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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CENTER FOR BIOLOGICAL DIVERSITY,

Case No. C07-02794 JCS

Plaintiff(s),

**ORDER APPROVING STIPULATED  
INJUNCTION AND ORDER** [Doc. #104]

v.

ENVIRONMENTAL PROTECTION  
AGENCY,

Defendant(s).

Plaintiff Center for Biological Diversity (“Plaintiff”) and Defendant Environmental Protection Agency (“EPA”) filed a Joint Motion for Entry of Stipulated Injunction (the “Motion”). Intervenors Reckitt Benckiser, Inc., CropLife America and RISE (the “Intervenors”) opposed the Motion. A hearing was held on March 26, 2010. All parties appeared through counsel. Plaintiff and the EPA filed additional evidence and briefing on April 23, 2010 and Intervenors filed additional briefs on May 7, 2010. For the reasons stated at the hearing, and for the reasons stated below, the Motion is GRANTED.

The Court has carefully reviewed the record in this case and finds that, with the modification set forth below, the proposed stipulated injunction is fair, reasonable and equitable and does not violate the law or public policy. *See, Sierra Club, Inc. v. Electronic Controls Design, Inc.*, 909 F.2d 1350, 1355 (9<sup>th</sup> Cir 1990); *see also, Washington Toxics Coalition v. EPA*, 413 F. 3d 1024, 1035 (“We have held that the appropriate remedy for violations of the ESA consultation requirements is an injunction pending compliance with the ESA”). The EPA violated its regulations by failing to making an effects determination. As a result, the EPA did not comply with §702(a)(2) of the Endangered Species Act (“ESA”). The remedy for this non-technical violation is an injunction. The

1 proposed injunction is narrowly tailored to buffer areas directly tied to habitat where listed species  
2 may be present. There has been no showing by defendants that the enjoined actions are non-  
3 jeopardizing. The Court notes that the parties have begun the review contemplated by the Stipulated  
4 Injunction and the EPA has concluded that, for the pesticides reviewed thus far, consultation with  
5 the United States Fish and Wildlife Service is required under the EPA.

6 The Court also rejects, for the reasons stated at the hearing, the challenges made to the  
7 Stipulation Injunction by the Intervenors, with one exception. The Injunction does not violate the  
8 Due Process Clause, and is not inconsistent with FIFRA. However, at the hearing, the parties  
9 disputed whether the Stipulated Injunction as written purported to modify Intervenors' existing  
10 pesticide registrations. To clarify this matter, the Court orders as follow:

11 The proposed Stipulated Injunction [Doc. #104-1] is adopted as an Order of this Court with  
12 the following additional language: Nothing in this Stipulated Injunction shall be construed to modify  
13 any existing pesticide registrations.

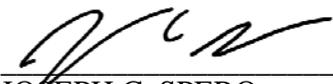
14 IT IS SO ORDERED.

15

16 Dated: May 17, 2010

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\_\_\_\_\_  
JOSEPH C. SPERO  
United States Magistrate Judge

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The following stipulated injunction is that which was filed with the court and to which the Order refers.

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15 Attorneys for Plaintiff

16 **UNITED STATES DISTRICT COURT**  
17 **NORTHERN DISTRICT OF CALIFORNIA**  
18 **SAN FRANCISCO DIVISION**

19 CENTER FOR BIOLOGICAL DIVERSITY, )  
20 a non-profit corporation, )  
21 Plaintiff, )

22 v. )

23 ENVIRONMENTAL PROTECTION )  
24 AGENCY *et al.*, )

25 Defendants, and )

26 CROPLIFE AMERICA, RISE, AND )  
27 RECKITT BENCKISER, INC., )

28 Intervenor-Defendants. )

Case No.: 07-2794-JCS

**STIPULATED INJUNCTION AND  
[PROPOSED] ORDER**

1 Plaintiff Center for Biological Diversity (hereinafter “CBD”); and Defendant  
2 Environmental Protection Agency and Lisa Jackson (hereinafter “EPA”), by and through the  
3 undersigned counsel, state as follows:

4 WHEREAS, on May 30, 2007, CBD filed a complaint for declaratory and injunctive  
5 relief pursuant to Section 7 of the Endangered Species Act (“ESA”) in the Northern District of  
6 California, which alleged that the EPA had failed to comply with Section 7 regarding the  
7 potential impacts of 43 pesticide active ingredients upon the tidewater goby, delta smelt,  
8 California clapper rail, salt marsh harvest mouse, California tiger salamander, San Francisco  
9 garter snake, California freshwater shrimp, San Joaquin kit fox, Alameda whipsnake, valley  
10 elderberry longhorn beetle, and Bay checkerspot butterfly, federally protected species listed as  
11 endangered or threatened under the ESA;

12 WHEREAS, CBD filed amended complaints to include an additional 32 pesticide active  
13 ingredients for which CBD similarly alleges that EPA has failed to comply with Section 7 of the  
14 ESA regarding their potential impacts on the species listed immediately above (hereinafter, all  
15 75 pesticide active ingredients at issue will collectively be referred to as “Pesticides”);

16 WHEREAS, CBD maintains that the Pesticides can adversely affect the tidewater goby,  
17 delta smelt, California clapper rail, salt marsh harvest mouse, California tiger salamander, San  
18 Francisco garter snake, California freshwater shrimp, San Joaquin kit fox, Alameda whipsnake,  
19 valley elderberry longhorn beetle, and Bay checkerspot butterfly and their habitats in the greater  
20 San Francisco Bay Area, including the Bay Delta, specifically covering the following California  
21 counties — Marin, Sonoma, Napa, Solano, Contra Costa, Alameda, Santa Clara, and San Mateo;

22 WHEREAS, the ESA implementing regulations provide that before any need to engage  
23 in consultation might arise, an agency must first make an “effects determination;”

24 WHEREAS, EPA maintains that it cannot determine the effects, if any, of the Pesticides  
25 on the tidewater goby, delta smelt, California clapper rail, salt marsh harvest mouse, California  
26 tiger salamander, San Francisco garter snake, California freshwater shrimp, San Joaquin kit fox,  
27 Alameda whipsnake, valley elderberry longhorn beetle, and Bay checkerspot butterfly, and  
28 define appropriate protective measures, if any, until they have completed further scientific

1 analyses, which may include, but are not limited to, further review under the Federal Insecticide,  
2 Fungicide, and Rodenticide Act (“FIFRA”), §§ 7 U.S.C. 136-136(y), effects determinations  
3 made pursuant to the ESA, or consultation with the United States Fish and Wildlife Service  
4 (“FWS”) under the ESA, as appropriate;

5 WHEREAS, CBD and EPA, through their authorized representatives, have reached  
6 agreement on the terms of a settlement, which is captured in the form of this Stipulated  
7 Injunction, that they consider to be a just, fair, adequate, and equitable resolution of the issues in  
8 this case;

9 WHEREAS, CBD and EPA agree that this Stipulated Injunction is in the public interest  
10 and is an appropriate way to resolve the remaining disputed issues;

11 WHEREAS, the EPA published in the Federal Register a request for public comment on  
12 the terms of this Stipulated Injunction, subsequently reviewed all comments received, and  
13 thereafter conferred with CBD and Intervenor-Defendants with respect to any comments that  
14 EPA felt warranted reconsideration or revision of any provision in this Stipulated Injunction,  
15 with any resulting changes reflected herein;

16 NOW, THEREFORE, CBD AND EPA STIPULATE AS FOLLOWS:

17  
18 **SECTION 7 CONSULTATION SCHEDULE**

19 **1. Compliance with Section 7(a)(2) of the Endangered Species Act.**

20 Pursuant to the schedule delineated in Section 2, the EPA shall make effects  
21 determinations and initiate consultation, as appropriate, with the United States Fish and Wildlife  
22 Service, pursuant to applicable regulations in effect at the time when the determination is made,  
23 regarding the potential effects of the Pesticides on the tidewater goby, delta smelt, California  
24 clapper rail, salt marsh harvest mouse, California tiger salamander, San Francisco garter snake,  
25 California freshwater shrimp, San Joaquin kit fox, Alameda whipsnake, valley elderberry  
26 longhorn beetle, and Bay checkerspot butterfly in the greater San Francisco Bay Area, including  
27 the Bay Delta, specifically covering the following California counties — Marin, Sonoma, Napa,  
28 Solano, Contra Costa, Alameda, Santa Clara, and San Mateo.

1 **2. Effects Determinations**

2 **a. Schedule for Compliance for 43 Pesticides in Original Complaint Plus Two**  
 3 **of the Pesticides Added via Amended Complaint**

4 EPA shall make effects determinations for the following active ingredients for the  
 5 specific species listed at a minimum rate of four per quarter, with the first quarter ending on  
 6 March 31, 2010 so that EPA completes these effects determinations by March 31, 2012.<sup>1</sup>

<u>Pesticide</u>	<u>Species</u>
Acephate	California clapper rail, salt marsh harvest mouse, California tiger salamander, San Francisco garter snake, California freshwater shrimp, San Joaquin kit fox, valley elderberry longhorn beetle, Bay checkerspot butterfly
Acrolein	Alameda whipsnake
Aldicarb	San Joaquin kit fox, valley elderberry longhorn beetle
Aluminum phosphide	California tiger salamander, San Francisco garter snake, San Joaquin kit fox, Alameda whipsnake
Azinphos-methyl	California clapper rail, California tiger salamander, San Francisco garter snake, San Joaquin kit fox, valley elderberry longhorn beetle, Bay checkerspot butterfly

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23 <sup>1</sup> EPA has already made effects determinations for ten of the 43 Pesticides in Plaintiff's original complaint. On  
 24 October 20, 2008, EPA completed effect determinations for permethrin for the California clapper rail, the salt  
 25 marsh harvest mouse, the San Francisco garter snake, and the Bay checkerspot butterfly; and for phorate for the San  
 26 Joaquin kit fox, valley elderberry-longhorn beetle, and the Bay checkerspot butterfly. On February 20, 2009, EPA  
 27 completed effect determinations for 2,4-D for the Alameda whipsnake, and for atrazine for the delta smelt. On June  
 28 20, 2009 EPA completed effect determinations for alachlor for the delta smelt; and for endosulfan for the salt marsh  
 harvest mouse, California tiger salamander, San Francisco garter snake, San Joaquin kit fox, valley elderberry  
 longhorn beetle, and the Bay checkerspot butterfly. On October 20, 2009, EPA completed effect determinations for  
 chlorpyrifos for the delta smelt, California clapper rail, salt marsh harvest mouse, California tiger salamander, San  
 Francisco garter snake, California freshwater shrimp, San Joaquin kit fox, valley elderberry longhorn beetle, and  
 Bay checkerspot butterfly; for strychnine for the California tiger salamander, and San Joaquin kit fox; for  
 thiobencarb for the delta smelt; and for trifluralin for the delta smelt, San Francisco garter snake, and San Joaquin  
 kit fox.

1	Brodifacoum	salt marsh harvest mouse, San Joaquin kit fox,
2		Alameda whipsnake
3	Bromadiolone	salt marsh harvest mouse, San Joaquin kit fox,
4		Alameda whipsnake
5	Bromethalin	salt marsh harvest mouse, Alameda whipsnake
6	Carbaryl	delta smelt
7	Carbofuran	delta smelt, San Francisco garter snake, San
8		Joaquin kit fox, valley elderberry longhorn beetle
9	Chlorophacinone	salt marsh harvest mouse, California tiger
10		salamander, San Joaquin kit fox, Alameda
11		whipsnake
12	Cholecalciferol	salt marsh harvest mouse
13	Diazinon	tidewater goby, delta smelt
14	Difenacoum	salt marsh harvest mouse, San Joaquin kit fox,
15		Alameda whipsnake
16	Difethialone	salt marsh harvest mouse, San Joaquin kit fox,
17		Alameda whipsnake
18	Diphacinone	salt marsh harvest mouse, California tiger
19		salamander, San Joaquin kit fox, Alameda
20		whipsnake
21	Diquat dibromide	delta smelt
22	EPTC (eptam)	delta smelt
23	Magnesium phosphide	San Francisco garter snake, San Joaquin kit fox,
24		Alameda whipsnake
25	Malathion	delta smelt, California tiger salamander
26	Maneb	California tiger salamander
27	Mancozeb	California tiger salamander
28	Metam sodium	California tiger salamander

1	Methoprene	California tiger salamander
2	Methyl bromide	California tiger salamander
3	Metolachlor	delta smelt
4	Naled	California clapper rail, San Francisco garter snake,
5		San Joaquin kit fox, valley elderberry longhorn
6		beetle, Bay checkerspot butterfly
7	Oryzalin	California tiger salamander
8	Permethrin	Valley elderberry longhorn beetle
9	Phosmet	California tiger salamander
10	Potassium nitrate	San Francisco garter snake, San Joaquin kit fox,
11		Alameda whipsnake
12	S-metolachlor	delta smelt, California tiger salamander
13	Simazine	delta smelt
14	Sodium nitrate	San Francisco garter snake, San Joaquin kit fox,
15		Alameda whipsnake
16	Warfarin	salt marsh harvest mouse, Alameda whipsnake
17	Zinc phosphide	salt marsh harvest mouse, Alameda whipsnake

18

19       Upon completion of an effects determination in accordance with the preceding effects  
20 determination schedule, EPA will within seven business days proceed to initiate, if necessary,  
21 consultation in accordance with Section 7(a)(2) of the ESA and the implementing ESA  
22 consultation regulations.

