

IN THE UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff )  
 )  
 v. )  
 )  
 SOUTHEASTERN GROCERS, INC., BI-LO, LLC, )  
 and WINN-DIXIE STORES, INC., )  
 )  
 Defendant. )

**CONSENT DECREE**

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WHEREAS, Plaintiff, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a Complaint in this action concurrently with this Consent Decree alleging that Defendant Southeastern Grocers, Inc. violated Section 608 of the Clean Air Act (“CAA” or the “Act”), 42 U.S.C. § 7671g, and the commercial refrigerant repair and recordkeeping regulations at 40 C.F.R. Part 82, Subpart F, §§ 82.150-82.169 (Recycling and Emissions Reduction) (2016).

WHEREAS, Southeastern Grocers, Inc. was incorporated under the laws of the State of Delaware on May 30, 2018 and acquired the assets and liabilities of Southeastern Grocers, LLC on May 30, 2018.

WHEREAS, Southeastern Grocers, Inc. is the successor-in-interest to Southeastern Grocers, LLC.

WHEREAS, BI-LO, LLC was organized and established under the laws of the State of Delaware on August 15, 2000.

WHEREAS, Winn-Dixie Stores, Inc. was organized and established under the laws of the State of Florida on December 24, 1928. Amended and Restated Articles of Incorporation for Winn-Dixie Stores, Inc. were filed with the Florida Secretary of State on November 21, 2006 and again on May 24, 2018.

WHEREAS, the Complaint alleges that SEG, as defined below, has failed to comply with the leak repair and/or recordkeeping requirements of 40 C.F.R. Part 82, Subpart F (2016), at some or all of the grocery stores identified in Appendix A to this Consent Decree.

WHEREAS, on September 22, 2015, EPA issued an information request (“Information Request”) to Southeastern Grocers, LLC pursuant to Section 114 of the Act, 42 U.S.C. § 7414, regarding the repair of leaks from commercial refrigeration appliances normally containing more

than 50 pounds of refrigerant that includes a class I or class II ozone-depleting substance, at 15 stores in Florida.

WHEREAS, on December 4, 2015, Southeastern Grocers, LLC submitted its responses to the Information Request, including more than 400 pages of records and information.

WHEREAS, on March 11, 2016, pursuant to Section 113(a)(1) of the Act, 42 U.S.C. § 7413(a)(1), EPA issued a Finding of Violation (“FOV”) finding that Southeastern Grocers, LLC, d/b/a Winn Dixie, violated the leak repair and/or recordkeeping requirements of 40 C.F.R. Part 82, Subpart F (2016) at five (5) grocery stores located in Jacksonville, Florida.

WHEREAS, on April 19, 2016, Southeastern Grocers, LLC submitted its responses to the FOV objecting to certain findings of EPA.

WHEREAS, on August 3, 2016, Southeastern Grocers, LLC submitted to EPA a self-evaluation plan to conduct a comprehensive evaluation of all refrigeration appliances at grocery stores, under its or its direct or indirect subsidiaries’ ownership and/or operation, and based on the evaluation, propose response actions for each appliance that (i) had three or more leaks within a 12-month period and for which the cumulative leak rate was greater than 80% during that period, or (ii) that had a recorded leak for which the amount of added gas was uncertain. EPA approved the plan on August 6, 2016.

WHEREAS, on November 11, 2016, Southeastern Grocers, LLC submitted to EPA a Comprehensive Self-Evaluation Report for Targeted Air Conditioning and Refrigeration Systems (“Self-Evaluation Report”) detailing the results of the comprehensive self-evaluation and proposing response actions. The Self-Evaluation Report included leak repair information for appliances that met certain criteria at 366 stores owned and/or operated by Southeastern Grocers,

LLC and/or its direct or indirect subsidiaries during the period May 1, 2014, through April 30, 2016.

WHEREAS, Defendants do not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

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

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

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

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

## II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States, and upon Defendants and their successors and assigns, or other entities or persons otherwise bound by law.

4. SEG shall cause a copy of this Consent Decree to be provided, either electronically or in paper form, to all of the respective officers, employees, agents, and contractors of SEG who SEG reasonably determines will provide any material amount of the work or services required by SEG to comply with this Consent Decree. SEG shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

5. No transfer of ownership or operation of a Store, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve SEG of its obligation to comply fully with the Consent Decree with respect to all other Stores that remain under SEG's ownership or operation.

