572	5927	42185 Big Bear / Box 7002	Big Bear Lake	CA
573	5928	27691 Ynes Rd.	Temecula	CA
574	5934	41240 Kalmia	Murrieta	CA
575	5936	500 Victoria	Oxnard	CA
576	5951	72097 Baker Blvd.	Baker	CA
577	5953	2520 E. Ave. S	Palmdale	CA
578	5964	1001 W. Artesia Blvd.	Gardena	CA
579	5965	4525 E. Junupa	Ontario	CA
580	5966	26925 Newport Rd.	Menifee	CA
581	5967	13691 Central	Chino	CA
582	5968	1717 Vista Chino/Sunrise	Palm Springs	CA
583	5973	701 E. Foothill Blvd.	Clermont	CA
584	5974	940 Morro Bay Blvd.	Morro Bay	CA
585	5986	400 S. Lovekin	Blythe	CA
586	5994	300 Bristol	Costa Mesa	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

587	5996	11768 Foothill Blvd.	Rancho Cucamonga	CA
588	5997	18762 Valley Blvd.	Bloomington	CA
589	5999	1801 S. State College	Anaheim	CA
590	6001	886 Colusa Ave.	Yuba City	CA
591	6006	28406 Sand Canyon Rd.	Canyon Country	CA
592	6019	2933 65th St.	Sacramento	CA
593	6020	1711 E. Yosemite	Manteca	CA
594	6021	1801 S. Hill St.	Oceanside	CA
595	6023	1801 Woodside Rd.	Redwood City	CA
596	6025	2225 W. 16th St.	Sacramento	CA
597	6027	5150 Chum Creek Rd.	Redding	CA
598	6034	20250 Sherman Way	Canoga Park	CA
599	6035	9824 Flair Dr.	El Monte	CA
600	6036	13142 Goldenwest	Westminster	CA
601	6038	12424 Los Osos Rd.	San Luis Obispo	CA
602	6041	7249 Village Pkwy.	Dublin	CA
603	6043	2101 Tully Rd.	Modesto	CA
604	6044	3147 Senter Rd.	San Jose	CA
605	6050	790 N. Shoreline Blvd.	Mountain View	CA
606	6051	1245 W. Main St.	El Cajon	CA
607	6052	539 E. Redlands Blvd.	Redlands	CA
608	6059	2686 Pleasant Hill Rd.	Pleasant Hill	CA
609	6060	21452 Brookhurst	Huntington Beach	CA
610	6061	593 N. Mollison Ave.	El Cajon	CA
611	6063	22004 Clarendon St.	Woodland Hills	CA
612	6064	3611 S. Mooney Blvd.	Visalia	CA
613	6066	490 Pacific Coast Hwy.	Seal Beach	CA
614	6071	3414 S. Main St.	Santa Ana	CA
615	6072	1575 Landess Ave.	Milpitas	CA
616	6073	2300 Westborough Blvd.	South San Francis	CA
617	6075	779 W. San Ysidro Blvd.	San Ysidro	CA
618	6078	4700 Madison Ave.	Sacramento	CA
619	6079	3901 Riverdale Ave.	Anaheim	CA
620	6080	85 E. Louis Ave.	Lathrop	CA
621	6083	3296 El Cajon Blvd.	San Diego	CA
622	6084	14903 Victory Blvd.	Van Nuys	CA
623	6085	1222 E. First St.	Santa Ana	CA
624	6086	301 E. San Ysidro Blvd.	San Ysidro	CA
625	6087	828 Silver Spur Rd.	Rolling Hill Estates	CA
626	6091	1697 S. Wolfe Rd.	Sunnyvale	CA
627	6095	2329 N. Texas St.	Fairfield	CA
628	6100	25775 S. Patterson Pass	Tracy	CA
629	6101	2336 Highland Ave.	National City	CA
630	6105	795 Rio Del Mar	Aptos	CA
631	6106	2402 Cascade Blvd.	Redding	CA
632	6109	3201 W. Valley Blvd.	Alhambra	CA
633	6110	1201 E. Imperial Hwy.	Placentia	CA
634	6111	10625 N. Deanza Blvd.	Cupertino	CA
635	6113	785 E. Stanley Blvd.	Livermore	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