23               **b. Schedule for Compliance for Remaining Pesticides Added via Amended**  
24               **Complaint**

25       EPA shall make effects determinations for the following pesticides for the specific  
26 species listed at a minimum rate of no less than three per quarter, with the first quarter ending  
27 June 30, 2012, so that EPA completes all effects determinations by September 30, 2014.

28

1	<u>Pesticide</u>	<u>Species</u>
2	Bensulide, Beta-cyfluthrin,	San Francisco garter snake, California tiger
3	Bifenthrin, Cyfluthrin, Cyhalothrin	salamander, tidewater goby, California clapper
4	(lambda), Cypermethrin,	rail, California freshwater shrimp, delta smelt,
5	Deltamethrin, Dimethoate,	valley elderberry longhorn beetle, and Bay
6	Disulfoton, Esfenvalerate,	checkerspot butterfly.
7	Ethoprop, Fenpropathrin,	
8	Fluvalinate, Imidacloprid,	
9	Methamidophos, Methidathion,	
10	Methomyl, Oxydemeton-methyl,	
11	Oxyfluorfen, Phenothrin,	
12	Propargite, Resmethrin,	
13	Tetramethrin, Tralomethrin, and	
14	Zeta-cypermethrin	
15		
16		
17	Chlorothalonil:	San Francisco garter snake, California tiger
18		salamander, tidewater goby, California clapper rail,
19		California freshwater shrimp, delta smelt, Bay
20		checkerspot butterfly
21	Fipronil:	San Francisco garter snake, California tiger
22		salamander, tidewater goby, California clapper rail,
23		California freshwater shrimp, delta smelt, Bay
24		checkerspot butterfly
25	PCNB:	San Francisco garter snake, California tiger
26		salamander, tidewater goby, California clapper rail,
27		California freshwater shrimp, delta smelt, Bay
28		checkerspot butterfly

1 Pendimethalin: Bay checkerspot butterfly  
 2 Sodium cyanide: San Joaquin kit fox  
 3 Strychnine: Alameda whipsnake, salt marsh harvest mouse, San  
 4 Francisco garter snake

### 5 c. Urban Pesticides

6 In making effects determinations for the Pesticides, EPA specifically shall consider the  
 7 contribution to effects, arising from the use of the urban pesticides subject to this Order, when  
 8 used in areas with impervious surfaces. Urban pesticides subject to this Stipulated Injunction  
 9 are: Acephate, Alachlor, Atrazine, Bensulide, Beta-cyfluthrin, Bifenthrin, Bromethalin,  
 10 Carbaryl, Chlorophacinone, Chlorothalonil, Cholecalciferol, Cyfluthrin, Cyhalothrin (lambda),  
 11 Cypermethrin, Deltamethrin, Diphacinone, Diquat dibromide, Disulfoton, Esfenvalerate,  
 12 Fenpropathrin, Fipronil, Imidacloprid, Malathion, Methoprene, Naled, Oryzalin, Oxyfluorfen,  
 13 PCNB, Pendimethalin, Permethrin, Phenothrin, Potassium nitrate, Resmethrin, Simazine,  
 14 Sodium nitrate, Strychnine, Tetramethrin, Tralomethrin, Trifluralin, Warfarin, and Zeta-  
 15 cypermethrin.

## 16 INTERIM INJUNCTIVE RELIEF

### 17 **3. Use Authorizations Enjoined, Vacated, and Set Aside.**

18 The EPA's authorization of any of the Pesticides identified below on a species-by-  
 19 species basis is hereby ENJOINED, VACATED and SET ASIDE as follows, except as provided  
 20 by the exclusions, exemptions, and termination provisions set forth in paragraphs 4, 5, 6, and 7:  
 21

#### 22 Tidewater Goby

23 EPA's authorization of any use of Bensulide, Beta-cyfluthrin, Bifenthrin, Chlorothalonil,  
 24 Cyfluthrin, Cyhalothrin (lambda), Cypermethrin, Deltamethrin, Diazinon, Dimethoate,  
 25 Disulfoton, Esfenvalerate, Ethoprop, Fenpropathrin, Fipronil, Fluvalinate, Imidacloprid,  
 26 Methamidophos, Methidathion, Methomyl, Oxydemeton-methyl, Oxyfluorfen, PCNB,  
 27 Phenothrin, Propargite, Resmethrin, Tetramethrin, Tralomethrin, and Zeta-cypermethrin is  
 28

1 hereby ENJOINED, VACATED, and SET ASIDE in

- 2 1. all areas within 100 feet of the habitat described below if applied by ground; and
- 3 2. all areas within 400 feet of the habitat described below if applied by air.

4 **Applicable Habitat.** For the tidewater goby, “habitat” means lagoons, estuaries, and  
5 backwater marshes that are adjacent to the Pacific Ocean, and freshwater streams  
6 upgradient and tributary to brackish habitats, but only to the extent that any such  
7 ecological features are found within the eight counties specifically identified in the  
8 Complaint (and in this Stipulated Injunction) in the following sections of California:<sup>2</sup>  
9 M01S06W21, M07S05W33, M05N10W02, M05N10W03, M05N10W14, M05N10W15,  
10 M05N10W23, M06N10W35, M06N11W14, M06N11W15, M06N11W22, M07S05W15,  
11 M07S05W16, M08S05W04, M08S05W05, M08S05W09, M08S05W21.

12  
13 **Delta Smelt**

14 EPA’s authorization of any use of Alachlor, Atrazine, Bensulide, Beta-cyfluthrin,  
15 Bifenthrin, Carbaryl, Carbofuran, Chlorothalonil, Chlorpyrifos, Cyfluthrin, Cyhalothrin  
16 (lambda), Cypermethrin, Deltamethrin, Diazinon, Dimethoate, Diquat dibromide, Disulfoton,  
17 EPTC (eptam), Esfenvalerate, Ethoprop, Fenpropathrin, Fipronil, Fluvalinate, Imidacloprid,  
18 Malathion, Methamidophos, Methidathion, Methomyl, Metolachlor, Oxydemeton-methyl,  
19 Oxyfluorfen, PCNB, Phenothrin, Propargite, Resmethrin, S-metolachlor, Simazine,  
20 Tetramethrin, Thiobencarb, Tralomethrin, Trifluralin and Zeta-cypermethrin is hereby  
21 ENJOINED, VACATED, and SET ASIDE in

- 22 1. all areas within 100 feet of the habitat described below if applied by ground, and
- 23 2. all areas within 400 feet of the habitat described below if applied by air, unless  
24 application is made in compliance with the Dormant Spray Regulations developed  
25 by the California Department of Pesticide Regulations, 3 Cal. Code Reg. § 6960,  
26 in which case a 100- foot buffer would apply.

27  
28 <sup>2</sup> All section numbers in this document are based on the California Department of Pesticides Regulation PLSNET coverage.

1 **Applicable habitat.** For the delta smelt, “habitat” means all water and all  
 2 submerged lands below ordinary high water, freshwater streams that drain into the  
 3 Bay, and channels with tidal influence, but only to the extent that any such  
 4 ecological features are found within the eight counties specifically identified in the  
 5 Complaint (and in this Stipulated Injunction) in either (1) critical habitat designated  
 6 for the delta smelt by the FWS (59 Fed. Reg. 65256), as depicted by the FWS at  
 7 <http://crithab.fws.gov/>, or (2) in the following sections of California: M03N04W02,  
 8 M03N04W06, M03N04W09, M03N04W16, M04N04W32.

9  
 10 **California Clapper Rail**

11 EPA’s authorization of any use of Acephate, Azinphos-Methyl, Bensulide, Beta-  
 12 cyfluthrin, Bifenthrin, Chlorothalonil, Chlorpyrifos, Cyfluthrin, Cyhalothrin (lambda),  
 13 Cypermethrin, Deltamethrin, Dimethoate, Disulfoton, Esfenvalerate, Ethoprop, Fenpropathrin,  
 14 Fipronil, Fluvalinate, Imidacloprid, Methamidophos, Methidathion, Methomyl, Naled,  
 15 Oxydemeton-methyl, Oxyfluorfen, PCNB, Permethrin, Phenothrin, Propargite, Resmethrin,  
 16 Tetramethrin, Tralomethrin, and Zeta-cypermethrin applied either aerially or by ground is  
 17 hereby ENJOINED, VACATED, and SET ASIDE in the following **Applicable Habitat:**

- 18 1. all areas within 300 feet of the high water line for tidal flow of salt and brackish  
 19 water marshes ; and  
 20 2. all areas within 200 feet of a cordgrass/pickleweed stand, as shown in  
 21 Attachment A, if any part of such stand occurs within 100 feet of the high water  
 22 line of a salt or brackish water marsh.

23 The provisions in 1 and 2 above apply only to the extent that any such ecological features  
 24 are found within the eight counties specifically identified in the Complaint (and in this  
 25 Stipulated Injunction) in the following sections of California: M01N04W19,  
 26 M01N04W20, M01N04W29, M01N04W30, M01N06W10, M01N06W11, M01N06W14,  
 27 M01N06W15, M01N06W22, M01N06W23, M01S04W15, M01S04W16, M01S04W20,  
 28 M01S04W21, M01S04W22, M02N01W05, M02N01W06, M02N02W01, M02N02W02,

1 M02N02W03, M02N02W04, M02N02W09, M02N02W10, M02N04W20, M02N05W19,  
2 M02N06W02, M02N06W03, M02N06W10, M02N06W11, M02N06W14, M02N06W15,  
3 M02N06W16, M02N06W21, M02N06W23, M02N06W24, M02S03W17, M02S03W18,  
4 M02S03W19, M02S03W20, M02S03W21, M02S03W28, M02S03W29, M02S04W13,  
5 M02S04W14, M02S04W24, M03N06W03, M03N06W04, M03N06W09, M03N06W10,  
6 M03N06W19, M03N06W20, M03N06W21, M03N06W22, M03N06W26, M03N06W28,  
7 M03N06W35, M03N01W19, M03N01W30, M03N01W31, M03N02W03, M03N02W04,  
8 M03N02W10, M03N02W21, M03N02W24, M03N02W28, M03N02W29, M03N02W31,  
9 M03N02W32, M03N03W27, M03N03W28, M03N03W33, M03N03W34, M03N04W01,  
10 M03N04W02, M03N04W11, M03N04W25, M03N04W26, M03N04W35, M03N04W36,  
11 M03S03W10, M03S03W11, M03S03W14, M03S03W15, M03S03W23, M03S03W24,  
12 M03S03W25, M03S03W26, M03S03W35, M03S03W36, M03S05W27, M04N01W04,  
13 M04N01W05, M04N01W06, M04N01W16, M04N01W17, M04N01W18, M04N01W19,  
14 M04N01W20, M04N01W21, M04N02W12, M04N02W13, M04N02W14, M04N02W26,  
15 M04N04W03, M04N04W04, M04N04W08, M04N04W09, M04N04W10, M04N04W16,  
16 M04N04W17, M04N04W20, M04N04W34, M04N04W35, M04N05W08, M04N05W09,  
17 M04N05W15, M04N05W16, M04N05W17, M04N05W21, M04N05W23, M04N05W24,  
18 M04N05W27, M04N05W28, M04N05W33, M04N05W34, M04N10W11, M04S03W01,  
19 M04S03W31, M04S03W32, M04S03W33, M04S04W16, M04S04W17, M04S04W22,  
20 M05N01W32, M05N01W33, M05S02W02, M05S02W03, M05S02W04, M05S02W08,  
21 M05S02W09, M05S02W10, M05S02W13, M05S02W14, M05S02W15, M05S02W16,  
22 M05S02W17, M05S02W23, M05S02W24, M05S02W29, M05S02W30, M05S02W31,  
23 M05S02W32, M05S03W03, M05S03W04, M05S03W05, M05S03W06, M05S03W07,  
24 M05S03W08, M05S03W09, M05S03W10, M05S03W14, M05S03W15, M05S03W16,  
25 M05S03W22, M05S04W01, M05S04W12, M06S02W04, M06S02W09.

