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IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

STATE OF CALIFORNIA,

Plaintiff,

v.

ALBERTSON'S, INC., a Delaware  
corporation, and  
AMERICAN STORES COMPANY, a  
Delaware corporation,

Defendants.

Civil Action No. SACV 99-825 DOC (ANx)

FINAL JUDGMENT AND  
CONSENT DECREE

Plaintiff, the State of California, filed its Complaint herein and defendants, Albertson's, Inc. ("Albertson's"), and American Stores Company ("ASC") were duly served with copies of the Summons and Complaint. Albertson's and ASC, by and through their attorneys, have consented to the entry of this Final Judgment and Consent Decree without trial or adjudication of

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JUN 25 1999

CLERK, U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION AT SANTA ANA

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U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY:

1 any issue of fact or law herein and have waived notice of presentation of this Final Judgment and  
2 Consent Decree. This Final Judgment and Consent Decree does not constitute any evidence  
3 against or an admission by any party with respect to any issue of law or fact herein, other than  
4 the jurisdictional facts alleged in the Complaint.

5 WHEREAS, the State of California, through its Attorney General, has determined that the  
6 merger of ASC and Albertson's is unlawful, in violation of federal antitrust laws and state unfair  
7 competition laws;

8 WHEREAS, Albertson's and ASC do not admit and continue to deny such transaction is  
9 unlawful;

10 WHEREAS, the State of California and Albertson's and ASC wish to avoid litigation and  
11 to resolve the controversy on mutually acceptable terms;

12 WHEREAS, Albertson's and ASC have agreed to be bound by the provisions of this  
13 Final Judgment and Consent Decree and there is no just reason for delay in its entry;

14 WHEREAS, prompt and certain divestiture of certain assets is an essential element of this  
15 agreement and the parties intend that Albertson's and ASC divest these assets as viable  
16 supermarkets to ensure the assets will remain competitive, viable and on-going; and

17 WHEREAS, Albertson's and ASC have represented to the State of California that they  
18 can comply with the obligations set forth in this Final Judgment and Consent Decree and full  
19 relief as provided in this Final Judgment and Consent Decree can be accomplished;

20 NOW, THEREFORE, before the taking of any testimony, and without trial or  
21 adjudication of any issue of fact or law herein, and upon consent of the parties hereto, IT IS  
22 HEREBY ORDERED, ADJUDGED, AND DECREED as follows:  
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I.

JURISDICTION

This Court has jurisdiction over the subject matter of this action and over each of the parties hereto. The Complaint states a claim upon which relief may be granted against Albertson's and ASC under Section 1 of the Sherman Act (15 U.S.C. § 1), Section 7 of the Clayton Act, as amended (15 U.S.C. § 18), and California Business and Professions Code section 17200 *et seq.* The Attorney General for the State of California, Bill Lockyer, has authority to bring this action pursuant to Section 16 of the Clayton Act (15 U.S.C. § 26) and California Business and Professions Code sections 17204 and 17206.

II.

DEFINITIONS

As used in this Final Judgment and Consent Decree:

A. "Acquirer" means Ralphs, Stater, Vons, Certified and/or any other entity or entities approved by the Attorney General of the State of California to acquire the Divestiture Assets pursuant to this Final Judgment and Consent Decree.

B. "Albertson's" means Albertson's, Inc., its directors, officers, employees, agents and representatives, predecessors, successors, and assigns, and its subsidiaries, divisions, groups and affiliates controlled by Albertson's, and the respective directors, officers, employees, agents, and representatives, successors, and assigns of each.

C. "ASC" means American Stores Company, its directors, officers, employees, agents and representatives, predecessors, successors, and assigns, and its subsidiaries, divisions, groups and affiliates controlled by ASC, and the respective directors, officers, employees, agents, and representatives, successors, and assigns of each.

1 D. "Certified" means Certified Grocers, a corporation organized, existing and  
2 doing business under and by virtue of the laws of the State of California, with its principal place  
3 of business located at 2601 S. Eastern Avenue, Los Angeles, California 90040 and its  
4 subsidiaries, affiliates, and the directors, officers, employees, agents, and representatives,  
5 successors, and assigns of each.

6 E. "Certified Agreement" means the Asset Purchase Agreement between  
7 Certified and Albertson's executed as of May 8, 1999, and as amended as of May 25, 1999 and  
8 as of May 28, 1999, for the divestiture by defendants to Certified of the Divestiture Assets listed  
9 in Appendix D.

10 F. "Certified Divestiture Period" shall mean ninety (90) days after the date of  
11 the consummation of the defendants' merger.

12 G. "Commission" means the Federal Trade Commission.

13 H. "Defendants" means Albertson's and ASC.

14 I. "Divestiture Assets" means the operating supermarkets and land sites  
15 identified in Appendices A through D attached to this Final Judgment and Consent Decree and  
16 all assets, leases, properties, permits (to the extent transferable), businesses and goodwill,  
17 tangible and intangible, related to or utilized in the supermarket business operated at those  
18 locations, but shall not include any of Albertson's or ASC's trade marks, trade dress, service  
19 marks or trade names.

20 J. "Ralphs" means Ralphs Grocery Company, a subsidiary of The Yucaipa  
21 Companies, a corporation organized, existing and doing business under and by virtue of the laws  
22 of the State of Delaware, with its principal place of business located at 1100 W. Artesia  
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1 Boulevard, Compton, California 90220 and its subsidiaries, affiliates, and the directors, officers,  
2 employees, agents, and representatives, successors, and assigns of each.

3 K. "Ralphs Agreement" means the Asset Purchase Agreement between  
4 Ralphs and Albertson's executed as of May 14, 1999, for the divestiture by defendants to Ralphs  
5 of the Divestiture Assets listed in Appendix A.

6 L. "Ralphs Divestiture Period" shall mean one hundred twenty (120) days  
7 after the date of the consummation of the defendants' merger.

8 M. "Stater" means Stater Bros. Inc., a subsidiary of Stater Brothers Holdings,  
9 a corporation organized, existing and doing business under and by virtue of the laws of the State  
10 of Delaware, with its principal place of business located at 21700 Barton Road, Colton,  
11 California 92324 and its subsidiaries, affiliates, and the directors, officers, employees, agents,  
12 and representatives, successors, and assigns of each.

13 N. "Stater Agreement" means the Asset Purchase Agreement between Stater  
14 and Albertson's executed as of May 7, 1999, for the divestiture by defendants to Stater of the  
15 Divestiture Assets listed in Appendix B.