6. At least 30 Days prior to any transfer of ownership or operation to a Transferee of any Store, SEG shall (i) provide a copy of this Consent Decree to the proposed Transferee; (ii) provide written notice of the prospective transfer to the United States in accordance with Section XV of this Decree (Notices); (iii) submit to the United States a plan to ensure that the Refrigerant Compliance Management Plan, or another refrigerant compliance management plan approved by EPA, is implemented at all such transferred Stores; and (iv) submit to the United States a plan to ensure SEG completes the Self-Evaluation Report Response Actions required for the Covered Refrigeration Equipment at all such transferred Stores (if any) within 180 days of the transfer of ownership or operation, or by the time required by the Self-Evaluation Report Response Actions, whichever is earlier. The prospective transfer shall automatically be deemed accepted unless the

United States notifies SEG within 17 Days from receipt of SEG's written notice of the prospective transfer. Any transfer of a Store without complying with this Paragraph constitutes a violation of this Consent Decree. After transfer of ownership or operation to a Transferee of any Store in compliance with this Paragraph, a Transferee's failure to implement the Refrigerant Compliance Management Plan, or another refrigerant compliance management plan approved by EPA, shall not constitute a violation of this Consent Decree by SEG.

7. Paragraph 6 of this Consent Decree shall not be construed to require written notice to or consent from the United States for (1) Store closures for Stores that Retired (or will Retire) all Covered Refrigeration Equipment within 180 days of each respective Store closure date, (2) termination(s) or expiration(s) of Store leases for Stores that Retired (or will Retire) all Covered Refrigeration Equipment within 180 days of each respective Store closure date, (3) Store closures or the termination or expiration of Store leases for which the only Covered Refrigeration Equipment remaining at the Store (excluding Covered Refrigeration Equipment that will be Retired as provided in Subparagraphs (1) or (2) above) are comfort cooling appliances that were not owned by SEG prior to the closure, transfer, or lease termination or expiration; (4) relocation(s) of Stores, (5) relocation of Covered Refrigeration Equipment between Stores owned or operated by SEG; (6) changes in Store-level staffing and/or management, (7) the transfer, sale or assignment, of any equity interest (in whole or in part) in SEG or any direct or indirect SEG subsidiary, affiliate, or related entity, or (8) the transfer, sale or assignment, of any equity, ownership or operations of Stores or leases or other assets between any of the SEG Operating Entities.



8. In any action to enforce this Consent Decree, SEG shall not raise as a defense the failure by any of SEG's officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

### **III. OBJECTIVES**

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

### **IV. DEFINITIONS**

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

- a. "Acquired Store" shall mean any Store for which the ownership or operations is/are acquired from a third-party entity by SEG, whether by the assignment of the lease, an asset purchase agreement or otherwise, from the date of lodging until this Consent Decree is terminated in accordance with Section XIX;
- b. "Additional Upgrades" shall have the definition provided in Paragraph 22;

- c. “Advanced Refrigerants” shall mean any of the following refrigerants: R-744, R-448A, R-449A, R-513A, R-450A, or an equivalent EPA-approved refrigerant;
- d. “Complaint” shall mean the complaint filed by the United States in this action;
- e. “Company-Wide Average Leak Rate” for a given Effective Year shall mean the sum of the total number of pounds of Refrigerant added to all Covered Refrigeration Equipment at all Stores during the period of SEG’s ownership or operation in such Effective Year, divided by the total Full Charge (in pounds) of all Covered Refrigeration Equipment at all Stores owned or operated by SEG in such Effective Year, as calculated using the Company-Wide Average Leak Rate Formula in Appendix B (Leak Rate Formulas), which is attached to and incorporated into this Consent Decree;
- f. “Consent Decree” or “Decree” shall mean this Decree and all appendices attached hereto (listed in Section XXIV);
- g. “Covered Refrigeration Equipment” shall mean refrigeration equipment at any Store, including any refrigerator, chiller, freezer, or air conditioner, with a Full Charge of 50 pounds or more of Refrigerant;
- h. “Day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;
- i. “Effective Date” shall have the definition provided in Section XVI;