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27  
28

1 **Salt Marsh Harvest Mouse**

2 EPA's authorization of any use of Acephate, Brodifacoum, Bromadiolone, Bromethalin,  
3 Chlorophacinone, Chlorpyrifos, Cholecalciferol, Difenacoum, Difethialone, Diphacinone,  
4 Endosulfan, Permethrin, Strychnine, Warfarin, and Zinc phosphide applied either aerially or by  
5 ground is hereby ENJOINED, VACATED, and SET ASIDE in the following **Applicable**

6 **Habitat:**

- 7 1. all areas within 300 feet of the high water line for tidal flow of salt and brackish  
8 water marshes; and  
9 2. all areas within 200 feet of a cordgrass/pickleweed stand, as shown in  
10 Attachment A, if any part of such stand occurs within 100 feet of the high water  
11 line of a salt or brackish water marsh.

12 The provisions in 1 and 2 above apply only to the extent that any such ecological features  
13 are found within the eight counties specifically identified in the Complaint (and in this  
14 Stipulated Injunction) in the following sections of California: M01N06W02,  
15 M01N06W10, M01N06W11, M01N06W14, M01N06W15, M01N06W22, M01N06W23,  
16 M02N01E05, M02N01E07, M02N01W01, M02N01W05, M02N01W06, M02N01W12,  
17 M02N02W01, M02N02W02, M02N02W03, M02N02W04, M02N02W09, M02N02W10,  
18 M02N02W11, M02N02W15, M02N02W16, M02N02W17, M02N05W25, M03N01E05,  
19 M03N01E06, M03N01E07, M03N01E08, M03N01E17, M03N01E18, M03N01E20,  
20 M03N01E21, M03N01E22, M03N01E25, M03N01E26, M03N01E27, M03N01E28,  
21 M03N01E29, M03N01E30, M03N01E31, M03N01E32, M03N01E33, M03N06W03,  
22 M03N06W04, M03N06W05, M03N06W09, M03N06W10, M03N01W02, M03N01W03,  
23 M03N01W04, M03N01W09, M03N01W10, M03N01W11, M03N01W12, M03N01W13,  
24 M03N01W14, M03N01W15, M03N01W16, M03N01W30, M03N01W31, M03N02W03,  
25 M03N02W10, M03N02W15, M03N02W25, M03N02W26, M03N02W29, M03N02W30,  
26 M03N02W31, M03N02W32, M03N02W35, M03N02W36, M03N03W28, M03N04W01,  
27 M03N04W02, M03N04W05, M03N04W06, M03N04W08, M03N04W09, M03N04W10,  
28 M03N04W11, M03N04W14, M03N04W15, M03N04W16, M03N04W22, M03N04W23,

1 M03N04W24, M03N04W25, M03N04W26, M03N04W27, M03N04W35, M03N04W36,  
 2 M03N05W01, M03N05W05, M03N05W06, M03N05W07, M03N05W08, M03S02W31,  
 3 M03S03W10, M03S03W11, M03S03W14, M03S03W15, M03S03W36, M04N01E19,  
 4 M04N01W04, M04N01W05, M04N01W06, M04N01W07, M04N01W16, M04N01W17,  
 5 M04N01W18, M04N01W19, M04N01W21, M04N01W22, M04N01W24, M04N01W27,  
 6 M04N01W28, M04N01W29, M04N01W32, M04N01W33, M04N02W01, M04N02W02,  
 7 M04N02W12, M04N02W13, M04N02W14, M04N02W19, M04N02W22, M04N02W27,  
 8 M04N02W28, M04N04W04, M04N04W08, M04N04W09, M04N04W16, M04N04W17,  
 9 M04N04W20, M04N04W32, M04N04W35, M04N05W15, M04N05W16, M04N05W21,  
 10 M04N05W24, M04N05W28, M04N05W32, M04N05W33, M04N05W34, M04N05W35,  
 11 M04N05W36, M04N06W06, M04N06W07, M04N06W08, M04N06W17, M04N06W18,  
 12 M04N06W19, M04N06W20, M04N06W21, M04N06W28, M04N06W29, M04N06W30,  
 13 M04N06W32, M04N06W33, M04N07W01, M04N07W02, M04N07W03, M04N07W12,  
 14 M04N07W13, M04N07W24, M04S02W27, M04S02W28, M04S03W31, M04S03W32,  
 15 M04S03W33, M05N01W31, M05N01W32, M05N01W33, M05N02W25, M05N02W35,  
 16 M05N02W36, M05N04W33, M05N07W34, M05N07W35, M05S01W25, M05S01W26,  
 17 M05S01W33, M05S01W34, M05S01W35, M05S01W36, M05S02W02, M05S02W03,  
 18 M05S02W04, M05S02W08, M05S02W09, M05S02W10, M05S02W16, M05S02W17,  
 19 M05S02W19, M05S02W25, M05S02W26, M05S02W29, M05S02W30, M05S02W32,  
 20 M05S03W04, M05S03W05, M05S03W06, M05S03W07, M05S03W08, M05S03W15,  
 21 M05S03W17, M05S03W18, M05S03W22, M05S03W24, M05S04W01, M05S04W12,  
 22 M06S01W02, M06S01W03, M06S01W04, M06S01W06, M06S01W07, M06S01W09,  
 23 M06S01W10, M06S02W01, M06S02W02, M06S02W03, M06S02W05, M06S02W10,  
 24 M06S02W11.

25  
 26 **California Tiger Salamander**

27 EPA's authorization of any use of Acephate, Aluminum Phosphide, Azinphos-methyl,  
 28 Bensulide, Beta-cyfluthrin, Bifenthrin, Chlorophacinone, Chlorothalonil, Chlorpyrifos,

1 Cyfluthrin, Cyhalothrin (lambda), Cypermethrin, Deltamethrin, Dimethoate, Diphacinone,  
2 Disulfoton, Endosulfan, Esfenvalerate, Ethoprop, Fenpropathrin, Fipronil, Fluvalinate,  
3 Imidacloprid, Malathion, Maneb, Mancozeb, Metam sodium, Methamidophos, Methidathion,  
4 Methomyl, Methoprene, Methyl Bromide, Oryzalin, Oxydemeton-methyl, Oxyfluorfen, PCNB,  
5 Phenothrin, Phosmet, Propargite, Resmethrin, S-metolachlor, Strychnine, Tetramethrin,  
6 Tralomethrin, and Zeta-cypermethrin is hereby ENJOINED, VACATED, and SET ASIDE in

- 7 1. all areas within 200 feet of the habitat described below if applied by ground; and
- 8 2. all areas within 400 feet of the habitat described below if applied by air.

9 **Applicable Habitat.** For the California tiger salamander, “habitat” means fresh-water  
10 (including natural or manmade (e.g., stock) ponds, slow-moving streams or pools within  
11 streams, vernal pools, and other ephemeral or permanent water bodies which typically  
12 support inundation during winter rains and hold water for a minimum of 12 weeks in a  
13 year of average rainfall, but only to the extent that any such ecological features are found  
14 within the eight counties specifically identified in the Complaint (and in this Stipulated  
15 Injunction) in either (1) critical habitat designated for the California tiger salamander by  
16 the FWS (70 Fed. Reg. 49380), as depicted by the FWS at <http://crithab.fws.gov/>, or (2) in  
17 the following sections of California: M01N01E01, M01N01E02, M01N01E03,  
18 M01N01E04, M01N01E12, M01N01E13, M01N01E20, M01N01E23, M01N01E24,  
19 M01N01E28, M01N01W02, M01N02E05, M01N02E06, M01N02E07, M01N02E08,  
20 M01N02E16, M01N02E17, M01N02E18, M01N02E26, M01N02E27, M01N02E28,  
21 M01N02E33, M01N02E34, M01N02E35, M01N02E36, M01S01E15, M01S01E16,  
22 M01S02E01, M01S02E02, M01S02E03, M01S02E10, M01S02E11, M01S02E12,  
23 M01S02E13, M01S02E14, M01S02E15, M01S02E16, M01S02E17, M01S02E20,  
24 M01S02E21, M01S02E22, M01S02E23, M01S02E24, M01S02E25, M01S02E26,  
25 M01S02E27, M01S02E29, M01S02E33, M01S02E34, M01S02E35, M01S02E36,  
26 M01S03E04, M01S03E05, M01S03E06, M01S03E07, M01S03E08, M01S03E09,  
27 M01S03E17, M01S03E18, M01S03E19, M01S03E20, M01S03E21, M01S03E22,  
28 M01S03E23, M01S03E26, M01S03E27, M01S03E28, M01S03E29, M01S03E30,

1 M01S03E31, M01S03E32, M01S03E35, M01S03E36, M02N01E28, M02N01E30,  
2 M02N01E33, M02N01W21, M02N01W22, M02N01W25, M02N01W26, M02N01W27,  
3 M02N01W28, M02N01W33, M02N01W34, M02N01W35, M02N01W36, M02S01E04,  
4 M02S01E08, M02S01E09, M02S01E16, M02S01E17, M02S01E20, M02S01E21,  
5 M02S01E22, M02S01E24, M02S01E25, M02S01E26, M02S01E27, M02S01E28,  
6 M02S01E33, M02S01E34, M02S01E35, M02S01E36, M02S02E01, M02S02E02,  
7 M02S02E03, M02S02E04, M02S02E09, M02S02E10, M02S02E11, M02S02E12,  
8 M02S02E13, M02S02E14, M02S02E15, M02S02E25, M02S02E26, M02S02E27,  
9 M02S02E28, M02S02E31, M02S02E33, M02S02E34, M02S02E35, M02S02E36,  
10 M02S03E01, M02S03E02, M02S03E06, M02S03E08, M02S03E09, M02S03E10,  
11 M02S03E16, M02S03E17, M02S03E18, M02S03E19, M02S03E20, M02S03E21,  
12 M02S03E22, M02S03E23, M02S03E24, M02S03E26, M02S03E29, M02S03E30,  
13 M02S03E31, M02S03E32, M02S03E33, M02S03E34, M02S03E35, M02S04E19,  
14 M03S01E01, M03S01E02, M03S01E03, M03S01E14, M03S01E15, M03S01E22,  
15 M03S01E23, M03S01E24, M03S01E25, M03S01E27, M03S01E28, M03S01E34,  
16 M03S01E35, M03S01E36, M03S02E01, M03S02E04, M03S02E05, M03S02E12,  
17 M03S02E13, M03S02E15, M03S02E16, M03S02E19, M03S02E21, M03S02E22,  
18 M03S02E24, M03S02E30, M03S02E31, M03S02E32, M03S02E35, M03S03E04,  
19 M03S03E05, M03S03E06, M03S03E07, M03S03E08, M03S03E10, M03S03E12,  
20 M03S03E18, M03S03E19, M03S03E20, M03S03E21, M03S03E23, M03S03E25,  
21 M03S03E26, M03S03E27, M03S03E28, M03S03E29, M03S03E30, M03S03E35,  
22 M03S03E36, M03S04E17, M03S04E29, M03S04E30, M03S04E31, M03S04E32,  
23 M04N01E34, M04N01W10, M04N01W11, M04S01E01, M04S01E02, M04S01E03,  
24 M04S01E04, M04S01E09, M04S01E10, M04S01E11, M04S01E14, M04S01E16,  
25 M04S01E17, M04S01E18, M04S01E22, M04S01E24, M04S01E27, M04S01E28,  
26 M04S01E29, M04S01E33, M04S01E34, M04S01E35, M04S01W13, M04S01W24,  
27 M04S02E07, M04S02E12, M04S02E13, M04S02E17, M04S02E18, M04S02E27,  
28 M04S02E35, M04S02E36, M04S03E01, M04S03E07, M04S03E18, M05N01E07,