16 O. "Stater Divestiture Period" shall mean eighty five (85) days after the date  
17 of the consummation of the defendants' merger.

18 P. "Supermarket" means a full-line retail grocery store: (a) that carries a  
19 variety of food and grocery items in particular product categories in standard consumer sizes,  
20 including the following: bakery goods, dairy products, refrigerated and frozen foods and  
21 beverages, fresh and prepared meats and poultry, produce, beverages, shelf-stable foods, staple  
22 food stuffs (such as flour, sugar, coffee and tea) and non-food grocery items (such as soaps,  
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1 detergents, paper goods and health and beauty aids); and (b) that has over \$2,000,000 in annual  
2 sales.

3 Q. "Third Party Consents" means all consents from any other person,  
4 including all landlords, that are necessary to effect the complete transfer to the acquirer of a  
5 Divestiture Asset.

6 R. "Vons" means The Vons Companies, Inc., a division of Safeway, Inc., a  
7 corporation organized, existing and doing business under and by virtue of the laws of the State of  
8 Delaware, with its principal place of business located at 618 Michillinda Avenue, Arcadia,  
9 California 91007 and its parents, subsidiaries, affiliates, and the directors, officers, employees,  
10 agents, and representatives, successors, and assigns of each.

11 S. "Vons Agreement" means the Asset Purchase Agreement between Vons  
12 and Safeway, Inc., parent of Vons, and Albertson's, executed as of April 30, 1999, for the  
13 divestiture by defendants to Vons of the Divestiture Assets listed on Appendix C.

14 T. "Vons Divestiture Period" shall mean: (a) for the Appendix C Divestiture  
15 Asset supermarkets (except Albertson's store 667), thirty (30) days after the date of the  
16 consummation of defendants' merger; and (b) for the Appendix C Divestiture Asset land site  
17 Albertson's store no. 628 and for the Appendix C Divestiture Asset supermarket Albertson's  
18 store 667, sixty (60) days after the date of the consummation of the defendants' merger.  
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III.

APPLICABILITY

A. The provisions of this Final Judgment and Consent Decree apply to defendants, their successors and assigns, their subsidiaries, affiliates, directors, officers, managers, agents, representatives and employees, and all other persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment and Consent Decree by personal service or otherwise.

B. Nothing herein shall suggest that any portion of this Final Judgment and Consent Decree is or has been created for the benefit of any third party and nothing herein shall be construed to provide any rights to third parties.

C. This Final Judgment and Consent Decree is for settlement purposes only and does not constitute an admission by defendants that the law has been violated as alleged in the Complaint here attached, or that the facts as alleged in the Complaint, other than jurisdictional facts, are true.

IV.

DIVESTITURE OF ASSETS

A. Defendants are hereby ordered and directed to divest absolutely, and in good faith: (a) the Divestiture Assets set forth in Appendix A to Ralphs, in accordance with the Ralphs Agreement (which agreement shall not be construed to vary or contradict the terms of this Final Judgment and Consent Decree), except as provided in paragraph IV.L, within the Ralphs Divestiture Period; (b) the Divestiture Assets set forth in Appendix B to Stater, in accordance with the Stater Agreement (which agreement shall not be construed to vary or contradict the terms of this Final Judgment and Consent Decree, within the Stater Divestiture Period; (c) the Divestiture Assets set forth in Appendix C to Vons in accordance with the Vons Agreement (which agreement shall not be construed to vary or contradict the terms of this Final Judgment

1 and Consent Decree) within the Vons Divestiture Period; and (d) the Divestiture Assets set forth  
2 in Appendix D to Certified, in accordance with the Certified Agreement (which agreement shall  
3 not be construed to vary or contradict the terms of this Final Judgment and Consent Decree)  
4 within the Certified Divestiture Period. Defendants will consummate their merger within five (5)  
5 business days after the applicable Hart-Scott-Rodino waiting period (15 U.S.C. §18(a)) is  
6 terminated or expires, provided that the defendants are not precluded by any injunction from  
7 consummating their merger. If any injunction is imposed, the defendants shall consummate their  
8 merger within five (5) business days after such injunction is lifted or removed.

9 B. The closing of the proposed divestiture transaction(s) listed above may be delayed  
10 for an additional period of time if approved in writing by plaintiff and if requested by the  
11 proposed acquirer(s) or by the defendants on behalf of the proposed acquirer(s), because of the  
12 proposed acquirer's need to obtain any regulatory approvals, financing or other requirements for  
13 closing of the proposed transactions or because of the acquirer's desire for additional time to  
14 facilitate building repair, environmental remediation, or remodeling.

15 C. In the event that (1) and/or (2) below occurs, the defendants shall have ninety (90)  
16 days from the date either event (1) or (2) occurs or the remainder of the time for completing that  
17 divestitures as specified in IV.A. whichever is greater to divest the Divestiture Assets to an  
18 acquirer and in a manner that both receive the plaintiff's prior approval: (1) the defendants enter  
19 an Agreement Containing Consent Order ("Consent Order") with the Commission relating to  
20 Transaction No. 98-0339 and the Commission orders rescission of one or more divestitures  
21 required by this Final Judgment and Consent Decree, provided that, if (a) defendants fully  
22 comply with this Final Judgment and Consent Decree but for a Commission order requiring the  
23 rescission of one or more specified divestiture(s); (b) within forty five (45) days after the  
24 Commission's order of rescission of the divestiture(s), the defendants submit to the plaintiff and  
to the Commission a complete application in support of the rescinded divestiture(s) which is



1 approved by the plaintiff; and (c) defendants certify to plaintiff, within ten (10) days of plaintiff's  
2 approval of a proposed acquirer and manner of divestiture, that the Commission, notwithstanding  
3 a timely and complete application by defendants has failed to approve the divestiture under the  
4 Commission's Consent Order, then the time in which the divestitures are to be made under the  
5 Paragraph IV.C.1, shall be extended by an additional sixty (60) days. During this sixty (60)  
6 days, the defendants shall exercise the utmost good faith and best efforts to resolve the concerns  
7 of the Commission; or (2) defendants have fully complied with all material covenants and  
8 conditions precedent under the Asset Purchase Agreement(s) but the proposed acquirer(s) does  
9 not consummate the proposed divestiture(s).

10 D. Prior to divesting each of the Divestiture Assets, defendants shall obtain all third  
11 party consents required for the conveyance of the Divestiture Assets.