636	6116	17520 Brookhurst St.	Fountain Valley	CA
637	6119	25 W. Tierra Rejada Rd.	Simi Valley	CA
638	6126	2430 S. Euclid Ave.	Ontario	CA
639	6128	4498 Clairmont Mesa Blvd.	San Diego	CA
640	6129	21313 S. Avalon	Carson	CA
641	6131	3201 Harbor Blvd.	Costa Mesa	CA
642	6132	2445 E. Ball Rd.	Anaheim	CA
643	6133	800 Palomar St.	Chula Vista	CA
644	6135	3969 Cameron Park Dr.	Cameron Park	CA
645	6136	1200 Geneva Ave.	San Francisco	CA
646	6138	495 Telegraph Canyon Rd.	Chula Vista	CA
647	6139	880 E. Hillsdale Blvd.	Foster City	CA
648	6143	3704 Cahuenga Blvd.	North Hollywood	CA
649	6144	1240 E. Washington St.	Colton	CA
650	6146	725 N. Second St.	El Cajon	CA
651	6147	2015 Winchester Blvd.	Campbell	CA
652	6148	5131 Shattuck Ave.	Oakland	CA
653	6149	15750 E. Leffingwell	Whittier	CA
654	6150	2101 Rosamond Blvd./Box 2095	Rosamond	CA
655	6152	24018 Lyons Ave.	Newhall	CA
656	6153	5200 E. Whittier Ave.	Los Angeles	CA
657	6157	1401 Second St.	San Rafael	CA
658	6158	4205 Pacific Coast Hwy.	Torrance	CA
659	6159	6140 Greenback Ln.	Citrus Heights	CA
660	6160	13361 Harbor Blvd.	Garden Grove	CA
661	6161	210 N. Golden State Blvd.	Turlock	CA
662	6166	2410 W. Broadway	Needles	CA
663	6168	222 Jibboom St.	Sacramento	CA
664	6169	1411 E. Del Amo Blvd.	Carson	CA
665	6171	23510 Crenshaw Blvd.	Torrance	CA
666	6176	1001 E. Amar Rd.	West Covina	CA
667	6177	18180 Prairie Ave.	Torrance	CA
668	6178	3949 E. Dennison Ave.	Los Angeles	CA
669	6179	26409 Sierra Hwy.	Newhall	CA
670	6180	44407 Tenth St.	Lancaster	CA
671	6182	10121 N. Foothill Blvd.	Cupertino	CA
672	6185	5898 Mission St.	San Francisco	CA
673	6188	4421 Florin Rd.	Sacramento	CA
674	6189	13460 E. Firestone Blvd.	Santa Fe Springs	CA
675	6191	17502 Goldenwest Ave.	Huntington Beach	CA
676	6192	650 N. Arneill Rd.	Camarillo	CA
677	6195	9320 Mira Mesa Blvd.	San Diego	CA
678	6196	2519 Coffee Rd.	Modesto	CA
679	6200	125 N. Rancho Santa Fe Rd.	San Marcos	CA
680	6201	40077 Mission Blvd.	Fremont	CA
681	6206	43500 Grimmer Blvd.	Fremont	CA
682	6208	20650 S. Tracy Ave.	Buttonwillow	CA
683	6218	4203 Ming Ave.	Bakersfield	CA
684	6221	12100 Ramona Ave.	Chino	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