1 M05N01E14, M05N01E16, M05N01E17, M05N01E18, M05N01E19, M05N01E20,  
 2 M05N01E21, M05N01E28, M05N01E29, M05N01E30, M05N01W10, M05N01W12,  
 3 M05N01W13, M05N01W14, M05N01W15, M05N08W03, M05N08W04, M05N08W11,  
 4 M05S01E02, M05S01E12, M05S01E19, M05S01E20, M05S01E23, M05S01E30,  
 5 M05S01W03, M05S01W15, M05S01W16, M05S01W21, M05S01W22, M05S02E01,  
 6 M05S02E08, M05S02E09, M05S02E10, M05S02E11, M05S03E06, M05S03W34,  
 7 M06N07W31, M06N08W03, M06N08W04, M06N08W05, M06N08W06, M06N08W07,  
 8 M06N08W08, M06N08W09, M06N08W10, M06N08W11, M06N08W14, M06N08W15,  
 9 M06N08W16, M06N08W22, M06N08W26, M06N08W27, M06N08W32, M06N08W34,  
 10 M06N08W35, M06N08W36, M06S02E22, M06S02E23, M06S02E24, M06S02E25,  
 11 M06S02E26, M06S02E27, M06S02E35, M06S02E36, M06S03E31, M06S03W03,  
 12 M06S03W04, M06S03W09, M06S03W10, M06S03W15, M06S03W16, M07N09W36,  
 13 M07N08W05, M07N08W08, M07N08W19, M07N08W20, M07N08W28, M07N08W29,  
 14 M07N08W30, M07N08W31, M07N08W32, M07N08W33, M07N08W34, M07N09W25,  
 15 M07S01E25, M07S01E27, M07S01E28, M07S01E36, M07S02E03, M07S02E10,  
 16 M07S02E11, M07S02E13, M07S02E14, M07S02E19, M07S02E24, M07S02E25,  
 17 M07S02E28, M07S02E30, M07S02E31, M07S02E33, M07S03E19, M07S03E20,  
 18 M08S02E15, M08S02E16, M08S02E34, M08S02E36, M09S02E03, M09S02E04,  
 19 M09S02E09, M09S03E10, M09S03E11, M09S03E36, M09S04E15, M09S04E16,  
 20 M09S04E21, M09S04E22, M10S03E08, M10S03E09, M10S03E10, M10S03E15,  
 21 M10S03E16, M10S03E17, M10S03E22, M10S03E27, M10S03E28, M10S03E34,  
 22 M10S05E10, M11S04E07, M11S04E12, M11S04E18, M11S04E29, M11S04E30.

23  
 24 **San Francisco Garter Snake**

25 EPA's authorization of any use of Acephate, Aluminum Phosphide, Azinphos-methyl,  
 26 Bensulide, Beta-Cyfluthrin, Bifenthrin, Carbofuran, Chlorothalonil, Chlorpyrifos, Cyfluthrin,  
 27 Cyhalothrin (lambda), Cypermethrin, Deltamethrin, Dimethoate, Disulfoton, Endosulfan,  
 28 Esfenvalerate, Ethoprop, Fenpropathrin, Fipronil, Fluvalinate, Imidacloprid, Magnesium

1 phosphide, Methamidophos, Methidathion, Methomyl, Naled, Oxydemeton-methyl,  
2 Oxyfluorfen, PCNB, Phenothrin, Permethrin, Potassium nitrate, Propargite, Resmethrin, Sodium  
3 nitrate, Strychnine, Tetramethrin, Tralomethrin, Trifluralin, and Zeta-cypermethrin is hereby  
4 ENJOINED, VACATED, and SET ASIDE in

- 5 1. all areas within 200 feet of the habitat described below if applied by ground; and
- 6 2. all areas within 400 feet of the habitat described below if applied by air.

7 **Applicable Habitat.** For the San Francisco garter snake, “habitat” means fresh-water  
8 (including natural or manmade (e.g., stock) ponds, slow-moving streams or pools within  
9 streams, vernal pools, and other ephemeral or permanent water bodies which typically  
10 support inundation during winter rains and hold water for a minimum of 12 weeks in a  
11 year of average rainfall, but only to the extent that any such ecological features are found  
12 within the eight counties specifically identified in the Complaint (and in this Stipulated  
13 Injunction) in the following sections of California: M03S05W31, M04S05W03,  
14 M04S05W05, M04S05W06, M04S05W08, M04S05W09, M04S05W16, M05S04W07,  
15 M05S04W17, M05S04W18, M05S04W19, M05S04W20, M05S04W21, M05S04W28,  
16 M05S05W01, M05S05W12, M05S05W29, M08S05W04, M08S05W09, M08S05W16,  
17 M08S05W25, M08S05W26, M09S04W07, M09S04W08, M09S04W17, M09S04W18,  
18 M09S04W28.

19  
20 **California Freshwater Shrimp**

21 EPA’s authorization of any use of Acephate, Bensulide, Beta-cyfluthrin, Bifenthrin,  
22 Chlorothalonil, Chlorpyrifos, Cyfluthrin, Cyhalothrin (lambda), Cypermethrin, Deltamethrin,  
23 Dimethoate, Disulfoton, Esfenvalerate, Ethoprop, Fenpropathrin, Fipronil, Fluvalinate,  
24 Imidacloprid, Methamidophos, Methidathion, Methomyl, Oxydemeton-methyl, Oxyfluorfen,  
25 PCNB, Phenothrin, Propargite, Resmethrin, Tetramethrin, Tralomethrin, and Zeta-cypermethrin  
26 is hereby ENJOINED, VACATED, and SET ASIDE in

- 27 1. all areas within 100 feet of the habitat described below if applied by ground; and
- 28 2. all areas within 400 feet of the habitat described below if applied by air.

1 **Applicable Habitat.** For the California freshwater shrimp, “habitat” means all perennial  
 2 streams or intermittent streams with perennial pools, but only to the extent that any such  
 3 ecological features are found within the eight counties specifically identified in the  
 4 Complaint (and in this Stipulated Injunction) in the following sections of California:  
 5 M02N08W04, M02N08W05, M02N08W09, M02N08W10, M02N08W14, M02N08W15,  
 6 M02N08W16, M02N08W23, M07N11W11, M03N08W19, M03N08W29, M03N08W30,  
 7 M03N08W31, M03N08W32, M03N09W35, M03N09W36, M05N05W23, M05N05W24,  
 8 M05N05W25, M05N05W26, M05N06W02, M05N09W18, M05N09W19, M05N10W13,  
 9 M05N10W24, M06N06W05, M06N06W06, M06N06W07, M06N06W08, M06N06W16,  
 10 M06N06W17, M06N06W21, M06N06W27, M06N06W35, M06N09W04, M06N09W05,  
 11 M06N09W22, M06N09W23, M06N09W24, M06N10W12, M06N10W13, M06N10W14,  
 12 M06N10W17, M06N10W18, M06N10W19, M06N10W20, M06N10W21, M06N10W22,  
 13 M06N10W23, M06N10W24, M06N10W25, M06N10W27, M06N10W28, M06N11W13,  
 14 M06N11W14, M06N11W23, M07N09W33, M07N10W13, M07N10W14, M07N10W24,  
 15 M07N11W02, M07N11W03, M07N06W32, M07N09W17, M07N09W19, M07N09W20,  
 16 M08N07W01, M08N07W06, M08N11W15, M08N11W22, M08N11W27, M08N11W34,  
 17 M09N07W25, M09N07W31, M09N07W36.

18  
 19 **San Joaquin Kit Fox**

20 EPA’s authorization of any use of Acephate, Aldicarb, Aluminum phosphide, Azinphos-  
 21 methyl, Brodifacoum, Bromadiolone, Carbofuran, Chlorophacinone, Chlorpyrifos, Difenacoum,  
 22 Difethialone, Diphacinone, Endosulfan, Magnesium phosphide, Naled, Phorate, Potassium  
 23 nitrate, Sodium cyanide, Sodium nitrate, Strychnine, and Trufuralin is hereby ENJOINED,  
 24 VACATED, and SET ASIDE in

- 25 1. all areas within 600 feet of the habitat described below if applied by ground or  
 26 air.

27 **Applicable Habitat.** For the San Joaquin kit fox, “habitat” means all denning areas,  
 28 defined as the 100 foot circular radius around the set of holes in the ground forming the

1 surface of the den, as depicted in the Department of Pesticide Regulation Endangered  
 2 Species Project, San Joaquin kit fox, denning characteristics, attached hereto as  
 3 Attachment B, but only to the extent that any such ecological features are found within the  
 4 eight counties specifically identified in the Complaint (and in this Stipulated Injunction) in  
 5 the following sections of California: M01N01E01, M01N01E02, M01N01E03,  
 6 M01N01E04, M01N01E05, M01N01E34, M01N01E35, M01S01E02, M01S01E03,  
 7 M01S01W25, M01S01W36, M01S02E16, M01S02E17, M01S02E21, M01S03E03,  
 8 M01S03E04, M01S03E09, M01S03E10, M01S03E15, M01S03E16, M01S03E19,  
 9 M01S03E21, M01S03E22, M01S03E23, M01S03E31, M01S03E32, M01S03E33,  
 10 M01S03E35, M01S03E36, M01S04E31, M02N01E28, M02N01E32, M02N01E33,  
 11 M02N01E35, M02N01E36, M02S01W01, M02S03E02, M02S03E03, M02S03E04,  
 12 M02S03E05, M02S03E07, M02S03E10, M02S03E11, M02S04E07, M02S04E32,  
 13 M03S03E04, M03S03E05, M03S04E06, M04S01E07, M04S01E18, M10S06E21,  
 14 M10S06E22, M10S06E27, M10S06E28.

### 16 **Alameda Whipsnake**

17 EPA's authorization of any use of 2,4-D, Acrolein, Aluminum phosphide, Brodifacoum,  
 18 Bromadiolone, Bromethalin, Chlorophacinone, Difenacoum, Difethialone, Diphacinone,  
 19 Magnesium phosphide, Potassium nitrate, Sodium nitrate, Strychnine, Warfarin, and Zinc  
 20 phosphide is hereby ENJOINED, VACATED, and SET ASIDE in

- 21 1. all areas within 100 feet of the habitat described below if applied by ground; and
- 22 2. all areas within 400 feet of the habitat described below if applied by air.

23 **Applicable Habitat.** For the Alameda whipsnake, "habitat" means all areas described as  
 24 shrub communities known as chaparral consisting of northern coastal sage scrub and  
 25 coastal sage, and in open grasslands, oak savanna, and oak-bay woodland occurring within  
 26 500 feet of such shrub communities, but only to the extent that any such ecological features  
 27 are found within the eight counties specifically identified in the Complaint (and in this  
 28 Stipulated Injunction) in either (1) critical habitat designated for the Alameda whipsnake

1 by the FWS (71 Fed. Reg. 58176), as depicted by the FWS at <http://crithab.fws.gov/>, or (2)  
 2 in the following sections of California: M01N01E04, M01N01E08, M01N01E11,  
 3 M01N01E12, M01N01E20, M01N01E21, M01N01E33, M01N02W17, M01N02W19,  
 4 M01N02W20, M01N03W33, M01N04W36, M01S01E04, M01S01E05, M01S01E08,  
 5 M01S01W17, M01S01W18, M01S01W30, M01S01W31, M01S02E28, M01S02E29,  
 6 M01S02E32, M01S02E33, M01S02E34, M01S02W02, M01S02W03, M01S02W10,  
 7 M01S02W11, M01S02W12, M01S02W14, M02N01E33, M02S02W07, M02S02W17,  
 8 M02S02W28, M03S01W11, M03S01W19, M03S01W20, M03S01W29, M03S01W30,  
 9 M03S01W32, M03S02W12, M04S01W05, M05S04E04.

10  
 11 **Valley Elderberry Longhorn Beetle**

12 EPA's authorization of any use of Acephate, Aldicarb, Azinphos-methyl, Bensulide,  
 13 Beta-cyfluthrin, Bifenthrin, Carbofuran, Chlorpyrifos, Cyfluthrin, Cyhalothrin (lambda),  
 14 Cypermethrin, Deltamethrin, Dimethoate, Disulfoton, Endosulfan, Esfenvalerate, Ethoprop,  
 15 Fenpropathrin, Fluvalinate, Imidacloprid, Methamidophos, Methidathion, Methomyl, Naled,  
 16 Oxydemeton-methyl, Oxyfluorfen, Permethrin, Phenothrin, Phorate, Propargite, Resmethrin,  
 17 Tetramethrin, Tralomethrin, and Zeta-cypermethrin is hereby ENJOINED, VACATED, and  
 18 SET ASIDE in

- 19 1. all areas within 100 feet of the habitat described below if applied by ground; and  
 20 2. all areas within 400 feet of the habitat described below if applied by air.