- j. “Effective Year” shall mean the 12 consecutive month period beginning on the first of the month of the first full calendar month that occurs at least 60 days after the Effective Date.
- k. “EPA” shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States;
- l. “Full Charge” shall have the definition provided in 40 C.F.R. § 82.152, except that “refrigerant” shall have the meaning of “Refrigerant” set forth in this Paragraph;
- m. “GWP Value” of a Refrigerant shall be the global warming potential value published by its manufacturer;
- n. “New Store” shall mean any Store opened by SEG from the date of lodging until this Consent Decree is terminated in accordance with Section XIX. A “New Store” includes any Store that is closed and relocated. A “New Store” does not include an “Acquired Store” unless such store was initially opened by a prior grocery operator (not affiliated with SEG) during the three calendar years after the year of the Effective Date.
- o. “Operating Entity” shall mean any corporate entity that is a direct or indirect subsidiary of Southeastern Grocers, Inc. that owns and/or is responsible for the operation of a Store and/or Covered Refrigeration Equipment, including but not limited to BI-LO, LLC and Winn-Dixie Stores, Inc. (or collectively the, “Operating Entities”).
- p. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral or an upper or lower case letter;

- q. “Parties” shall mean the United States, Southeastern Grocers, Inc., BI-LO, LLC, and Winn-Dixie Stores, Inc.;
- r. “Refrigerant” shall mean any substance used as a heat transfer fluid or gas including ozone-depleting substances, and their substitutes found acceptable by EPA’s Significant New Alternatives Policy Program set forth at 40 C.F.R. Part 82, Subpart G. For purposes of this subparagraph, “Refrigerant” shall not include secondary loop fluid, such as propylene glycol, in a secondary loop refrigeration system;
- s. “Refrigerant Compliance Management Plan” shall mean the Refrigerant Compliance Management Plan (attached as Appendix C and incorporated into this Consent Decree) prepared by Southeastern Grocers, LLC and approved by EPA that is designed to ensure compliance with Subchapter VI of the Act, 42 U.S.C. §§ 7671-7671q, and EPA’s commercial refrigerant repair and recordkeeping regulations at 40 C.F.R. Part 82, Subpart F, by improving SEG’s Refrigerant emissions management and recordkeeping systems. The Refrigerant Compliance Management Plan includes any subsequent amendments or changes to such plan made in accordance with Paragraph 15 of this Consent Decree;
- t. “Retire,” “Retired,” or “Retiring” shall have the definition provided in 40 C.F.R. § 82.152;
- u. “Section” shall mean a portion of this Decree identified by a Roman numeral;

- v. “SEG” shall mean Defendant Southeastern Grocers, Inc. (formerly, Southeastern Grocers, LLC) and the Operating Entities;
- w. “Self-Evaluation Report Response Actions” shall have the definition provided in Paragraph 18;
- x. “Store” shall mean any store that contains any Covered Refrigeration Equipment and is owned or operated by SEG (i) as of the date of lodging of this Decree, or (ii) from the date of lodging of this Decree through the date of termination of this Decree in accordance with Section XIX;
- y. “Store Leak Rate” for a given Effective Year shall mean the sum of the total number of pounds of Refrigerant added to all Covered Refrigeration Equipment at a Store during the period of SEG’s ownership or operation in such Effective Year, divided by the sum of the total Full Charge (in pounds) of all Covered Refrigeration Equipment at a Store owned or operated by SEG in such Effective Year, as calculated using the Store Leak Rate Formula in Appendix B (Leak Rate Formulas), which is attached to and incorporated into this Consent Decree; and
- z. “Transferee” or “Transferees” shall mean a third-party company or operator that is not a direct or indirect subsidiary of SEG.
- aa. “United States” shall mean the United States of America, acting on behalf of EPA;

**V. CIVIL PENALTY**

11. Within 30 Days after the Effective Date of this Consent Decree, SEG shall pay the sum of \$300,000 as a civil penalty.