685	6227	702 W. 2nd St.	San Bernardino	CA
686	6228	2747 Pinole Valley Rd.	Pinole	CA
687	6300	1129 N. Beale Rd.	Linda	CA
688	6301	5540 Bridgehead	Oakley	CA
689	6305	40212 Winchester	Temecula	CA
690	6306	32975 Monterey Ave.	Thousand Palms	CA
691	6313	1100 S. Main St.	Manteca	CA
692	6315	1403 S. Santa Fe	Vista	CA
693	6318	13660 Bear Valley	Victorville	CA
694	6322	101 E. Glenwood Ave.	Turlock	CA
695	6323	3501 Northgate Blvd.	Sacramento	CA
696	6328	465 W. Foothill	Glendora	CA
697	6335	4855 St. Hwy. 99	Stockton	CA
698	6341	15730 Roy Rogers	Victorville	CA
699	6345	2624 E. Alessandro Blvd.	Riverside	CA
700	6347	2430 Joe Pombo Pkwy.	Tracy	CA
701	6349	100 Montara Rd.	Barstow	CA
702	6351	1201 Ysabel Ave.	Paso Robles	CA
703	6353	3125 California Ave.	Bakersfield	CA
704	6356	2301 F. St.	Bakersfield	CA
705	6365	2898 W. Rialto Ave.	Rialto	CA
706	6367	4074 Phelan Rd.	Phelan	CA
707	6376	450 W. El Norte Pkwy.	Escondido	CA
708	6377	12117 Palmdale Rd.	Victorville	CA
709	6502	12775 Palm Dr.	Desert Hot Springs	CA
710	9501	3601 Slauson	Maywood	CA
711	9502	8440 Long Beach Blvd.	South Gate	CA
712	9503	2330 E. 7th St.	Long Beach	CA
713	9504	12202 South St.	Artesia	CA
714	9505	998 E. Anaheim	Long Beach	CA
715	9507	3831 Florence Ave.	Bell	CA
716	9508	1700 W. Whittier	Montebello	CA
717	9509	3302 Del Mar Ave.	Rosemead	CA
718	9510	3680 San Fernando Rd.	Glendale	CA
719	9511	120 E. Imperial	Brea	CA
720	9512	2016 W. 17th	Santa Ana	CA
721	9513	6800 Lankershim	North Hollywood	CA
722	9514	1108 Grand Ave.	Covina	CA
723	9515	1049 E. Garvey	Monterey Park	CA
724	9516	5706 E. Florence Ave.	Bell Gardens	CA
725	9517	10801 Santa Monica Blvd.	Los Angeles	CA
726	9518	6601 Florence Ave.	Bell Gardens	CA
727	9519	3100 Los Coyotes	Long Beach	CA
728	9520	2800 E. Foothill	Pasadena	CA
729	9521	13444 Telegraph	Whittier	CA
730	9522	3550 Rosecrans	Hawthorne	CA
731	9523	1818 Hacienda	La Puente	CA
732	9524	3296 E. St.	San Bernardino	CA
733	9525	3541 Cesar Chavez	East Los Angeles	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

734	9526	3981 Whittier	East Los Angeles	CA
735	9527	1800 E. Rosecrans	Compton	CA
736	9528	7352 E. Rosecrans	Paramount	CA
737	9529	887 Ventura	Ventura	CA
738	9530	5175 Melrose	Los Angeles	CA
739	9531	1465 S. Winchester	San Jose	CA
740	9532	700 Avocado Rd.	El Cajon	CA
741	9533	1092 E. Washington Ave.	El Cajon	CA
742	9534	10601 Magnolia	North Hollywood	CA
743	9535	3400 San Pablo	Oakland	CA
744	9536	25225 Mission	Hayward	CA
745	9537	10050 Laurel Canyon	Pacoima	CA
746	9538	12158 Alondra	Norwalk	CA
747	9539	2937 E. Chapman	Orange	CA
748	9540	3010 Union Ave.	San Jose	CA
749	9541	207 A St.	Hayward	CA
750	9543	7594 University	La Mesa	CA
751	9544	3101 El Segundo	Hawthorne	CA
752	9545	2214 N. Broadway	Los Angeles	CA
753	9546	14360 Francisquito	La Puente	CA
754	9547	2698 E. South St.	Long Beach	CA
755	9548	23900 Avalon	Carson	CA
756	9549	14121 Newport	Tustin	CA
757	9550	291 S. Tustin	Orange	CA
758	9551	280 E. Foothill	Rialto	CA
759	9552	782 N. Mountain	Upland	CA
760	9553	1510 Garey	Pomona	CA
761	9554	1025 W. Anaheim	Wilmington	CA
762	9555	304 N. Magnolia	Anaheim	CA
763	9556	17475 Brockhurst	Fountain Valley	CA
764	9557	16851 Sherman Way	Van Nuys	CA
765	9558	103 E. Alostia	Glendora	CA
766	9559	7908 Winter Gardens	El Cajon	CA
767	9560	2503 Imperial	San Diego	CA
768	9561	833 Turquoise	San Diego	CA
769	9562	978 Cuyamaca	El Cajon	CA
770	9563	1890 Palm	San Diego	CA
771	9564	6404 Mission Gorge	San Diego	CA
772	9565	801 Roosevelt	National City	CA
773	9566	1606 Plaza	National City	CA
774	9567	9811 Mission Gorge	Santee	CA
775	9568	401 Telegraph Rd.	Chula Vista	CA
776	9569	1734 Highland	National City	CA
777	9570	1139 Harbison	National City	CA
778	9571	4330 Orange	San Diego	CA
779	9572	1484 E. Washington	El Cajon	CA
780	9573	1525 N. Magnolia Ave.	El Cajon	CA
781	9574	9009 Carlton Hills	Santee	CA
782	9575	1551 Rosecrans	San Diego	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