21 **Applicable Habitat.** For the valley elderberry longhorn beetle, "habitat" means riparian  
 22 habitat containing elderberry, but only to the extent that any such ecological features are  
 23 found within the eight counties specifically identified in the Complaint (and in this  
 24 Stipulated Injunction) in the following sections of California: M08N01W28,  
 25 M08N01W31, M08N01W32, M05N02W05, M05N02W08, M05N02W11, M05N02W12,  
 26 M05N02W32, M06N02W19, M06N03W25, M06N03W36, M07N01E13, M07N01W06,  
 27 M07N02E18, M07N02E19, M07N02W12, M08N02W25, M08N02W26, M08N02W27,  
 28 M08N02W28, M08N02W29, M08N02W35, M08N02W36.

**Bay Checkerspot Butterfly**

EPA's authorization of any use of Acephate, Azinphos-methyl, Bensulide, Beta-cyfluthrin, Bifenthrin, Chlorothalonil, Chlorpyrifos, Cyfluthrin, Cyhalothrin (lambda), Cypermethrin, Deltamethrin, Dimethoate, Disulfoton, Endosulfan, Esfenvalerate, Ethoprop, Fenpropathrin, Fipronil, Fluvalinate, Imidacloprid, Methamidophos, Methidathion, Methomyl, Naled, Oxydemeton-methyl, Oxyfluorfen, PCNB, Pendimethalin, Permethrin, Phenothrin, Phorate, Propargite, Resmethrin, Tetramethrin, Tralomethrin, and Zeta-cypermethrin is hereby ENJOINED, VACATED, and SET ASIDE in

1. all areas within 100 feet of the habitat described below if applied by ground; and
2. all areas within 400 feet of the habitat described below if applied by air.

**Applicable Habitat.** For the Bay checkerspot butterfly, "habitat" means all grasslands depicted in red on the detailed GIS maps included at Attachment C, but only to the extent that any such ecological features are found within the 8 counties specifically identified in the Complaint (and in this Stipulated Injunction) in either (1) critical habitat designated for the Bay checkerspot butterfly by the FWS (66 Fed. Reg. 21449), as depicted by the FWS at <http://crithab.fws.gov/>, or (2) in the following sections of California: M05S04W26, M05S04W27, M05S04W34, M07S01E25, M07S01E36, M07S02E29, M07S02E30, M07S02E31, M07S02E32, M08S01E36, M08S02E02, M08S02E03, M08S02E10, M08S02E11, M08S02E13, M08S02E14, M08S02E15, M08S02E22, M08S02E23, M08S02E24, M08S02E25, M08S02E26, M08S02E36, M08S03E19, M08S03E29, M08S03E30, M08S03E31, M08S03E32, M08S03E33, M09S01E01, M09S02E02, M09S02E03, M09S02E06, M09S02E10, M09S02E11, M09S03E03, M09S03E04, M09S03E05, M09S03E06, M09S03E08, M09S03E09, M09S03E10, M09S03E17, M09S03E18, M09S03E19, M09S03E20.

**4. Terminating Events.**

The interim injunctive relief set forth above in Section 3 will terminate automatically for a FIFRA authorization for a particular use of any of the Pesticides covered under Section 2 (including those Pesticides identified in footnote 1) upon the completion of the consultation

1 obligation imposed under Section 7(a)(2) of the ESA and the implementing ESA consultation  
2 regulations. The EPA shall provide Plaintiff with notice of completion of Section 7(a)(2)  
3 consultation obligations made pursuant to this paragraph within 14 days of such determination,  
4 by facsimile or electronic mail, addressed to Plaintiff's Counsel of Record in this matter.

5  
6 **ACTIVITIES EXEMPTED FROM INTERIM INJUNCTIVE RELIEF**

7 **5. Particular Pesticide Programs Excluded.**

8 Notwithstanding Section 3, CBD and EPA agree that the use of the Pesticides specified  
9 below is NOT ENJOINED, VACATED, OR SET ASIDE:

10 a. **Public Health Vector Control Programs.** The use of the Pesticides covered  
11 under Section 3 above for:

- 12 1. the purpose of public health vector control when such program is
- 13 administered by public entities; or
- 14 2. use by certified applicators for control of a vector pest when such
- 15 control is necessary to respond to a federally or state declared public
- 16 health emergency.

17 b. **Invasive Species and Noxious Weed Programs.** Aquatic and non-aquatic uses  
18 of the Pesticides covered under Section 3 above for control of state or federally  
19 designated invasive species and noxious weeds when such program is  
20 administered by public entities, so long as the following restrictions are  
21 implemented:

- 22 1. application of the Pesticides shall be limited to localized spot treatments
- 23 using hand held devices and may not occur within 20 feet of protected
- 24 habitat areas for the 11 species as set forth in Section 3 above;
- 25 2. the Pesticides cannot be used when precipitation is occurring or is
- 26 forecast to occur within 24 hours;
- 27 3. all spraying must be overseen by a certified applicator; and
- 28 4. for 2, 4-D, only the amine formulation can be used.

1           **6. Endangered Species Act Approved Uses.**

2           Notwithstanding Section 3, CBD and EPA agree that the use of the Pesticides covered  
3 under Section 3 above is NOT ENJOINED, VACATED, OR SET ASIDE where such use is  
4 permissible under one or more of the following:

- 5           a. a “no jeopardy” biological opinion issued under ESA Section 7(a)(2) by the FWS  
6 that addresses the use of the Pesticide and effects on any one or more of the  
7 eleven species subject to this Stipulated Injunction, provided that such use  
8 follows any “reasonable and prudent measures” established in connection with an  
9 incidental take statement included with the FWS’s opinion;
- 10          b. a “reasonable and prudent alternative” identified in a “jeopardy” biological  
11 opinion issued under ESA Section 7(a)(2) by the FWS that addresses the use of  
12 the Pesticide and effects on any one or more of the eleven species subject to this  
13 Stipulated Injunction provided that such use follows the “reasonable and prudent  
14 alternatives,” and any “reasonable and prudent measures” established in  
15 connection with an incidental take statement, included with the FWS’s opinion;
- 16          c. a written concurrence by the FWS in a “not likely to adversely affect”  
17 determination made under ESA Section 7(a)(2) that addresses the use of the  
18 Pesticide and effects on any of the eleven species subject to this Stipulated  
19 Injunction;
- 20          d. an incidental take permit issued by the FWS under ESA Section 10(a) that  
21 authorizes the take of any of the eleven species subject to this Stipulated  
22 Injunction from application or use of the Pesticide.

23           **7. Specific Pesticide Product or Use Exceptions.**

24           Notwithstanding Section 3, CBD and EPA agree that the following uses of the Pesticides  
25 covered under Section 3 above are NOT ENJOINED, VACATED, OR SET ASIDE:

- 26           a. use of the Pesticides in cattle ear tags;
- 27           b. indoor uses of the Pesticides;
- 28

- 1 c. tree injection applications of the Pesticides. However, the injection of the  
2 pesticides acephate, aldicarb, azinphos-methyl, carbofuran, chlorpyrifos,  
3 endosulfan, and phorate into elderberry trees occurring within the sections of land  
4 identified in Section 3 relative to the valley elderberry longhorn beetle is not  
5 permitted;
- 6 d. homeowner applications of the Pesticides to household potted plants;
- 7 e. use of the Pesticides in flea and tick collars for dogs and cats;
- 8 f. use of the Pesticides for spot treatments of wasp and hornet nests, provided that  
9 such use occurs at least sixty feet from protected habitat areas for the 11 species  
10 identified in Section 3 above;
- 11 g. individual tree removal using cut stump application of the Pesticides, provided  
12 that such use occurs at least sixty feet from protected habitat areas for the 11  
13 species identified in Section 3 above;
- 14 h. basal bark application of the Pesticides to individual plants, provided that such  
15 use occurs at least sixty feet from protected habitat areas for the 11 species  
16 identified in Section above;
- 17 i. use of the Pesticides (except brodifacoum, bromadiolone, difenacoum, and  
18 difethialone) for control of rodents adjacent to residential buildings (e.g., houses,  
19 apartment buildings, nursing homes, hospitals) or food handling, processing or  
20 serving establishments, provided: (1) the pesticide is applied by a certified  
21 applicator certified in a category that includes the use of rodenticides; and (2) the  
22 pesticide is used in a tamper resistant bait station deemed to be a Tier 1 bait  
23 station according to the standards described in the “Risk Mitigation Decision for  
24 Ten Rodenticides” (EPA May 2008); and (3) the bait stations are placed within  
25 10 feet of the structure;
- 26 j. use of the Pesticides for subterranean termite control, provided: (1) the pesticide  
27 is applied by a certified applicator certified in a category that includes the use of  
28

1 subterranean termite control products; and (2) the product is used within 10 feet  
2 of the structure being treated for termites.

3  
4 **NOTIFICATION REQUIREMENTS**

5 **8. Brochure Content**

6 EPA agrees to develop a bilingual (English & Spanish) brochure.

- 7 a. The brochure shall 1) state that CBD and EPA have reached a Stipulated
- 8 Injunction setting forth a schedule for effect determinations and interim relief
- 9 pending completion of consultation, if appropriate, with respect to EPA’s
- 10 registration of certain pesticides within certain areas of California, 2) list those
- 11 eight counties in the greater San Francisco Bay Area, including the Bay Delta,
- 12 impacted by the agreed-upon relief in this Stipulated Injunction, and identify the
- 13 affected species relative to each county,<sup>3</sup> 3) provide tips for reducing off-site
- 14 movement of pesticides, and 4) refer the reader to EPA’s website for further
- 15 information as noted below in Section 10.
- 16 b. The front cover of the brochure will incorporate the following heading and
- 17 statement and shall be in a large font and highly visible.

18 **WILDLIFE AND PESTICIDE HAZARDS**

19 **Some pesticide products may harm wildlife or their habitat.**

20 **9. Brochure Distribution**

21 The EPA shall distribute a copy of this brochure to all commercial certified applicators  
22 of the Pesticides covered by Section 3 above that reasonably can be identified and located within  
23

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24 <sup>3</sup> tidewater goby: San Mateo  
 25 delta smelt: Contra Costa, Solano  
 26 clapper rail: San Mateo, Contra Costa, Solano, Sonoma, Marin, Napa, Alameda, Santa Clara  
 27 salt marsh harvest mouse: San Mateo, Contra Costa, Solano, Sonoma, Marin, Napa, Alameda, Santa Clara  
 28 tiger salamander: Contra Costa, Solano, Sonoma, Alameda, Santa Clara  
San Francisco garter snake: San Mateo  
freshwater shrimp: Sonoma, Marin, Napa  
San Joaquin kit fox: Contra Costa, Alameda  
Alameda whipsnake: Contra Costa, Alameda  
valley elderberry Longhorn beetle: Solano  
Bay checkerspot butterfly: San Mateo, Alameda

1 the state of California; to all private certified applicators that reasonably can be identified and  
2 located as residing in the eight California counties where EPA's authorization of use of the  
3 Pesticides covered under Section 3 are Enjoined, Vacated, and Set Aside by this Stipulated  
4 Injunction; to all registrants of the Pesticides covered by Section 3 above; and to the California  
5 Department of Pesticide Regulation, California Department of Fish and Game, and Pacific  
6 Region of the United States Fish and Wildlife Service. In addition, EPA shall distribute two-  
7 hundred and fifty (250) copies of this brochure to each of the County Agricultural  
8 Commissioner and Cooperative Extension Agent offices in the eight California counties where  
9 EPA's authorization of use of the Pesticides covered under Section 3 are Enjoined, Vacated, and  
10 Set Aside by this Stipulated Injunction.

11 Finally, EPA shall mail the brochure described above to the pesticide user groups  
12 identified in Attachment D to this Stipulated Injunction entitled "Pesticide User Groups In The  
13 Bay Area." EPA shall provide annual notices to such user groups informing them that the  
14 Stipulated Injunction is still in effect and referring them to EPA's website for further  
15 information (including an electronic file of the brochure) until such time as EPA has completed  
16 the consultations for the Pesticides covered by Section 3 above, or has otherwise fulfilled its  
17 consultation obligations for such Pesticides relative to the 11 species at issue in this case.