12 E. The purpose of these divestitures is to ensure the continued use of the Divestiture  
13 Assets as supermarkets and to remedy the lessening of competition and the proposed act(s) or  
14 practice(s) of unfair competition resulting from the transaction as alleged in the plaintiff's  
15 Complaint.

16 F. In order to obtain the approval of a proposed acquirer or acquirers for any  
17 divestiture subject to Paragraph IV.C, defendants shall establish to the satisfaction of the  
18 Attorney General of the State of California: (1) that the acquirer(s) has the managerial,  
19 operational, and financial capability to compete effectively as a viable, ongoing retailer in the  
20 supermarket industry; (2) that the divestiture(s) is for the purpose of maintaining the level of  
21 competition among supermarket competitors in the relevant geographic markets set forth in  
22 plaintiff's Complaint; and (3) that the divestiture(s) will not adversely affect competition among  
23 supermarket competitors in the relevant geographic markets set forth in plaintiff's Complaint  
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1           G.       The Attorney General of the State of California's decision to approve or  
2 disapprove the acquirer of assets divested pursuant to Paragraph IV.C shall be based on the  
3 criteria set forth in Paragraph IV.F.

4           H.       Pending the divestiture of the Divestiture Assets, defendants shall maintain the  
5 viability, marketability, and competitiveness of the Divestiture Assets and shall not cause the  
6 wasting or deterioration of the Divestiture Assets, nor shall they cause the Divestiture Assets to  
7 be operated in a manner inconsistent with applicable laws, nor shall they sell, transfer, encumber  
8 or otherwise impair the viability, marketability or competitiveness of the Divestiture Assets.  
9 Defendants shall conduct or cause to be conducted the business of the Divestiture Assets in the  
10 regular and ordinary course and in accordance with past practice (including regular repair and  
11 maintenance efforts) and shall use their best efforts to preserve the existing relationship with  
12 each Divestiture Asset's suppliers, customers, employees, and others having business relations  
13 with the Divestiture Assets, in the ordinary course of the Divestiture Asset's business and in  
14 accordance with past practice. Defendants shall not terminate the operation of any Divestiture  
15 Asset supermarket. Defendants shall continue to maintain the inventory of each Divestiture  
16 Asset supermarket at levels and selection (e.g., stock keeping units) consistent with those  
17 maintained by defendants at such Divestiture Asset supermarket in the ordinary course of  
18 business, consistent with past practice. Defendants shall use their best efforts to keep business  
19 operations, physical facilities, working conditions, and a work force of equivalent size, training,  
20 and expertise associated with each Divestiture Asset supermarket. Included in the above  
21 obligations, defendants shall, without limitation: (1) maintain operations and departments and  
22 not reduce hours at each Divestiture Asset supermarket; (2) not transfer inventory from any  
23 Divestiture Asset supermarket other than in the ordinary course of business consistent with past  
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1 practice; (3) maintain each Divestiture Asset supermarket's books and records; (4) make any  
2 payment required to be paid under any contract or lease when due, and otherwise pay all  
3 liabilities and satisfy all obligations, in each case in a manner consistent with past practice; (5)  
4 not display any signs or conduct any advertising (e.g., direct mailing, point-of-purchase coupons)  
5 that indicates that defendants are moving their operations to another location, or that indicate that  
6 a Divestiture Asset supermarket will close; (6) not conduct any "going out of business," "close-  
7 out," "liquidation" or similar sales or promotions at or relating to any Divestiture Asset  
8 supermarket; and (7) not change or modify in any material respect the existing advertising  
9 practices, programs and policies for any Divestiture Asset supermarket, other than changes in the  
10 ordinary course of business consistent with past practice.

11 I. In accomplishing any divestiture pursuant to Paragraph IV.C, defendants shall  
12 make known to bona fide, prospective acquirers, by usual and customary means, the availability  
13 of the Divestiture Assets. Defendants shall provide a copy of the Final Judgment and Consent  
14 Decree to any person making inquiry regarding a possible purchase pursuant to Paragraph IV.C.  
15 Defendants shall also offer to furnish to any bona fide prospective acquirer, subject to customary  
16 confidentiality assurances, all customary and reasonably necessary information regarding the  
17 Divestiture Assets subject to Paragraph IV.C, except such information subject to attorney-client  
18 privilege or attorney work product immunity or other legally recognized privilege. Defendants  
19 shall make such information available to the plaintiff unless such information has already been  
20 previously provided to the plaintiff. Defendants shall permit bona fide prospective acquirers of  
21 the Divestiture Assets subject to Paragraph IV.C to have access to personnel and to make such  
22 inspection of physical facilities and any and all financial, operational, or other documents and  
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1 information as may be relevant to the divestiture required by this Final Judgment and Consent  
2 Decree, and is of a kind that is customarily provided in the sale of supermarkets.

3 J. Defendants shall take all reasonable steps to accomplish in an expeditious manner  
4 the divestitures contemplated by this Final Judgment and Consent Decree.

5 K. Beginning thirty (30) days from the date of entry of this Final Judgment and  
6 Consent Decree, and every thirty (30) days thereafter until the divestiture(s) has been completed  
7 or a trustee is appointed, defendants shall deliver to the Attorney General of the State of  
8 California a written report setting forth in detail the manner and form of compliance with  
9 Paragraph IV of the Final Judgment and Consent Decree. Each such report shall include, for  
10 each person who during the preceding thirty (30) days made an offer, expressed an interest or  
11 desire to acquire, entered into negotiations to acquire, or made an inquiry about acquiring any  
12 ownership interest in all or any portion of the Divestiture Assets subject to Paragraph IV.C, the  
13 name, address, and telephone number of that person and a detailed description of each contact  
14 with that person during that period, as well as written communications to and from each person,  
15 and all internal memoranda and all reports and recommendations concerning the divestiture,  
16 except such information subject to attorney-client privilege or attorney work product immunity  
17 or other legally recognized privilege. Defendants shall maintain full records of all efforts made to  
18 divest all or any portion of the Divestiture Assets subject to Paragraph IV.C.