12. Defendants shall pay the civil penalty due at <https://www.pay.gov> to the U.S. Department of Justice account, in accordance with instructions provided to Defendants by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Middle District of Florida after the Effective Date. The payment instructions provided by the FLU shall include a Consolidated Debt Collection System (“CDCS”) number, which Defendants shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Jordan Post  
Senior Vice President – Store Development & Real Estate  
8928 Prominence Parkway, Building 200  
Jacksonville, Florida 32256  
Office: 904-370-7775  
Email: JordanPost@segrocers.com

With copy to:

Southeastern Grocers, Inc.  
Attn: Legal Department  
8928 Prominence Parkway, Building 200  
Jacksonville, Florida 32256

on behalf of Defendants. Defendants may change the individual to receive payment instructions on their behalf by providing written notice of such change to the United States and EPA in accordance with Section XV (Notices). At the time of payment, Defendants shall send notice that payment has been made: (i) to EPA via email at [acctsreceivable.cinwd@epa.gov](mailto:acctsreceivable.cinwd@epa.gov) or via regular mail at EPA Cincinnati Finance Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to the United States via email or regular mail in accordance with Section XV (Notices); and (iii) to EPA in accordance with Section XV (Notices). Such notice shall reference the CDCS Number and DOJ case number 90-5-2-1-11839.

13. Defendants shall not deduct any penalties paid under this Consent Decree pursuant to this Section or Section IX (Stipulated Penalties) in calculating their federal income taxes.

## **VI. COMPLIANCE REQUIREMENTS**

### **A. Refrigerant Compliance Management Plan**

14. Starting no later than 30 Days after the Effective Date, SEG shall cause the implementation of the Refrigerant Compliance Management Plan at all Stores owned or operated by SEG. A violation of the Refrigerant Compliance Management Plan shall be a violation of this Consent Decree.

15. Prior to implementing any amendments or changes to the Refrigerant Compliance Management Plan, SEG shall submit a revised Refrigerant Compliance Management Plan to EPA along with a letter identifying the amendments or changes. The Refrigerant Compliance Management Plan shall automatically be deemed amended or changed by such proposed amendments or changes 30 days after the EPA has received SEG's submission, unless the EPA notifies SEG in writing prior to such date that it declines to approve such amendments or changes and provides written comments. Within 30 days of receiving EPA's written notification, SEG shall either (i) revise the Refrigerant Compliance Management Plan consistent with EPA's written comments and submit the revised Refrigerant Compliance Management Plan to EPA, (ii) withdraw the submitted proposed amendments or changes to the Refrigerant Compliance Management Plan, or (iii) invoke Dispute Resolution under Section XI of this Consent Decree.

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

16. SEG shall achieve a Company-Wide Average Leak Rate that is at or below 21.0%, 19.0%, and 17.0% for the each of the first, second, and third Effective Years, respectively.

17. If SEG fails to achieve a Company-Wide Average Leak Rate that is at or below 21.0%, 19.0%, and 17.0% for any of the first, second, and third Effective Years, respectively, in accordance with Paragraph 16, SEG shall take the following measures:

- a. SEG shall pay stipulated penalties pursuant to Section IX of this Consent Decree.
- b. Within 90 days following the Effective Year in which SEG failed to achieve a Company-Wide Average Leak Rate that is at or below 21.0% for the first Effective Year, 19.0% for the second Effective Year, and/or 17.0% for the third Effective Year, in accordance with Paragraph 16, SEG shall submit to EPA a proposed Corrective Action Plan for approval pursuant to this Consent Decree. The proposed Corrective Action Plan shall include a description of all actions taken or to be taken to ensure that SEG achieves a Company-Wide Average Leak Rate that is at or below 19.0% for the second Effective Year, and 17.0% for the third Effective Year and each Effective Year thereafter as set forth in Paragraph 17.d below, and, with respect to actions not already completed, the schedule for their implementation. EPA shall, in writing, either (a) approve the proposed Corrective Action Plan; (b) approve the proposed Corrective Action Plan and provide written comments; (c) approve part of the proposed Corrective Action Plan, disapprove the remainder, and provide written comments; or (d) disapprove the proposed Corrective Action Plan and provide written comments. Within 30 Days of receiving EPA's written comments, SEG shall either (i) revise the Corrective Action Plan consistent with EPA's written comments and



submit the revised Corrective Action Plan to EPA for final approval, or (ii) invoke Dispute Resolution under Section XI of this Consent Decree. To the extent the proposed Corrective Action Plan requires action prior to receipt of EPA's approval or disapproval, SEG shall cause the proposed Corrective Action Plan to be implemented in accordance with the schedule set forth therein until EPA approves a Corrective Action Plan or a Corrective Action Plan is completed pursuant to Dispute Resolution.