#### 18 **10. Web-site Content**

19 EPA shall display on its website the following:

20 1) The full text of the Stipulated Injunction, 2) maps identifying the areas in the eight  
21 California counties identified in this Stipulated Injunction where the interim injunction relief  
22 applies, and 3) fact sheets for the 11 species identified in Section 3 that shall include, at a  
23 minimum, the biology, habitat needs, and status under the Endangered Species Act for each such  
24 species.

25 CBD and EPA agree that the maps provided by EPA on its website pursuant to this  
26 Section may be relied on to determine where the interim injunctive relief applies under this  
27 Stipulated Injunction.  
28

1           **11. Point of Sale Notice Content**

2           EPA shall develop a point of sale notification for the Urban Pesticides in the form of a  
3 shelf tag that incorporates the following written and graphic information:

- 4           a. The heading “Wildlife Hazard” in a large and visible font followed by the statement  
5           that:

6                         This product contains pesticides that may harm some wildlife species. Use of  
7                         this product in urban areas may pollute streams and downstream waters such as  
8                         the Bay and Delta.

9           Both the heading and the statement shall be highly visible to purchasers.

- 10          b. The notification shall also contain a prominent graphic.

11           **12. Point of Sale Distribution**

12          Within 120 days of the effective date of this Stipulated Injunction, EPA must contact the  
13 retailers identified in Attachment E to this Stipulated Injunction entitled “Retailers Who Will Be  
14 Provided Shelf Tags,” which shall be supplied by CBD, and inform them of the Stipulated  
15 Injunction and request that they post the point of sale shelf tags described above wherever they  
16 have for sale products containing the Urban Pesticides. EPA shall provide annual notices to  
17 such retailers informing them that the Stipulated Injunction is still in effect and referring them to  
18 EPA’s website for further information (including an electronic file of the point of sale shelf tags)  
19 until such time as EPA has completed the consultations for the Urban Pesticides, as defined in  
20 Section 2.c above, or has otherwise fulfilled its consultation obligations for the Urban  
21 Pesticides.

22           **13. Notification of Stipulated Injunction.**

23          The EPA is directed to mail copies of this Stipulated Injunction directly to all registrants  
24 of the Pesticides covered by Section 3. The EPA also is directed to display the terms of this  
25 Stipulated Injunction on EPA’s website.  
26  
27  
28





1       **21.** Neither EPA’s act of entering into this Stipulated Injunction, nor anything contained in  
2 this Stipulated Injunction, shall be interpreted as an acknowledgement, endorsement, and/or  
3 agreement by EPA as to the necessity and/or appropriateness of the buffers agreed to in  
4 connection with the interim restrictions set forth in Section 3.

5       **22.** Neither CBD’s act of entering into this Stipulated Injunction, nor anything contained in  
6 this Stipulated Injunction, shall be interpreted as an acknowledgement, endorsement, and/or  
7 agreement by CBD that the interim restrictions set forth in Section 3 constitute adequate long  
8 term protections to avoid jeopardy to species from pesticide impacts.

9       **23.** Nothing in this Stipulated Injunction shall bar EPA from acting on any matters covered  
10 herein in a time frame earlier than required by this Stipulated Injunction, or from taking  
11 additional actions not specified herein if EPA determines such actions are appropriate under  
12 applicable law.

13       **24.** EPA asserts that no provision of this Stipulated Injunction shall be interpreted as, or  
14 constitute, a commitment or requirement that EPA is obligated to spend funds in violation of the  
15 Anti-Deficiency Act, 31 U.S.C. Section 1341, or any other provisions of law. In response, CBD  
16 asserts that this Stipulated Injunction does not create a conflict with the Anti-Deficiency Act  
17 because the duty to make Section 7(a)(2) consultations is required in non-discretionary terms by  
18 the ESA and because the Anti-Deficiency Act would not excuse compliance with a pre-existing  
19 court-approved Stipulated Injunction. CBD intends to assert this position if EPA fails to comply  
20 with the terms of this Stipulated Injunction for reasons of insufficient appropriations. The EPA  
21 reserves all legal and equitable defenses to such a claim.

22       **25.** CBD and EPA agree that this Stipulated Injunction was negotiated in good faith and that  
23 entry of this Stipulated Injunction constitutes a settlement of claims that were vigorously  
24 contested, denied, and disputed by CBD and EPA. By entering into this Stipulated Injunction,  
25 CBD and EPA do not waive any claim or defense.

26       **26.** The undersigned representatives of CBD and EPA certify that they are fully authorized  
27 by the party (or parties) they represent to agree to the terms and conditions of this Stipulated  
28 Injunction and do hereby agree to the terms herein.

1       **27.** Upon entry of this Stipulated Injunction, CBD's Complaint shall be dismissed with  
2 prejudice. The dismissal shall apply to and be binding upon CBD and EPA hereto and anyone  
3 acting on their behalf, including successors, employees, agents, elected and appointed officers,  
4 and assigns. CBD agrees not to bring, assist any other party in bringing, or join EPA or any  
5 other party in any court proceeding that concerns an alleged violation of Section 7 of the ESA  
6 pertaining to the effects of any of the Pesticides on any of the eleven species identified in  
7 Section 3 in the eight Bay Area counties subject to this Stipulated Injunction until after the  
8 completion of any Terminating Event for that pesticide as set forth in Section 4 of this  
9 Stipulated Injunction.

10       **28.** This Stipulated Injunction does not constitute an admission or evidence of any fact,  
11 wrongdoing, misconduct, or liability on the part of the United States, including without  
12 limitation, EPA, its officers, or any other person affiliated with it, or any interpretation of any  
13 applicable provision of law. This Stipulated Injunction has no precedential value and shall not  
14 be used as evidence in any other court proceeding or in any other settlement discussions.

15       **29.** CBD's sole judicial remedy to address the merits of any final action that may ensue from  
16 EPA's performance of its obligations under this Stipulated Injunction is to file a separate lawsuit  
17 challenging such final action. EPA reserves all defenses to any such suit. Nothing in this  
18 Stipulated Injunction alters or affects the standards for review of final EPA action, or creates  
19 jurisdiction that otherwise would not exist to review EPA action.

20       **30.** Notwithstanding the dismissal of this action, CBD and EPA have agreed and requested  
21 that this Court retain jurisdiction to oversee compliance with the terms of this Stipulated  
22 Injunction and to resolve any motions to modify such terms. *See Kokkonen v. Guardian Life*  
23 *Ins. Co. of America*, 511 U.S. 375 (1994).

24       **31.** The terms of this Stipulated Injunction constitute the entire agreement of CBD and EPA,  
25 and no statement, agreement or understanding, oral or written, which is not contained herein,  
26 shall be recognized or enforced.  
27  
28



# ATTACHMENT A

cordgrass/pickleweed stand

**Native California Cordgrass – *Spartina foliosa***



**Pickleweed - *Salicornia virginica***



## ATTACHMENT B

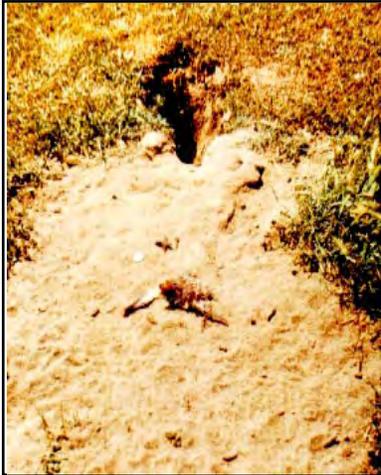
Department of Pesticide Regulation  
Endangered Species Project, San Joaquin kit  
fox, denning characteristics fact card



Kit Foxes prefer to dig their dens in friable soils. In hard clay soils they create dens by enlarging holes started by ground squirrels or badgers.

Their dens have several chambers and entrances.

Photos: Ken Sanger

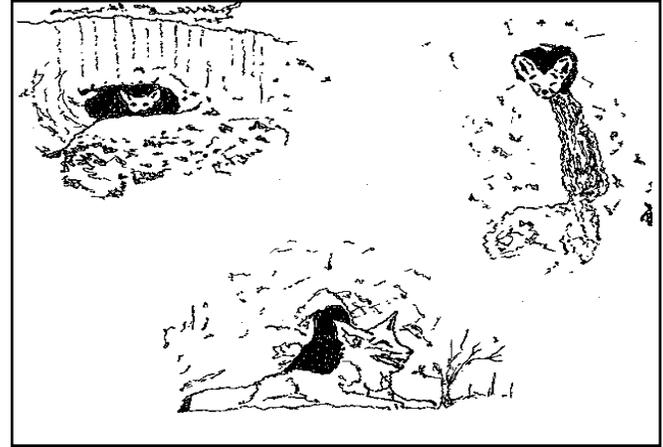


The main entrance is large and shaped like a keyhole.

Active dens may be littered with prey remains, scat, matted vegetation, and fresh pawprints.



Photo: Rosalie Faubion, USBR



The availability of suitable den sites is a crucial habitat requirement for San Joaquin Kit Foxes: they need dens throughout the year for shelter and to escape predators.

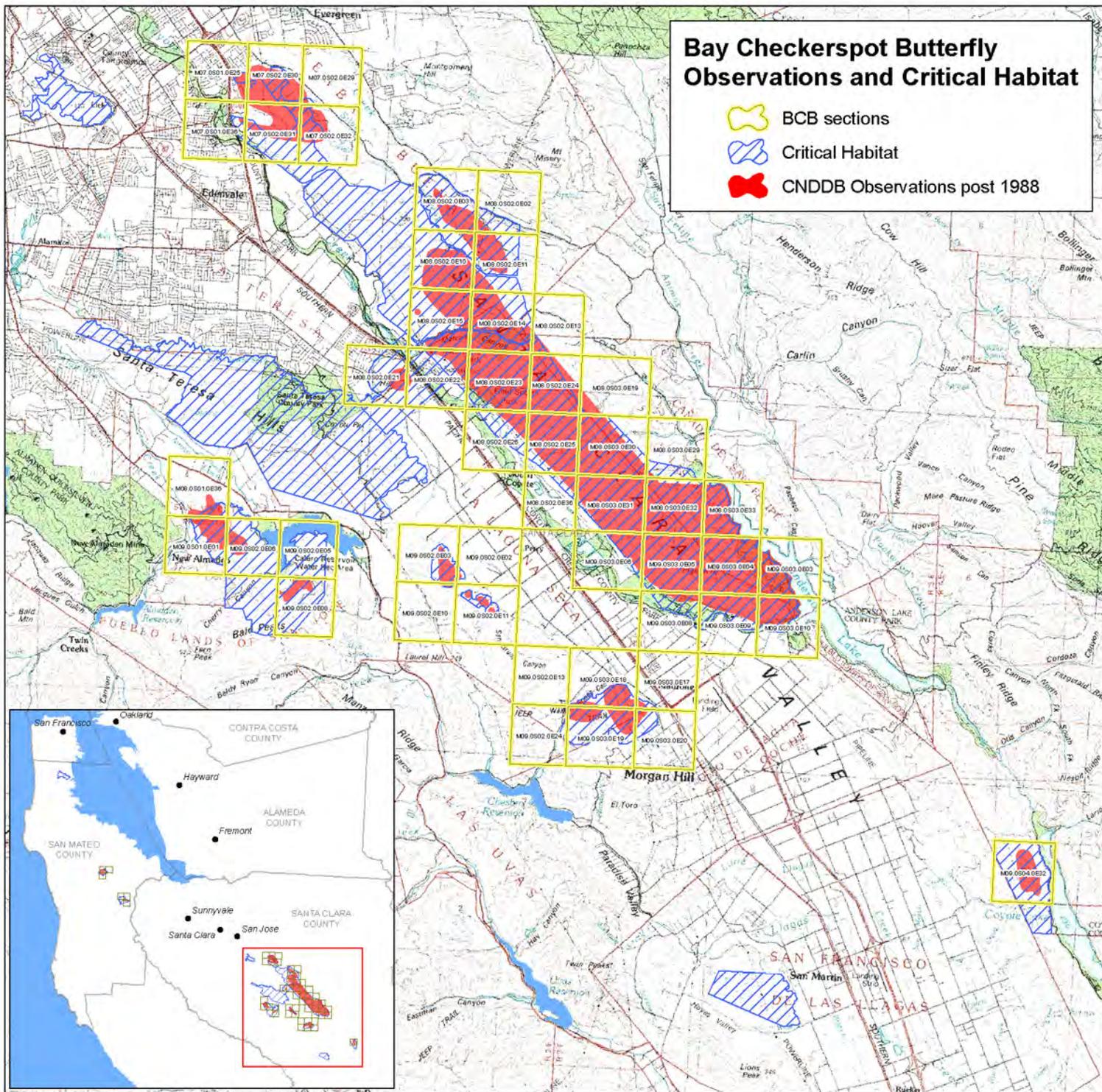
Kit Fox dens are typically located in flat terrain or gently sloping hills, in washes, drainages and roadside berms. The dens may have several entrances, measuring approximately 8 inches in diameter, or larger.