19 L. Defendants shall divest to Ralphs their interest in Lucky store 273 in Atascadero  
20 (listed in the Appendix A Divestiture Assets) on the earlier of: (1) January 31, 2000; (2) within  
21 24 hours of the opening of Albertson's store 1690 (located on the SWC of El Camino Real and  
22 Curbrail, Atascadero, California); or (3) in the event Albertson's store 1690 opens for business  
23 during November or December, 1999, no later than November 5, 1999. Defendants shall divest  
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1 to Ralphs their interest in Lucky store 262 (located in Santa-Maria/Orcutt, California and listed  
2 in the Appendix A Divestiture Assets) on the earlier of: (1) within 24 hours of the opening of  
3 Albertson's store 1694 (located at the SEC of Clark and Bradley, Orcutt, California); (2)  
4 February 28, 2000; or (3) in the event Albertson's store 1694 opens for business during  
5 November or December, 1999, no later than November 5, 1999. The trade name of the  
6 Divestiture Assets to be divested by defendants pursuant to this Paragraph will be changed, if  
7 necessary, by September 1, 1999, to the same trade name as that to be used by the defendants in  
8 Albertson's store 1690 and Albertson's store 1694 located in Atascadero and Orcutt,  
9 respectively.

10 M. If it is necessary for any proposed acquirer(s) to file a Hart-Scott-Rodino  
11 Notification and Report Form ("HSR Form") in order to acquire any Divestiture Assets, then the  
12 defendants will expeditiously file the required HSR Form and, if the acquirer elects, the time  
13 period for the divestiture set forth in Paragraph IV.A as to that acquirer shall be extended by the  
14 number of days between the acquirer's filing of its HSR Form and the date that all waiting  
15 periods (or extensions thereof) under the Hart-Scott-Rodino Antitrust Improvements Act have  
16 expired or have been terminated.

17 V.

18 PRIOR APPROVAL AND PRIOR NOTICE

19 For a period of ten (10) years from the date this Final Judgment and Consent Decree is  
20 entered and provided that the defendants have consummated their merger, defendants shall not,  
21 directly or indirectly, through subsidiaries, partnerships, or otherwise, without providing advance  
22 written notification to plaintiff or without the prior approval of plaintiff where such interest is in  
23 a Divestiture Asset: (1) acquire any ownership or leasehold interest in any facility that has  
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1 operated as a supermarket within twelve (12) months prior to the date of such proposed  
2 acquisition in the counties or portions thereof identified in Appendix E; or (2) acquire any  
3 stock, share capital, equity, or other interest in any entity that owns any interest in or operates  
4 any supermarket or owned any interest in or operated any supermarket within twelve (12) months  
5 prior to such proposed acquisition in the counties or portions thereof identified in Appendix E.  
6 Provided, however, that advance written notification shall not apply to the construction of new  
7 facilities by defendants or the acquisition of or leasing of a facility that has not operated as a  
8 supermarket within twelve (12) months prior to defendants' offer to purchase or lease.  
9 Defendants shall provide written notification to plaintiff at least thirty (30) days prior to  
10 consummating any such transaction. If, within thirty (30) days after receiving such notice, the  
11 plaintiff makes a written request for additional information or documentary material, defendants  
12 shall not consummate the transaction until twenty (20) days after substantially complying with  
13 such request.

## 14 VI.

### 15 APPOINTMENT OF TRUSTEE

16 A. In the event that defendants have not divested the Divestiture Assets within the  
17 time periods provided in Paragraph IV and that time has not been extended by the plaintiff in  
18 writing, the plaintiff, shall have the right to apply to the Court to appoint a trustee who shall be  
19 responsible for effecting the divestiture of the remaining Divestiture Assets. The trustee shall be  
20 selected by the plaintiff and the Commission, if the Commission has a right to appoint a trustee  
21 pursuant to the Commission Consent Order, Transaction No. 98-0339. The trustee shall be  
22 selected subject to the consent of defendants, which consent shall not be unreasonably withheld.  
23 The trustee shall be a person with experience and expertise in acquisitions and divestitures. If  
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1 defendants have not opposed, in writing, including the reasons for opposing, the selection of any  
2 proposed trustee within ten (10) days after receipt of written notice by the plaintiff or the Court  
3 of the identity of any proposed trustee, defendants shall be deemed to have consented to the  
4 selection of the proposed trustee.

5 B. Within ten (10) days after appointment of the trustee, defendants shall execute a  
6 trustee agreement that, subject to the prior approval of the Court, transfers to the trustee all rights  
7 and powers necessary to permit the trustee to effect the divestitures required by this Final  
8 Judgment and Consent Decree.

9 C. The trustee shall have twelve (12) months from the date the trust agreement is  
10 approved to accomplish the divestiture. The Court, upon the Attorney General of the State of  
11 California's application, may extend the time period for divestiture, if, at the end of the twelve-  
12 month period, the trustee has submitted a plan of divestiture or believes the divestiture can be  
13 accomplished within a reasonable period of time. Plaintiff may apply to the Court to extend this  
14 period only two (2) times.

15 D. After the appointment of a trustee becomes effective, only the trustee shall have  
16 the right to divest the remaining Divestiture Assets. Unless the plaintiff otherwise consents in  
17 writing, the divestiture shall be made to an acquirer for whom it is demonstrated to the sole  
18 satisfaction of the plaintiff: (1) that the acquirer has the managerial, operational and financial  
19 capability to compete effectively as a viable, ongoing supermarket operator; (2) that the  
20 divestiture(s) is for the purpose of maintaining the level of competition among supermarket  
21 competitors in the relevant geographic markets set forth in plaintiff's Complaint; and (3) that the  
22 divestiture(s) will not adversely affect competition among supermarket competitors in the  
23 relevant geographic markets set forth in plaintiff's Complaint.  
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1           E.       The trustee shall have the power and authority to hire, at the cost and expense of  
2 defendants, any consultants, accountants, business brokers, appraisers, investment bankers,  
3 attorneys, or other agents or assistants as are necessary, in the judgment of the trustee, to carry  
4 out the trustee's duties and responsibilities. Subject to the obligations set forth in Paragraph VI.H  
5 herein and other fiduciary obligations, the trustee shall have the power and authority to  
6 accomplish the remaining divestiture at the earliest possible time to an acquirer or acquirers and  
7 shall have such other powers as this Court shall deem appropriate. Defendants shall not object to  
8 a sale by the trustee on any grounds other than: (1) the trustee's malfeasance; (2) gross  
9 negligence; (3) breach of fiduciary duty; (4) that the sale is contrary to the terms of this Final  
10 Judgment and Consent Decree; or (5) the Commission has failed to approve the divestiture(s)  
11 under the Commission's Consent Order. Any such objections by defendants must be conveyed  
12 in writing to the plaintiff and the trustee within ten (10) days after the trustee has provided the  
13 notice required under Paragraph VII.