- c. Upon receipt of EPA's approval of the Corrective Action Plan, or upon completion of the Corrective Action Plan pursuant to Dispute Resolution, SEG shall cause implementation of the Corrective Action Plan in accordance with the schedule set forth therein.
- d. If SEG fails to achieve a Company-Wide Average Leak Rate that is at or below 17.0% for the third Effective Year, SEG shall continue to be subject to a Company-Wide Average Leak Rate that is at or below 17.0% and shall continue to take the measures set forth in this Paragraph each subsequent Effective Year until it achieves a Company-Wide Average Leak Rate that is at or below 17.0% percent for an Effective Year.

**C. Self-Evaluation Report Response Actions**

18. SEG shall cause the response actions for each targeted commercial refrigeration system identified in the Response Action Schedule (attached as Appendix D and incorporated into this Consent Decree) (hereafter, the "Self-Evaluation Report Response Actions") to be completed according to the Response Action Schedule, except that any Covered Refrigeration Equipment subject to a Self-Evaluation Report Response Action may be Retired by the required date for the

Self-Evaluation Report Response Action in lieu of completing the Self-Evaluation Report Response Action, provided, however, that SEG may not reuse or sell any Retired appliance component (compressor, condenser, etc.) identified in Appendix E (Restricted Component List) unless SEG first obtains written approval from EPA.

19. Subject to the limitations set forth in Paragraph 18, if any Self-Evaluation Report Response Actions have not been completed by the deadlines established in Appendix D (Response Action Schedule), SEG shall pay stipulated penalties pursuant to Section IX of this Consent Decree.

20. The Self-Evaluation Report Response Actions may be modified only by a subsequent written agreement signed by the Parties.

**D. Mitigation Projects: New Stores and Additional Upgrades**

21. SEG shall ensure that all Covered Refrigeration Equipment in any New Store uses only Advanced Refrigerants, provided, however, that any Covered Refrigeration Equipment sourced from and shared with an existing Store shall be excepted from this requirement so long as the Full Charge of such equipment does not increase.

22. Each Effective Year during the first, second, and third Effective Years, SEG shall identify five (5) Stores containing Covered Refrigeration Equipment that do not use an Advanced Refrigerant and shall convert (whether by retrofit or replacement at SEG's discretion) all Covered Refrigeration Equipment at each of the five (5) identified Stores to use only Advanced Refrigerants (hereinafter, an "Additional Upgrades"). The conversion of the Covered Refrigeration Equipment to use Advanced Refrigerants at the five identified Additional Upgrades shall be completed during the Effective Year that the Additional Upgrades are identified. No Store that is required to convert Covered Refrigeration Equipment pursuant to the Self-Evaluation Report, as provided in

Paragraph 18 above, may be identified as an Additional Upgrade to meet this Paragraph of the Consent Decree. SEG shall ensure that all Covered Refrigeration Equipment in any Additional Upgrade uses only Advanced Refrigerants following the completion of the conversion of the Covered Refrigeration Equipment to use Advanced Refrigerants.

#### **VII. PARTICIPATION IN RECOGNITION PROGRAMS**

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

#### **VIII. REPORTING REQUIREMENTS**

24. No later than 90 days after each Effective Year, continuing until the Parties have submitted for the Court's approval a joint stipulation terminating the Consent Decree or the Consent Decree is otherwise terminated pursuant to Section XIX (Termination), SEG shall submit to the United States a Compliance Report that includes the following information for the prior Effective Year:

- a. a list of all Stores, noting all Acquired Stores, New Stores, openings, closings, lease terminations, lease expirations, and transfers of ownership or operation;
- b. a list of all Covered Refrigeration Equipment at each Store, which includes manufacturer, model, and year of Covered Refrigeration Equipment, Refrigerant used in such Covered Refrigeration Equipment, and its Full Charge, in pounds, as of the last day of such Effective Year;