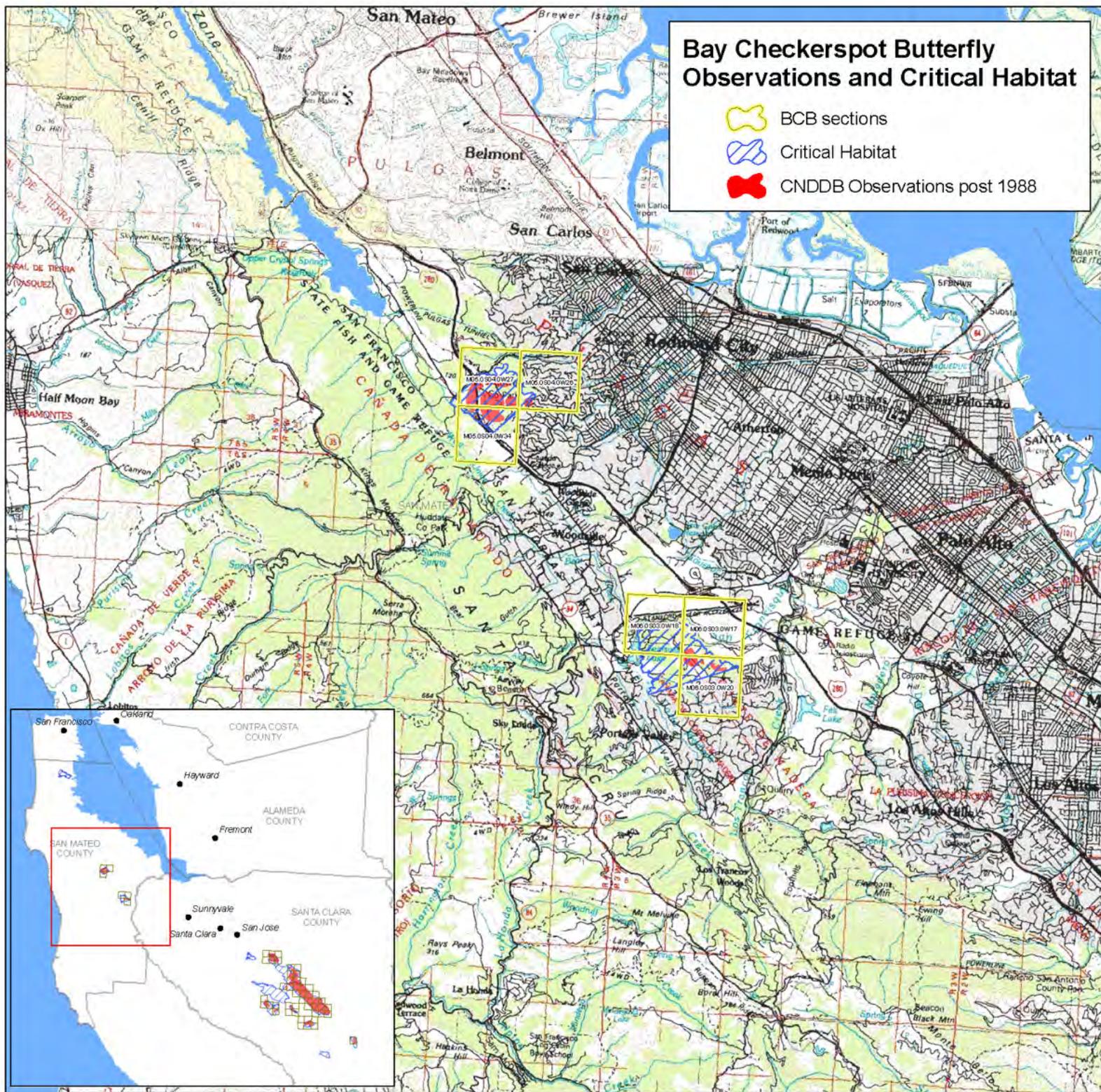
These foxes often reuse old dens or use man-made structures, such as culverts and pipes, that are small enough in diameter to exclude Coyotes.

Pupping dens are larger than others and the entrances to these natal dens are often conspicuous. In contrast, nonnatal dens may be easily overlooked, since there is less activity around them.

# ATTACHMENT C

Bay checkerspot - detailed GIS maps





# ATTACHMENT D

## Pesticide User Groups In The Bay Area

**Pesticide User Groups In The Bay Area**

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Sonoma County Winegrape Commission	420 Aviation Blvd, Suite 106	Santa Rosa	CA	95403
Sonoma County Wineries Association	420 Aviation Boulevard, Suite 106	Santa Rosa	CA	95403
Napa Valley Grape Growers Association	811 Jefferson St	Napa	CA	94559
California Association of Wine and Grape Growers	1325 J St Suite 1560	Sacramento	CA	95814
Lodi-Woodbridge Winegrape Commission	2545 W. Turner Rd	Lodi	CA	95242
Livermore Valley Winegrowers Association	3585 Greenville Rd, Suite 4	Livermore	CA	94550
Napa Valley Vintners	PO Box 141	St Helena	CA	94574
Santa Cruz Mountains Winegrowers Association	7605-A Old Dominion Ct.	Aptos	CA	95003
California Tomato Growers Association	2300 River Plaza Dr, Suite 100	Sacramento	CA	95833
California Dried Plum Board	3840 Rosin Court, Suite 170	Sacramento	CA	95834
California Cling Peach Board, Jim Melban	531-D North Alta Ave	Dinuba	CA	93618
California Canning Peach Association	2300 River Plaza Drive, Suite 110	Sacramento	CA	95833
California Alfalfa and Forage Association	36 Grande Vista	Novato	CA	94947
California Specialty Crops Council	4500 S Laspina, Suite 214	Tulare	CA	93274
California League of Food Processors	1755 Creekside Oaks Dr., Suite 250	Sacramento	CA	95833
California Tree Fruit Agreement	975 I Street, PO Box 968	Reedley	CA	93654
California Grape and Fruit League	W. Alluvial, Suite 107	Fresno	CA	93711
California Wild Rice Growers Association, Inc.	Fall River Wild Rice, 41577 Osprey Dr.	Fall River Mills	CA	96028
Butte County Rice Growers Association	PO Box 128	Richvale	CA	95974
The Almond Board of California	1150 Ninth St, Suite 1500	Modesto	CA	95354
California Walnut Commission	101 Parkshore Dr, Suite 250	Folsom	CA	95630
California Pistachio Board	PO Box 2077	Folsom	CA	95763
Rodoni Farms	235 West Ave.	Santa Cruz	CA	95060
Pfyffer Associates	2611 Mission St	Santa Cruz	CA	95060
Ocean mist Farms, Castroville Headquarters	10855 Ocean Mist Parkway	Castroville	CA	95012

# ATTACHMENT E

## Retailers Who Will Be Provided Shelf Tags

**Retailers Who Will Be Provided Shelf Tags**

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
West Berkeley True Value Hardware	2043 San Pablo Ave	Berkeley	CA	94702-1613
True Value Eastern Supplies	2900 Shattuck Ave	Berkeley	CA	94705-1809
Telegraph Hardware	6640 Telegraph Ave	Oakland	CA	94609
Orinda Hardware	56 Moraga Way	Orinda	CA	94563
Montclair Village Hardware	2011 Mountain Blvd	Oakland	CA	94611-2806
Glenview True Value Hardware	218 Park Blvd	Oakland	CA	94602-1312
Encinal True Value Hardware	2801 Encinal Ave	Alameda	CA	94501-4726
Rodeo True Value Hardware	670 Parker Ave	Rodeo	CA	94572-1435
Polk Home Hardware True Value	1630 Polk Street	San Francisco	CA	94109
Pacific Heights True Value Hardware	2828 California Street	San Francisco	CA	94115
Safeco Electric and True Value	301 Toland St	San Francisco	CA	94124
Home Hardware True Value	335 Clement St	San Francisco	CA	94118-2315
Creative Paint & True Value	5435 Geary Blvd	San Francisco	CA	94121-2306
Win Long True Value Hardware & Supply	2244 Irving St	San Francisco	CA	94122-1619
Mill Valley True Value	129 Miller Ave	Mill Valley	CA	94941-5502
J&J True Value	29 Geneva Ave	San Francisco	CA	94112-3402
Sunset True Value	3126 Noriega St	San Francisco	CA	94122-4046
Workbench True Value	19640 Center St	Castro Valley	CA	94546-4702
Pacific Lumber & True Value Hardware	4222 Redwood Hwy	San Rafael	CA	94903-2612
A & Foothill True Value Hardware	22500 Foothill Blvd	Hayward	CA	94541-4110
Novato True Value Builders Supply	800 Sweetser Ave	Novato	CA	94945-2461
Bolinas Bay Lumber Hardware & Landscaping Supply	1 Olema Bolinas Rd	Bolinas	CA	94924
Belmont True Value Hardware	940 El Camino Real	Belmont	CA	94002-2306
Workbench True Value Hardware	1807 Santa Rita Rd	Pleasanton	CA	94566-4744
Richert True Value Lumber & Hardware	5505 Sunol Blvd	Pleasanton	CA	94566-7765
Hulbert True Value Lumber	37500 Cedar Blvd	Newark	CA	94560-4136

Napa True Value Builders Supply	2590 Jefferson St	Napa	CA	94558-4933
Bruce Bauer True Value Lumber	134 San Antonio Cir	Mountain View	CA	94040-1207
Mintons True Value Lumber & Supply	455 W Evelyn Ave	Mountain View	CA	94041-1313
Blossom True Value Hardware	1297 West El Camino Real	Mountain View	CA	94040-2701
Monument True Value Hardware & Lumber	2111 Freedom Blvd	Freedom	CA	95019-2722
Walmart	1400 Hilltop Mall Road	Richmond	CA	94806
Walmart	1021 Arnold Dr	Martinez	CA	94553
Walmart	8400 Edgewater Drive	Oakland	CA	94621
Walmart	1919 Davis Street	San Leandro	CA	94577
Walmart	7011 Main Street	American Canyon	CA	94503
Walmart	30600 Dyer Street	Union City	CA	94587
Walmart	2203 Loveridge Road	Pittsburg	CA	94565
Walmart	4501 Rosewood Drive	Pleasanton	CA	94588
Walmart	300 Chadbourne Road	Fairfield	CA	94534
Walmart	4893 Lone Tree Way	Antioch	CA	94509
Walmart	681 Lincoln Avenue	Napa	CA	94559
Walmart	40580 Albrae Street	Fremont	CA	94538
Walmart	2700 Las Positas Road	Livermore	CA	94550
Walmart	44009 Osgood Road	Fremont	CA	94539
Walmart	600 Showers Drive	Mountain View	CA	94040
Walmart	1501 Helen Power Drive	Vacaville	CA	95687
Walmart	301 Ranch Drive	Milpitas	CA	95035
Walmart	4625 Redwood Drive	Rohnert Park	CA	94928
Walmart	777 Story Road	San Jose	CA	95122
Arlington Ace Hardware	303 Arlington Ave	Kensington	CA	94707
Berkeley Ace Hardware	2145 University Ave	Berkeley	CA	94704
Pastime Hardware	10057 San Pablo Ave	El Cerrito	CA	94530
Ellis Ace Hardware	5424 Martin Luther King Jr Way # J	Oakland	CA	94609
Ace Hardware	4920 McBryde Ave	Richmond	CA	9480
Oliver's Ace Hardware	4071 San Pablo Dam Rd	El Sobrante	CA	94803