14           F.       The trustee shall serve at the cost and expense of defendants on such reasonable  
15 and customary terms and conditions as the Court may prescribe, and shall account for all monies  
16 derived from the sale of the assets sold by the trustee and all costs and expenses so incurred.  
17 After approval by the Court of the trustee's accounting, including fees for its services and those  
18 of any professionals and agents retained by the trustee, all remaining monies shall be paid to  
19 defendants and the trust shall then be terminated. The compensation of such trustee, and that of  
20 any professionals and agents retained by the trustee, shall be reasonable in light of the value of  
21 the Divestiture Assets and based on a fee arrangement providing the trustee with an incentive  
22 tied to the price and terms of the divestiture.  
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1           G. Defendants shall use their best efforts to assist the trustee in accomplishing the  
2 required divestiture. The trustee, and any consultants, accountants, attorneys, and other persons  
3 retained by the trustee, shall have, to the extent relevant to the remaining Divestiture Assets, full  
4 and complete access to the personnel, books, records, and facilities of defendants and defendants  
5 shall develop such financial or other information as the trustee may reasonably request, subject to  
6 reasonable protection for privileged communications and shall cooperate with the trustee.  
7 Defendants may mark any non-publicly available document furnished to the trustee as  
8 "Confidential" and the trustee shall not reveal such documents, nor divulge the information or  
9 data included in such documents ("Confidential Information") to any party ("Recipient") unless  
10 the Recipient has first entered into a confidentiality agreement approved by defendants (whose  
11 approval shall not be unreasonably withheld, delayed or conditioned) which shall require, inter  
12 alia, that the Recipient: (1) shall use the Confidential Information only to determine if, and at  
13 what price, it may bid to purchase a Divestiture Asset; (2) shall disclose the Confidential  
14 Information only to its employees or agents on a "need to know" basis to enable them to make  
15 the decisions in the immediately preceding clause; and (3) will safeguard the confidentiality of  
16 the Confidential Information and return all copies to the trustee. Defendants shall take no action  
17 to interfere with or to impede the trustee's accomplishment of the divestiture.

18           H. The trustee shall use his or her best efforts to negotiate the most favorable price  
19 and terms for the assets to be divested, subject to defendants' absolute and unconditional  
20 obligation to make the divestiture required by this Final Judgment and Consent Decree  
21 expeditiously at no minimum price. The divestiture shall be made in the manner and to the  
22 acquirer as set out in this Final Judgment and Consent Decree; provided, however, if the trustee  
23 receives bona fide offers from more than one potential acquirer, the trustee shall divest to the  
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1 acquirer selected by defendants among from those approved by the plaintiff, pursuant to the  
2 provisions of Paragraph VI.D.

3 I. Defendants shall indemnify the trustee and hold the trustee harmless against any  
4 losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the  
5 performance of the trustee's duties, including all reasonable fees of counsel and other expenses  
6 incurred in connection with the preparation for, or defense of any claim, whether or not resulting  
7 in any liability, except to the extent that such liabilities, losses, damages, claims, or expenses  
8 result from malfeasance, misfeasance, gross negligence, willful or wanton acts, breach of  
9 fiduciary duty, or bad faith by the trustee.

10 J. If the trustee ceases to act or fails to act diligently, a substitute trustee shall be  
11 appointed in the same manner as provided in Paragraph VI of this Final Judgment and Consent  
12 Decree.

13 K. The Court may, on its own initiative or at the request of the trustee, issue such  
14 additional orders or directions as may be necessary or appropriate to accomplish each divestiture  
15 required by this Final Judgment and Consent Decree.

16 L. The trustee shall have no obligation or authority to operate or maintain the  
17 Divestiture Assets.

18 M. After its appointment, the trustee shall file reports in writing every sixty (60) days  
19 with the parties and the Court setting forth the trustee's efforts to accomplish the divestiture  
20 ordered under this Final Judgment and Consent Decree.

21 N. The appointment of a trustee, or failure to appoint a trustee, is not an exclusive  
22 remedy and shall not preclude the plaintiff from seeking civil penalties, or any other relief  
23 available to it, for defendants' failure to comply with this Final Judgment and Consent Decree.  
24

VII.

NOTIFICATION OF PROPOSED DIVESTITURE

Within five (5) business days following execution of a letter of intent or a definitive agreement for sale of the Divestiture Assets other than to acquirers identified in and in accordance with Paragraph IV.A of this Final Judgment and Consent Decree, defendants or the trustee, whichever is then responsible for effecting the divestiture required herein, shall notify the plaintiff of any such proposed divestiture. If the trustee is responsible, he or she shall likewise notify defendants. The notice shall set forth the details of the proposed transaction and list the name, address, and telephone number of each person not previously identified who offered or expressed an interest in or desire to acquire any ownership interest in all or a portion of the Divestiture Assets for which notice is being provided, together with a summary of the contacts with each such person. Within fifteen (15) days after receipt of the notice, the plaintiff may request additional information concerning the proposed divestiture, the proposed acquirer, and any other potential acquirer. Defendants or the trustee shall furnish the additional information within fifteen (15) days of the receipt of the request. Within thirty (30) days after receipt of the notice or within fifteen (15) days after receipt of the additional information, whichever is later, the plaintiff shall notify, in writing, defendants and the trustee, if there is one, if it objects to the proposed divestiture, specifying the basis for the objection. If the plaintiff fails to object within the period specified, or if the plaintiff notifies, in writing, defendants and the trustee, if there is one, that it does not object, then the divestiture may be consummated, subject only to defendants' limited right to object to the sale under Paragraph VI.E. Upon objection by the plaintiff, or upon objection by defendants under Paragraph VI.E., the proposed divestiture shall not be accomplished unless approved by the Court.

VIII.

ADDITIONAL PROVISIONS

For a period of ten (10) years commencing on the date this Final Judgment and Consent Decree becomes final:

A. Defendants shall neither enter into nor enforce any agreement that restricts the ability of any person (as defined in Section 1(a) of the Clayton Act, 15 U.S.C. § 12(a)) that acquires any Supermarket, any leasehold interest in any Supermarket, or any interest in any retail location used as a Supermarket on or after January 1, 1998, in Alameda, Amador, Contra Costa, Kern, Los Angeles, Monterey, Napa, Nevada, Orange, Placer, Riverside, Sacramento, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Santa Cruz, Solano, Sonoma, Ventura, or Yolo counties to operate a Supermarket at that site if such Supermarket was formerly owned or operated by defendants.