783	9576	4202 Clairmont Mesa Blvd.	San Diego	CA
784	9577	489 W. Main St.	El Cajon	CA
785	9578	9600 Murray	La Mesa	CA
786	9579	434 W. 5th	Escondido	CA
787	9580	6311 Imperial	San Diego	CA
788	9581	9090 Glenoaks	Sun Valley	CA
789	9582	10120 Central	Montclair	CA
790	9583	600 E. Rosecrans	Los Angeles	CA
791	9584	8606 Reseda Blvd.	Northridge	CA
792	9587	6757 Laurel Canyon	North Hollywood	CA
793	9588	11870 Roscoe Blvd.	Sun Valley	CA
794	9589	799 19th	Costa Mesa	CA
795	9590	20055 Vanowen	Canoga Park	CA
796	9591	8863 Lakewood	Downey	CA
797	9592	8600 Woodman	Pacoima	CA
798	9593	1539 Standard	Santa Ana	CA
799	9594	751 Baker	Costa Mesa	CA
800	9595	9108 Campo Rd.	Spring Valley	CA
801	9596	7974 University	La Mesa	CA
802	9597	1401 Hilltop	Chula Vista	CA
803	9598	633 Birmingham Rd.	Cardiff	CA
804	9599	3860 Old Town	San Diego	CA
805	9600	1250 N. Wilson Way	Stockton	CA
806	9601	1256 E. Julian	San Jose	CA
807	9602	13435 Bowman Rd.	Auburn	CA
808	9603	2505 Towne	Pomona	CA
809	9604	7510 Orangethorpe	Buena Park	CA
810	9605	5025 W. Sunset	Los Angeles	CA
811	9606	1706 S. Gaffey St.	San Pedro	CA
812	9607	11890 S. Hawthorne Blvd.	Hawthorne	CA
813	9608	11259 S. Vermont	Los Angeles	CA
814	9609	197 E. Hwy 246	Buellton	CA
815	9610	4069 State St.	Santa Barbara	CA
816	9611	231 N. Milipias St.	Santa Barbara	CA
817	9612	795 Ventura	Oak View	CA
818	9613	1501 Gonzales Rd.	Oxnard	CA
819	9614	1715 Thousand Oaks Blvd.	Thousand Oaks	CA
820	9615	29145 Heathercliff	Malibu	CA
821	9617	706 E. Los Angeles	Simi Valley	CA
822	9618	1356 N. Erringer	Simi Valley	CA
823	9619	2211 Tapo St.	Simi Valley	CA
824	9620	10259 Topanga Blvd.	Chatsworth	CA
825	9622	6310 Fallbrook	Woodland Hills	CA
826	9623	22406 Ventura Blvd.	Woodland Hills	CA
827	9624	6039 Reseda Blvd.	Tarzana	CA
828	9625	8255 Winnetka	Canoga Park	CA
829	9626	15705 Nordhoff	North Hills	CA
830	9627	10101 Balboa Blvd.	Granada Hills	CA
831	9628	11454 Balboa Blvd.	Granada Hills	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