Whale Point Marine & Hardware	205 Cutting Blvd	Richmond	CA	94804
Markus Supply Ace Hardware	625 3rd St	Oakland	CA	94607
Laurel Ace Hardware	4024 Macarthur Blvd	Oakland	CA	94619
Moraga Ace Hardware & Lumber	1409 Moraga Way	Moraga	CA	94556
Lafayette Ace Hardware	3311 Mt Diablo Blvd	Lafayette	CA	94549
Pagano's Ace Hardware Mart	1100 Lincoln Ave	Alameda	CA	94501
Financial District Hardware	140 Pine St	San Francisco	CA	94111
Cole Hardware	70 4th St	San Francisco	CA	94103
Cole Hardware	2254 Polk St	San Francisco	CA	94109
Brownies Ace Hardware	1563 Polk St	San Francisco	CA	94109
Bill's Ace Hardware	3610 Pacheco Blvd	Martinez	CA	94553
Bill's Ace Hardware	1530 Contra Costa Blvd	Pleasant Hill	CA	94523
Center Hardware And Supply Co	999 Mariposa St	San Francisco	CA	94107
Central Ace Hardware	1949 Post St	San Francisco	CA	94115
Pedrotti Ace Hardware	830 Southampton Rd	Benicia	CA	94510
Handy Handyman Hardware	2075 Market St	San Francisco	CA	94114
Standard 5 & 10 Ace	3545 California St	San Francisco	CA	94118
Dutton Hardware	595 Dutton Ave	San Leandro	CA	94577
Walnut Creek Ace Hardware	2967 Ygnacio Valley Rd	Walnut Creek	CA	94598
Goodman Building Sply Co	775 Redwood Hwy	Mill Valley	CA	94941
Cole Hardware	956 Cole St	San Francisco	CA	94117
Cole Hardware	3312 Mission St	San Francisco	CA	94110
Standard Plumbing Ace Hardware	1019 Clement St	San Francisco	CA	94118
Bill's Ace Hardware	3375 Port Chicago Hwy	Concord	CA	94520
Ace Hardware of San Leandro	14315 E 14th St	San Leandro	CA	94578
Standard Plumbing Ace Hardware	6122 Geary Blvd	San Francisco	CA	94121
General Hardware Company	401 Miller Ave	Mill Valley	CA	94941
Bill's Ace Hardware	4451 Clayton Rd	Concord	CA	94521
Jim Corbet's Store	1155 Magnolia Ave	Larkspur	CA	94939
9 Pm Ace Hardware	2526 Noriega St	San Francisco	CA	94122

O'Connor Lumber Co	4310 Sonoma Blvd	Vallejo	CA	94589
Brisbane Hardware & Sply Inc	1 Visitacion Ave	Brisbane	CA	94005
Pete's Ace Hardware	2569 Castro Valley Blvd	Castro Valley	CA	94546
South City Lumber & Supply	499 Railroad Ave	South San	CA	94080
Fairfax Lumber Company	109 Broadway Blvd	Fairfax	CA	94930
Hayward Ace	808 B St	Hayward	CA	94541
Pini Ace Hardware	1535 S Novato Blvd Ste A	Novato	CA	94947
Pittsburg Ace Hardware	125 E Leland Rd	Pittsburg	CA	94565
Millbrae Lumber Company	200 El Camino Real	Millbrae	CA	94030
Linda Mar Ace Home Center	560 San Pedro Ave	Pacifica	CA	94044
Antioch Ace Hardware	501 Sunset Dr	Antioch	CA	94509
Carlmont Ace Hardware	1029 Alameda	Belmont	CA	94002
Dale Hardware Inc	37100 Post St	Fremont	CA	94536
Suisun Ace Hardware	252 Sunset Ave	Suisun City	CA	94585
Zeller's Ace Hardware	819 Randolph St	Napa	CA	94559
Clark's Ace Hardware	325 Lincoln Ave	Napa	CA	94558
Redwood City Hardware	2163 Roosevelt Ave	Redwood City	CA	94061
Oakley Ace Hardware	305 5th St	Oakley	CA	94561
Big B Lumber	6600 Brentwood Blvd	Brentwood	CA	94513
Parsons Lumber & Hardware	17800 Sonoma Highway	Boyes Hot Sprgs	CA	95416
Menlo Park Hardware	700 Santa Cruz Ave	Menlo Park	CA	94025
Brentwood Ace Hardware	8900 Brentwood Blvd Ste J	Brentwood	CA	94513
Mc Ivors Ace Hardware	43350 Ellsworth St	Fremont	CA	94539
Ocean Shore Hardware	111 Main St	Half Moon Bay	CA	94019
Ace Building Supply Center	11280 State Route 1	Pt Reyes Sta	CA	94956
Palo Alto Hardware	875 Alma St	Palo Alto	CA	94301
Rex Ace Hardware	313 B St	Petaluma	CA	94952
Pacific Ace Hardware	627 Merchant St	Vacaville	CA	95688
Oilwell Materials/Hardware Co	506 State Highway 12	Rio Vista	CA	94571-1424
Bennett Valley Ace Hardware	2739 Yulupa Ave	Santa Rosa	CA	95405

Steves Hardware Inc	1370 Main St	St Helena	CA	94574
Alum Rock Hardware	2243 Alum Rock Ave	San Jose	CA	95116
Mission Ace Hardware & Lumber	4310 Sonoma Hwy	Santa Rosa	CA	95409
Campbell Ace Hdw	148 N San Tomas Aquino Rd	Campbell	CA	95008
Southern Lumber	1402 S First St	San Jose	CA	95110
Willow Glen Ace Hardware	2253 Lincoln Ave	San Jose	CA	95125
College Hardware	15 Angwin Plz	Angwin	CA	94508
Guerneville Fulton Ace	2551 Guerneville Rd	Santa Rosa	CA	95401
Sebastopol Hardware Ctr	660 Gravenstein Hwy N	Sebastopol	CA	95472
Ace Los Gatos Hardware	15300 Los Gatos Blvd	Los Gatos	CA	95032
Rural Supply Hardware	110 S Santa Cruz Ave	Los Gatos	CA	95030
Ace Hardware of Gilroy	1260 B First St	Gilroy	CA	95020
Johnson Lumber Company	600 Tennant Ave	Morgan Hill	CA	95037
Orchard Supply Hardware	1025 Ashby Avenue	Berkeley	CA	94710
Orchard Supply Hardware	2245 Gellert Boulevard	South San	CA	94080
Orchard Supply Hardware	1751 Eastshore Boulevard	El Cerrito	CA	94530
Orchard Supply Hardware	900 El Camino Real	Millbrae	CA	94030
Orchard Supply Hardware	1151 Andersen Drive	San Rafael	CA	94901
Orchard Supply Hardware	1440 Fitzgerald Drive	Pinole	CA	94564
Orchard Supply Hardware	1550 Canyon Road	Moraga	CA	94556
Orchard Supply Hardware	300 Floresta Boulevard	San Leandro	CA	94578
Orchard Supply Hardware	1010 Metro Center Boulevard	Foster City	CA	94404
Orchard Supply Hardware	177 Lewelling Boulevard	San Lorenzo	CA	94580
Orchard Supply Hardware	3980 Bel Aire Plaza	Napa	CA	94558
Orchard Supply Hardware	220 Peabody Road	Vacaville	CA	95687
Orchard Supply Hardware	1390 N. McDowell Blvd.	Petaluma	CA	94954
Orchard Supply Hardware	1440 Fitzgerald Drive	Pinole	CA	94564
Orchard Supply Hardware	1151 Andersen Drive	San Rafael	CA	94901
Home Depot	303 E Lake Merced Blvd	Daly City	CA	94015
Home Depot	91 Colma Blvd	Colma	CA	94014

Home Depot	2 Colma Blvd	Colma	CA	94014
Home Depot	3838 Hollis Avenue	Emeryville	CA	94608
Home Depot	4000 Alameda Avenue	Oakland	CA	94601
Home Depot	11939 San Pablo Ave	El Cerrito	CA	94530
Home Depot	111 Shoreline Pkwy	San Rafael	CA	94901
Home Depot	13901 San Pablo Avenue	San Pablo	CA	94806
Home Depot	1933 Davis St	San Leandro	CA	94577
Home Depot	1801 Fourth Street	San Rafael	CA	94901
Home Depot	2001 Chess Dr	San Mateo	CA	94404
Home Depot	1625 Sycamore Avenue	Hercules	CA	94547
Home Depot	21787 Hesperian Blvd	Hayward	CA	94541
Home Depot	1125 Old County Rd	San Carlos	CA	94070
Home Depot	3211 Danville Blvd	Alamo	CA	94507
Home Depot	1037 Arnold Drive	Martinez	CA	94553
Home Depot	30055 Industrial Pkwy W	Union City	CA	94587
Home Depot	2750 Crow Canyon Rd	San Ramon	CA	94583
Home Depot	2090 Meridian Park Blvd	Concord	CA	94520
Home Depot	1461 Concord Avenue	Concord	CA	94520
Home Depot	225 Soscol Ave	Napa	CA	94559
Home Depot	2121 Cadenasso Dr	Fairfield	CA	94533
Home Depot	1175 Admiral Callaghan Ln	Vallejo	CA	94591
Home Depot	2000 Lakeville Highway	Petaluma	CA	94594
Home Depot	510 Orange Drive	Vacaville	CA	95687
Home Depot	4825 Redwood Dr	Rohnert Park	CA	94928
Home Depot	1625 Sycamore Avenue	Hercules	CA	94547
Home Depot	100 Bicentennial Way	Santa Rosa	CA	95403
Home Depot	1037 Arnold Drive	Martinez	CA	94553
Home Depot	13901 San Pablo Avenue	San Pablo	CA	94806
Home Depot	11939 San Pablo Ave	El Cerrito	CA	94530
Home Depot	2090 Meridian Park Blvd	Concord	CA	94520

Home Depot	1461 Concord Avenue	Concord	CA	94520
Home Depot	1801 Fourth Street	San Rafael	CA	94901
Home Depot	111 Shoreline Pkwy	San Rafael	CA	94901
Home Depot	6280 Hembree Lane	Windsor	CA	95492
Home Depot	5424 Ygnacio Valley Rd	Concord	CA	94521
Home Depot	2300 N Park Blvd	Pittsburg	CA	94565
Home Depot	3838 Hollis Avenue	Emeryville	CA	94608
Home Depot	3211 Danville Blvd	Alamo	CA	94507
Home Depot	2181 Monterey Road	San Jose	CA	95112
Home Depot	2435 Lafayette	Santa Clara	CA	95050
Home Depot	2855 Story Road	San Jose	CA	95127
Home Depot	480 E Hamilton Ave	Campbell	CA	95008
Home Depot	635 W Capitol Expressway	San Jose	CA	95136
Home Depot	1177 Great Mall Drive	Milpitas	CA	95035
Home Depot	1855 Hillsdale Avenue	San Jose	CA	95124
Home Depot	920 Blossom Hill Rd	San Jose	CA	95123
Home Depot	680 Kifer Rd	Sunnyvale	CA	94086
Home Depot	975 DE Anza Blvd	San Jose	CA	95129
Home Depot	43900 Icehouse Terrace	Fremont	CA	94538
Home Depot	1781 E Bayshore Rd	East Palo Alto	CA	94303
Home Depot	5401 Thornton Ave	Newark	CA	94560
Home Depot	860 E Dunne Avenue	Morgan Hill	CA	95037
Home Depot	30055 Industrial Pkwy W	Union City	CA	94587
Home Depot	1125 Old County Rd	San Carlos	CA	94070
Home Depot	2600 41st Avenue	Soquel	CA	95073
Home Depot	6000 Johnson Dr	Pleasanton	CA	94588
Home Depot	21787 Hesperian Blvd	Hayward	CA	94541
Home Depot	2500 Las Positas Rd	Livermore	CA	94550
Lowe's	720 DUBUQUE AVENUE	SOUTH SAN FRANCISCO	CA	94080

Lowe's	1340 EL CAMINO REAL	SAN BRUNO	CA	94066
Lowe's	32040 UNION LANDING BLVD.	UNION CITY	CA	94587
Lowe's	1951 AUTO CENTER DRIVE	ANTIOCH	CA	94509
Lowe's	3750 DUBLIN BOULEVARD	DUBLIN	CA	94568
Lowe's	5503 LONE TREE WAY	ANTIOCH	CA	94531
Lowe's	43612 PACIFIC COMMONS BLVD	FREMONT	CA	94538
Lowe's	4255 FIRST STREET	LIVERMORE	CA	94551
Lowe's	1751 EAST MONTE VISTA AVENUE	VACAVILLE	CA	95668
Lowe's	811 EAST ARQUES AVENUE	SUNNYVALE	CA	94085
Lowe's	7921 REDWOOD DRIVE	COTATI	CA	94931