B. Defendants shall not remove any fixtures or equipment from a property owned or leased by Albertson's in Alameda, Amador, Contra Costa, Kern, Los Angeles, Monterey, Napa, Nevada, Orange, Placer, Riverside, Sacramento, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Santa Cruz, Solano, Sonoma, Ventura, or Yolo counties that is no longer in operation as a Supermarket, except (1) prior to and as part of a sale, sublease, assignment, or change in occupancy of such Supermarket; or (2) to relocate such fixtures or equipment in the ordinary course of business to any other Supermarket owned or operated by defendants.

IX.

COMPLIANCE INSPECTION

A. For the purpose of determining or securing compliance with this Final Judgment and Consent Decree, and subject to any legally recognized privilege, upon written request with reasonable notice to defendants, defendants shall permit any duly authorized representative of the plaintiff: (1) access during office hours to inspect and copy all books,

1 ledgers, accounts, correspondence, memoranda, and other records and documents in the  
2 possession or under the control of defendants which may have counsel present, relating to any  
3 matters contained in this Final Judgment and Consent Decree; and (2) subject to the reasonable  
4 convenience of defendants and without restraint or interference from them, to interview directors,  
5 officers, employees, and agents of defendants, which may have counsel present.

6 B. Upon the written request of the plaintiff with reasonable notice, made to  
7 defendants, defendants shall submit written reports, under oath if requested, with respect to any  
8 of the matters contained in this Final Judgment and Consent Decree as may be requested.

9 C. No information nor any documents obtained by the means provided in this  
10 Paragraph IX shall be divulged by any representative of the California Attorney General's Office  
11 to any person other than a duly authorized representative of the plaintiff, except in the course of  
12 legal proceedings to which the plaintiff is a party, or for the purpose of securing compliance with  
13 this Final Judgment and Consent Decree, or as otherwise required by law, provided, however,  
14 plaintiff may communicate and share information or documents with the Commission or with  
15 any state Attorney General's Office which has also investigated this transaction.

16 D. If, at the time information or documents are furnished by defendants to the  
17 plaintiff, defendants represent and identify in writing the material in any such information or  
18 documents for which a claim of protection may be asserted under Rule 26(c)(7) of the Federal  
19 Rules of Civil Procedure, and defendants mark each pertinent page of such material,  
20 "Confidential" or "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of  
21 Civil Procedure," then the plaintiff shall give ten (10) days notice to defendants prior to  
22 divulging such material in any legal proceeding, except in proceedings to enforce compliance  
23  
24

1 with this Final Judgment and Consent Decree, in which case the confidential information shall be  
2 filed under seal.

3 X.

4 NOTICES

5 Any notices required by this Final Judgment and Consent Decree shall be delivered to the  
6 parties at the following addresses:

- 7 A. For Albertson's:  
8 Chip Cole  
9 250 Parkcenter Blvd  
10 Boise, Idaho 83726
- 11 B. For ASC:  
12 Kathleen E. McDermott  
13 American Stores Company  
14 299 South Main Street  
15 Salt Lake City, Utah 84111
- 16 C. For the State of California:  
17 BARBARA M. MOTZ  
18 Acting Assistant Attorney General  
19 300 South Spring St.  
20 Los Angeles, CA 90013

21 Any party may change the name or address of the person to receive notice by providing prior,  
22 written notice to the other parties.

23 XI.

24 COMMISSION ORDER

Any action or inaction by defendants that is required by an order of the Commission  
relating to Transaction No. 98-0339, In the Matter of Albertson's and American Stores  
Company, or the order of any courts, shall not violate this Final Judgment and Consent Decree.

XII.

RETENTION OF JURISDICTION

Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment and Consent Decree to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction, implementation, or modification of any of the provisions of this Final Judgment and Consent Decree, for the enforcement of compliance herewith, and for the punishment of any violations hereof.

XIII.

OTHER RELIEF

A. The plaintiff is awarded its attorneys' fees and investigative costs in the amount of \$430,000. Defendants shall pay this sum to the plaintiff within thirty (30) days of entry of this Final Judgment and Consent Decree.

B. If defendants fail to comply with the terms of this Final Judgment and Consent Decree, the Court, in addition to ordering any other appropriate relief, may enter an award of civil penalties, pursuant to California Business and Professions Code section 17207, for violations of this Final Judgment and Consent Decree, provided however, it shall not be deemed noncompliance pursuant to this Paragraph XIII if defendants' noncompliance is the result of: (1) the failure of the acquirer to take possession of the Divestiture Assets pursuant to an executed agreement; (2) the failure to divest as the result of inconsistent actions by the plaintiff and the Commission on an application for divestiture; or (3) any failure to divest as a result of the filing of Hart-Scott-Rodino notification forms with and any subsequent investigation by the Commission related to all or part of the Divestiture Assets.

XIV.

TERMINATION OF PROVISIONS

This Final Judgment and Consent Decree will expire on the tenth anniversary of the date of its entry.

XV.

PUBLIC INTEREST

Entry of this Final Judgment and Consent Decree is in the public interest.

DATED this 24 day of June, 1999.

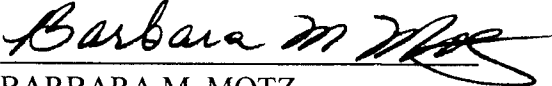
UNITED STATES DISTRICT COURT JUDGE

DAVID O. CARTER



State of California, by:

BILL LOCKYER, Attorney General  
of the State of California  
RICHARD FRANK,  
Chief Assistant Attorney General

  
BARBARA M. MOTZ,  
Acting Assistant Attorney General  
Attorneys for Plaintiff

ALBERTSON'S by:

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Collier, Shannon Rill & Scott  
3050 K Street, N.W.  
Washington, DC 20007  
(202) 342-8443

A handwritten signature in black ink, reading "Thomas R. Saldin" with a stylized flourish at the end.