832	9629	15508 Devonshire	Mission Hills	CA
833	9630	12957 Van Nuys	Pacoima	CA
834	9631	6000 Canoga Ave.	Woodland Hills	CA
835	9632	8050 Van Nuys	Panorama City	CA
836	9633	14114 Vanowen	Van Nuys	CA
837	9634	6810 Sepulveda	Van Nuys	CA
838	9635	12500 Ventura Blvd.	Studio City	CA
839	9636	2354 E. Palmdale Blvd.	Palmdale	CA
840	9637	4406 Adams	Los Angeles	CA
841	9639	7564 Santa Monica	Los Angeles	CA
842	9640	8770 W. Olympic	Los Angeles	CA
843	9642	2555 Lincoln Blvd.	Santa Monica	CA
844	9643	11304 Culver Blvd.	Los Angeles	CA
845	9645	4130 W. Century	Inglewood	CA
846	9646	1403 Century	Los Angeles	CA
847	9647	5038 El Segundo	Hawthorne	CA
848	9648	5230 Rosecrans	Hawthorne	CA
849	9649	2730 Marine	Redondo Beach	CA
850	9650	4015 Redondo Beach Blvd.	Lawndale	CA
851	9651	16515 Hawthorne Blvd.	Lawndale	CA
852	9652	1131 Pacific Coast Hwy.	Hermosa Beach	CA
853	9653	4925 Torrance	Torrance	CA
854	9654	1890 Pacific Coast Highway	Redondo Beach	CA
855	9655	22620 Western Ave.	Torrance	CA
856	9656	302 S. Pacific	San Pedro	CA
857	9657	18523 S. Avalon	Carson	CA
858	9658	22309 S. Main	Carson	CA
859	9659	11025 Paramount Blvd.	Downey	CA
860	9660	8010 Imperial Hwy.	Downey	CA
861	9661	9853 Long Beach Blvd.	South Gate	CA
862	9662	2581 E. Stauson	Huntington Beach	CA
863	9663	2251 N. Figueroa	Los Angeles	CA
864	9664	1205 S. Alvarado	Los Angeles	CA
865	9665	1386 E. Las Tunas	San Gabriel	CA
866	9667	5756 Whittier	East Los Angeles	CA
867	9669	5923 Rosemead	Pico Rivera	CA
868	9670	10808 Lakewood Blvd.	Downey	CA
869	9671	4258 N. Main	Baldwin Park	CA
870	9672	15602 San Bernardino	West Covina	CA
871	9673	460 S. Workman Mill Rd.	City of Industry	CA
872	9675	101 E. Whittier Blvd.	La Habra	CA
873	9676	718 S. Brea	Brea	CA
874	9677	2351 E. Orangethorpe	Fullerton	CA
875	9678	362 N. Azusa	La Puente	CA
876	9679	447 S. Azusa	La Puente	CA
877	9681	857 E. Arrow Highway	Glendora	CA
878	9682	539 E. Foothill	Pomona	CA
879	9683	1693 N. Garey	Pomona	CA
880	9684	2475 S. Garey	Pomona	CA



**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

881	9686	12345 Central	Chino	CA
882	9687	9690 N. Central	Montclair	CA
883	9688	1054 W. Mission	Ontario	CA
884	9689	808 N. Mountain	Ontario	CA
885	9690	475 N. Mountain	Upland	CA
886	9691	775 W. Foothill	Upland	CA
887	9692	9888 Foothill	Rancho Cucamonga	CA
888	9693	16090 Foothill	Fontana	CA
889	9694	8127 Mulberry Ave.	Fontana	CA
890	9695	111 W. Valley	Rialto	CA
891	9696	247 E. 40th St.	San Bernardino	CA
892	9697	2187 W. Highland Ave.	San Bernardino	CA
893	9698	995 W. Highland	San Bernardino	CA
894	9699	25717 E. Baseline	San Bernardino	CA
895	9700	16337 Main	Hesperia	CA
896	9701	15445 Palmdale Rd.	Victorville	CA
897	9702	1400 E. Main	Barstow	CA
898	9703	2181 W. Main	Barstow	CA
899	9704	18083 Foothill	Fontana	CA
900	9705	1735 W. 6th	Corona	CA
901	9706	624 W. 6th	Corona	CA
902	9707	1205 S. Main	Corona	CA
903	9708	2600 Hamner Ave.	Norco	CA
904	9709	611 N. Main	Corona	CA
905	9710	4930 Van Buren	Riverside	CA
906	9711	3399 Van Buren	Riverside	CA
907	9712	3570 Central	Riverside	CA
908	9713	4395 Market St.	Riverside	CA
909	9714	1294 University	Riverside	CA
910	9715	1945 Tippecanoe	San Bernardino	CA
911	9716	902 Orange	Redlands	CA
912	9717	34696 Yucaipa	Yucaipa	CA
913	9718	22990 Alessandro	Moreno Valley	CA
914	9719	401 E. Sixth St.	Beaumont	CA
915	9720	56888 29 Palms Hwy.	Yucca Valley	CA
916	9721	268 E. 4th	Perris	CA
917	9722	2105 E. Florida	Hemet	CA
918	9723	24991 Sunnymead	Moreno Valley	CA
919	9725	2811 W. Lincoln	Anaheim	CA
920	9726	300 S. Brookhurst	Anaheim	CA
921	9727	2101 S. Harbor	Anaheim	CA
922	9728	2800 W. Bail Rd.	Anaheim	CA
923	9729	11500 Beach	Stanton	CA
924	9730	727 S. East St.	Anaheim	CA
925	9731	3101 E. La Palma	Anaheim	CA
926	9732	2493 N. Tustin	Orange	CA
927	9733	825 W. Katella	Orange	CA
928	9734	6311 Westminster Ave.	Westminster	CA
929	9735	13501 Magnolia	Garden Grove	CA

**EXHIBIT G**  
**LIST OF CALIFORNIA ARCO STATIONS CURRENTLY OWNED OR LEASED BY ARCO**

930	9736	13511 Euclid	Garden Grove	CA
931	9738	2730 W. McFadden	Santa Ana	CA
932	9739	2940 N. Bristol	Santa Ana	CA
933	9740	801 N. Bristol	Santa Ana	CA
934	9741	324 S. Grand	Santa Ana	CA
935	9742	15501 Edwards St.	Huntington Beach	CA
936	9743	18520 Brookhurst	Fountain Valley	CA
937	9744	18975 Magnolia	Fountain Valley	CA
938	9745	19971 Beach	Huntington Beach	CA
939	9746	2021 Newport	Costa Mesa	CA
940	9747	590 S. Pacific Coast Hwy.	Laguna Beach	CA
941	9748	590 Camino De Estrella	San Clemente	CA
942	9749	802 N. Coast	Oceanside	CA
943	9750	2505 Morena	San Diego	CA
944	9751	1902 Sunset Cliffs	Ocean Beach	CA
945	9752	3255 University	San Diego	CA
946	9755	1185 Palm	Imperial Beach	CA
947	9756	6901 Federal	Lemon Grove	CA
948	9757	8787 Lake Murray	San Diego	CA
949	9758	398 El Cajon Blvd.	El Cajon	CA
950	9759	900 E. Broadway	El Cajon	CA
951	9760	12109 Woodside	Lakeside	CA
952	9761	9393 Kearney Mesa	San Diego	CA
953	9762	444 Imperial	Calxico	CA

**EXHIBIT H**  
**Summary Of Consent Judgment**

The People of the State of California (State) and Atlantic Richfield Company and Prestige Stations Inc. (collectively, ARCO) have agreed to settle an investigation of underground storage tank systems (USTs) owned or leased by Atlantic Richfield Company and/or operated by Prestige Stations Inc. by entering into a Consent Judgment. The State's investigation detected single walled non-fiberglass components that the State alleges were prohibited for use in USTs after December 22, 1998 at 59 ARCO stations. ARCO denies the State's allegations. ARCO cooperated with the State in connection with this investigation.