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General Counsel  
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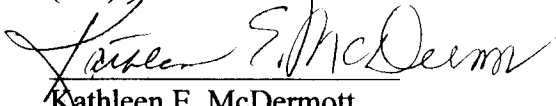
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Attorneys for  
American Stores Company

## APPENDIX A

### SUPERMARKETS TO BE DIVESTED TO RALPH'S

Store No.	Store Name	Owner	Address	City	State	County
29	Lucky	ASC	390 Coddington Center	Santa Rosa	CA	Sonoma
122	SuperSaver	ASC	300 Atlantic Avenue	Pittsburg	CA	Contra Costa
179	SuperSaver	ASC	2351 Northgate Blvd.	Sacramento	CA	Sacramento
193	Lucky	ASC	555 Highway 49	Jackson	CA	Amador
195	Lucky	ASC	8539 Elk Grove Blvd.	Elk Grove	CA	Sacramento
262	Lucky	ASC	4869 South Bradley Road	Orcutt	CA	Santa Barbara
266	Lucky	ASC	2121 Spring Street	Paso Robles	CA	San Luis Obispo
270	Lucky	ASC	729 N. H Street	Lompoc	CA	Santa Barbara
271	Lucky	ASC	201 Madonna Road	San Luis Obispo	CA	San Luis Obispo
273	Lucky	ASC	8665 El Camino Real	Atascadero	CA	San Luis Obispo
280	Lucky	ASC	1121 Olive Drive	Bakersfield	CA	Kern
323	Lucky	ASC	11867 Sutton Way	Grass Valley	CA	Nevada
399	Lucky	ASC	615 Elmira Road	Vacaville	CA	Solano
592	Lucky	ASC	NWC Los Osos Valley Rd. and South Bay Blvd.	Los Osos	CA	San Luis Obispo
612	Albertson's	Albertson's	700 S. Coast Highway	Laguna Beach	CA	Orange
702	Albertson's	Albertson's	5001 Foothills Blvd.	Roseville	CA	Placer
703	Albertson's	Albertson's	9100 Alcosta Avenue	San Ramon	CA	Contra Costa
719	Albertson's	Albertson's	1710 41st Avenue	Capitola	CA	Santa Cruz
725	Albertson's	Albertson's	1800 East 8th Street	Davis	CA	Yolo
733	Albertson's	Albertson's	7333 Regional Street	Dublin	CA	Alameda
750	Albertson's	Albertson's	3682 Bel Aire Plaza	Napa	CA	Napa
756	Albertson's	Albertson's	201 West Napa Street	Sonoma	CA	Sonoma
759	Albertson's	Albertson's	2795 Bell Road	Auburn	CA	Placer
760	Albertson's	Albertson's	461 Stony Point Road	Santa Rosa	CA	Sonoma
761	Albertson's	Albertson's	2280 Sunrise Boulevard	Rancho Cordova	CA	Sacramento
762	Albertson's	Albertson's	9522 Greenback Lane	Folsom	CA	Sacramento
763	Albertson's	Albertson's	919 East Stanley Blvd.	Livermore	CA	Alameda
765	Albertson's	Albertson's	6737 Watt Avenue	North Highlands	CA	Sacramento

## APPENDIX A

### SUPERMARKETS TO BE DIVESTED TO RALPH'S

(Continued)

Store No.	Store Name	Owner	Address	City	State	County
766	Albertson's	Albertson's	3615 Bradshaw Road	Sacramento	CA	Sacramento
769	Albertson's	Albertson's	5330 Stockton Boulevard	Sacramento	CA	Sacramento
770	Albertson's	Albertson's	4560 Mack Road	Sacramento	CA	Sacramento
771	Albertson's	Albertson's	4080 Douglas Boulevard	Granite Bay	CA	Placer
774	Albertson's	Albertson's	6124 San Juan	Citrus Heights	CA	Sacramento
777	Albertson's	Albertson's	8122 Gerber Road	Sacramento	CA	Sacramento
783	Albertson's	Albertson's	5025 Marconi Avenue	Carmichael	CA	Sacramento
786	Albertson's	Albertson's	2010 Freedom Blvd.	Freedom	CA	Santa Cruz
788	Albertson's	Albertson's	25000 Blue Ravine Road	Folsom	CA	Sacramento
794	Albertson's	Albertson's	815 Canyon Del Rey	Monterey	CA	Monterey
795	Albertson's	Albertson's	1030 East Alisal	Salinas	CA	Monterey
1688	Albertson's	Albertson's	829 Oak Park Blvd.	Pismo Beach	CA	San Luis Obispo

## APPENDIX B

### SUPERMARKETS TO BE DIVESTED TO STATER

Store No.	Store Name	Owner	Address	City	State	County
231	Super Saver	ASC	3770 Mission Ave.	Oceanside	CA	San Diego
298	Lucky	ASC	2170 Vista Way	Oceanside	CA	San Diego
425	Lucky	ASC	333 North Euclid Avenue	Fullerton	CA	Orange
442	Lucky	ASC	17220 S. Lakewood Blvd.	Bellflower	CA	Los Angeles
458	Lucky	ASC	2535 East Avenue South	Palmdale	CA	Los Angeles
473	Lucky	ASC	11750 E. Whittier Blvd.	Whittier	CA	Los Angeles
504	Lucky	ASC	25050 Hancock Avenue	Murrieta Hot Spg	CA	Riverside
553	Lucky	ASC	9909 Carmel Mountain Rd.	San Diego	CA	San Diego
561	Lucky	ASC	1330 Mission Road	San Marcos	CA	San Diego
607	Albertson's	Albertson's	3325 East Chapman Ave.	Orange	CA	Orange
613	Albertson's	Albertson's	1048 N. El Camino Real	Encinitas	CA	San Diego
619	Albertson's	Albertson's	31813 Highway 79 South	Temecula	CA	Riverside
620	Albertson's	Albertson's	610 South Brookhurst	Anaheim	CA	Orange
624	Lucky	ASC	616 Camino de los Mares	San Clemente	CA	Orange
627	Albertson's	Albertson's	8640 East Alondra Blvd.	Paramount	CA	Los Angeles
629	Albertson's	Albertson's	851 N. Harbor Blvd.	La Habra	CA	Orange
651	Albertson's	Albertson's	11815 Artesia Blvd.	Artesia	CA	Los Angeles
666	Albertson's	Albertson's	1131 State College Blvd.	Anaheim	CA	Orange
681	Albertson's	Albertson's	26900 Sierra Highway	Santa Clarita	CA	Los Angeles
683	Albertson's	Albertson's	1717 Vista Chino	Palm Springs	CA	Riverside
1601	Albertson's	Albertson's	7814 E. Firestone Blvd.	Downey	CA	Los Angeles
1604	Albertson's	Albertson's	1111 East Imperial Highway	Placentia	CA	Orange
1608	Albertson's	Albertson's	10051 Valley View	Cypress	CA	Orange
1619	Albertson's	Albertson's	1840 East Avenue J	Lancaster	CA	Los Angeles
1623	Albertson's	Albertson's	69255 Ramon Road	Cathedral City	CA	Riverside
1627	Albertson's	Albertson's	78-630 Highway 111	La Quinta	CA	Riverside
1630	Albertson's	Albertson's	1674 Main Street	Ramona	CA	San Diego
1631	Albertson's	Albertson's	1451 N. Sante Fe	Vista	CA	San Diego
1634	Albertson's	Albertson's	37218 47th Street East	Palmdale	CA	Los Angeles
1635	Albertson's	Albertson's	1040 E. Bastanchury Road	Fullerton	CA	Orange
1641	Albertson's	Albertson's	6501 East Spring	Long Beach	CA	Los Angeles
1644	Albertson's	Albertson's	13589 Poway Road	Poway	CA	San Diego
1648	Albertson's	Albertson's	7511 East Orangethorp	Buena Park	CA	Orange

**APPENDIX B**  
**SUPERMARKETS TO BE DIVESTED TO STATER**  
**(Continued)**

Store No.	Store Name	Owner	Address	City	State	County
1652	Albertson's	Albertson's	12800 La Mirada Boulevard	La Mirada	CA	Los Angeles
1656	Albertson's	Albertson's	10114 Adams Street	Huntington Beach	CA	Orange
1662	Albertson's	Albertson's	20677 Amar Road	Walnut	CA	Los Angeles
1668	Albertson's	Albertson's	7101 Warner Avenue	Huntington Beach	CA	Orange
1670	Albertson's	Albertson's	2845 West Avenue L	Lancaster	CA	Los Angeles
1672	Albertson's	Albertson's	635 North Broadway	Escondido	CA	San Diego
1673	Albertson's	Albertson's	22351 El Toro Road	El Toro	CA	Orange
1674	Albertson's	Albertson's	11300 Firestone Boulevard	Norwalk	CA	Los Angeles
1677	Albertson's	Albertson's	26892 La Paz Road	Laguna Hills	CA	Orange
1687	Albertson's	Albertson's	780 Sycamore Ave.	Vista	CA	San Diego
1692	Albertson's	Albertson's	Mission & Pepper (Land)	Fallbrook	CA	San Diego



## APPENDIX C

### SUPERMARKETS TO BE DIVESTED TO VONS

Store No.	Store Name	Owner	Address	City	State	County
558	Lucky	ASC	4241 Tierra Rejada	Moorpark	CA	Ventura
628	Albertson's	Albertson's	Cherry & Baseline (Land)	Fontana	CA	San Bernardino
667	Albertson's	Albertson's	2701-B Harbor Blvd.	Costa Mesa	CA	Orange
1605	Albertson's	Albertson's	522 North Orange	Redlands	CA	San Bernardino
1622	Albertson's	Albertson's	1130 West 6th Street	Corona	CA	Riverside

## APPENDIX D

### SUPERMARKETS TO BE DIVESTED TO CERTIFIED

Store No.	Store Name	Owner	Address	City	State	County
211	Lucky	ASC	606 North Escondido Blvd.	Escondido	CA	San Diego
281	Lucky	ASC	4801 White Lane	Bakersfield	CA	Kern
286	Lucky	ASC	740 Moorpark Ave.	Thousand Oaks	CA	Ventura
431	Lucky	ASC	4200 Chino Hills Pkwy. 400	Chino Hills	CA	San Bernardino
565	Lucky	ASC	7908 El Cajon Blvd.	La Mesa	CA	San Diego
609	Albertson's	Albertson's	602 El Camino Real	San Clemente	CA	Orange
620	Lucky	ASC	1385 N. Citrus Avenue	Covina	CA	Los Angeles
622	Albertson's	Albertson's	3305 State Street	Santa Barbara	CA	Santa Barbara
630	Lucky	ASC	4848 W. 190th Street	Torrance	CA	Los Angeles
650	Lucky	ASC	3963 Cochran	Simi Valley	CA	Ventura
670	Lucky	ASC	685 West Foothill Blvd.	Upland	CA	San Bernardino
674	Lucky	ASC	2100 Newbury Road	Newbury Park	CA	Ventura
679	Lucky	ASC	6351 Haven Avenue	Rancho Cucamonga	CA	San Bernardino
682	Albertson's	Albertson's	450 S. Ventura Road	Oxnard	CA	Ventura
720	Albertson's	Albertson's	169 North McDowell Blvd.	Petaluma	CA	Sonoma
873	Lucky	ASC	13925 Amar Road	La Puente	CA	Los Angeles
884	Lucky Sav-On	ASC	543 North Azusa	Covina	CA	Los Angeles
1609	Albertson's	Albertson's	20801 Bear Valley Road	Apple Valley	CA	San Bernardino
1611	Albertson's	Albertson's	29530 Rancho California Rd	Temecula	CA	Riverside
1613	Albertson's	Albertson's	430 McKinley	Corona	CA	Riverside
1650	Albertson's	Albertson's	1720 East 17th Street	Santa Ana	CA	Orange
1666	Albertson's	Albertson's	21080 Golden Springs	Walnut	CA	Los Angeles
1675	Albertson's	Albertson's	2340 Foothill Boulevard	Laverne	CA	Los Angeles
1905	Max Grocery Warehouse	Albertson's	4700 Cherry Avenue	Long Beach	CA	Los Angeles
1906	Max Grocery Warehouse	Albertson's	15300 Goldenwest	Westminster	CA	Orange
1909	Max Grocery Warehouse	Albertson's	12120 Carson Street	Hawaiian Gardens	CA	Los Angeles
1930	Max Grocery Warehouse	Albertson's	12891 Harbor Boulevard	Garden Grove	CA	Orange
1953	Max Grocery Warehouse	Albertson's	2800 Saviers Road	Oxnard	CA	Ventura

**APPENDIX D**

**SUPERMARKETS TO BE DIVESTED TO CERTIFIED**

**(Continued)**

<b>Store No.</b>	<b>Store Name</b>	<b>Owner</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>County</b>
1963	Max Grocery Warehouse	Albertson's	1111 West Avenue I	Lancaster	CA	Los Angeles
1978	Max Grocery Warehouse	Albertson's	515 South Riverside Ave.	Rialto	CA	San Bernardino
1983	Max Grocery Warehouse	Albertson's	1445 E. Foothill Boulevard	Upland	CA	San Bernardino

## Appendix E

### Areas Subject To Prior Approval/Prior Notice

Alameda County

Amador County

Contra Costa County

Kern County

Los Angeles County

Monterey County

Napa County

Nevada County

Orange County

Placer County

Riverside County

Sacramento County

San Bernardino County

San Diego County

San Luis Obispo County

Santa Barbara County

Santa Cruz County

Solano County

Sonoma County

Ventura County

Yolo County