Under the Consent Judgment, ARCO agreed to pay a total of \$25 million dollars, including \$21,140,000 dollars for civil penalties, \$860,000 for the costs of investigation, and \$3,000,000 for special environmental projects. The State will credit \$20,800,000 dollars to ARCO for its work to improve its USTs in ways that are not required by law.

In addition, ARCO agreed to undertake several tasks. (Unless otherwise specified, these obligations terminate on January 1, 2004.) First, ARCO agreed to give advance notice to the State Water Resources Control Board (State Board) and applicable local agencies before conducting work that will expose components of a UST at ARCO stations, subject to specified exceptions. This requirement will be in effect until December 31, 2002, with a renewal option by the State Board. The State Board, Cal/EPA and any applicable local agency are entitled to access for reasonable inspections at any station where ARCO has provided this notice.

Second, although ARCO does not believe it has any USTs that have single-walled components that are non-compliant with upgrade requirements or that have wrapped single-walled non-fiberglass main product piping, ARCO agreed to cease delivery or storage of motor vehicle fuel or waste petroleum products in such USTs (if any) and to replace the UST component at issue to the satisfaction of the applicable local agency. If ARCO discovers any compliant single-walled components (or fiber trench systems) at its stations, ARCO will replace the single-walled components with double-wall components within six months. Every nine months, ARCO will inspect USTs with swing joints, flex joints, or transition product pipes installed after January 1, 1984 that have a boot as part of a monitored, secondary containment system and are connected to either a shear valve under a dispenser or to a turbine pump. ARCO will remove any soil or backfill in contact with piping above such boots, after getting the approval of the relevant regulatory agencies. This obligation is not applicable to USTs with under-dispenser containment or containment sumps, although ARCO will remove any soil or backfill found in such containment. ARCO will also address at its stations any non-fiberglass manway covers, and any vapor pots that collect condensate that forms in vapor recovery lines, installed after January 1, 1984, to the satisfaction of the applicable local agency.

Finally, ARCO has specified reporting obligations to the State. ARCO has also agreed to withdraw certain applications to the UST Cleanup Fund (which may then be resubmitted). Non-compliance with the tasks described above may subject ARCO to stipulated penalties.

The Consent Judgment is a final settlement of all claims that were or could have been raised in the complaint filed by the State in this matter, which alleged violations of specified UST upgrade requirements and related claims at 59 stations, and alleged operational non-compliances at three San Francisco stations. The State will not pursue any further civil claims arising out of specified causes of action. The Court retains exclusive jurisdiction over any future claims of the sort brought in the complaint against specified facilities. ARCO and the State believe that the Consent Judgment fulfills the State's enforcement objectives and is in the best interest of the general public.

CONSENT JUDGMENT FOR CIVIL PENALTIES AND INJUNCTIVE RELIEF

1 CASE NAME: PEOPLE v. ATLANTIC RICHFIELD COMPANY, et al.  
2 CASE NUMBER: 409-327

3 **CERTIFICATE OF SERVICE**

4 I, CATHY McCARTHY, declare that:

5 I am a citizen of the United States, over the age of 18 years and not a party to the within  
6 entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza  
7 Building, 1390 Market Street, Sixth Floor, San Francisco, California 94102.

8 On June 19, 2002, I served the following documents:

9 CONSENT AGREEMENT AND STIPULATION FOR ENTRY OF FINAL  
10 JUDGMENT; (PROPOSED) ORDER

11 on the following parties:

12 James R. Asperger, Esq.  
13 O'MELVENY & MYERS LLP  
14 400 South Hope Street  
15 Los Angeles, CA 90071-2809

16  **BY MAIL:** I caused true and correct copies of the above documents, by following  
17 ordinary business practices, to be placed and sealed in envelope(s) addressed to the  
18 addressee(s), at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390  
19 Market Street, City and County of San Francisco, California, 94102, for collection and  
20 mailing with the United States Postal Service, and in the ordinary course of business,  
21 correspondence placed for collection on a particular day is deposited with the United  
22 States Postal Service that same day.

23 I declare under penalty of perjury under the laws of the State of California that the  
24 foregoing is true and correct and that this declaration was executed on June 19, 2002, at San  
25 Francisco, California.

26   
27 CATHY McCARTHY  
28