- c. a list of Retired Covered Refrigeration Equipment;
- d. a list of Covered Refrigeration Equipment that has been relocated to a different Store that is owned or operated by SEG;
- e. a list of in-process (with expected completion date) and completed Additional Upgrades;
- f. the number of pounds of Refrigerant added to each piece of Covered Refrigeration Equipment and the Store Leak Rate at each Store;
- g. the Company-Wide Average Leak Rate;
- h. a description of the Preventative Leak Check program implemented pursuant to Section E.2. of the Refrigerant Compliance Management Plan;
- i. a description of the System Integrity Check program implemented pursuant to Section E.3. of the Refrigerant Compliance Management Plan;
- j. a certification of compliance with the Refrigerant Compliance Management Plan during the prior Effective Year, or a description of all incidences of noncompliance with the Refrigerant Compliance Management Plan during the prior Effective Year and a certification of otherwise compliance with the Refrigerant Compliance Management Plan;
- k. a certification that the Self-Evaluation Report Response Actions required by Section VI.C. and the Response Action Schedule (attached in Appendix D to this Consent Decree) have been completed by the timeframes specified in the Response Action Schedule during the prior Effective Year, or a description of all incidences of noncompliance during the prior Effective

Year and a certification of otherwise compliance with the Self-Evaluation Report Response Actions;

- l. a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the Compliance Report is due, SEG shall so state in the report. SEG shall investigate the cause of the violation and shall then submit an amendment to the Compliance Report, including a full explanation of the cause of the violation, within 60 Days of the day SEG becomes aware of the cause of the violation;
- m. an affirmative statement regarding compliance or noncompliance with 40 C.F.R. Part 82, Subpart F, at the Stores during the prior Effective Year (not required for SEG initial Compliance Report); and
- n. beginning with the Compliance Report covering the first Effective Year, the following information regarding Advanced Refrigerants in Covered Refrigeration Equipment at each New Store and Additional Upgrade pursuant to Section VI.D: (1) Store location; (2) Refrigerant used; (3) Full Charge; (4) Store Leak Rate; (5) details of where/how leaks occurred; and (6) a brief summary of monthly energy use by such equipment and in comparison to refrigeration systems with similar age, capacity, component efficiencies, and ambient conditions, as evidenced by monthly utility bills.

25. Data in each Compliance Report submitted by SEG under this Section shall be submitted in Microsoft Excel or equivalent spreadsheet form. SEG shall submit each Compliance Report to the United States in electronic form in accordance with the requirements of Section XV (Notices) of this Consent Decree. SEG hardcopy submissions of each hardcopy Compliance Report, including data, will serve as the official copies of SEG's submissions and will be used to determine compliance with the terms of this Consent Decree.

26. Each Compliance Report submitted by SEG under this Section shall be signed by a SEG official and shall include the following certification:

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

27. Whenever any violation of this Consent Decree or any other event affecting SEG's performance under this Decree, or the performance of its Stores, may pose an immediate threat to the public health or welfare or the environment, SEG shall notify EPA and the National Response Center orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after SEG first knew of the violation or event. This procedure is in addition to the requirements set forth in Paragraphs 24 through 26.

28. The reporting requirements of this Consent Decree do not relieve SEG of any reporting obligations required by the Clean Air Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

29. Subject to paragraph 62 below, any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

30. SEG may request an extension of the deadline for submitting a Compliance Report pursuant to this Section, provided that such request is made 45 Days prior to the deadline for submission of the Compliance Report. The United States may grant or reject the request in its sole unreviewable discretion.

#### **IX. STIPULATED PENALTIES**

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

32. Payment of Civil Penalty. If SEG fails to pay the civil penalties required to be paid under Section V of this Decree (Civil Penalty) when due, SEG shall pay a stipulated penalty of \$2,500 for each Day that the payment is late.

33. Store Transfer. If SEG transfers a Store to a Transferee and fails to comply with the requirements of Paragraph 6 of this Decree (pre-transfer requirements), SEG shall pay a stipulated penalty of \$35,000.

34. Refrigerant Compliance Management Plan. For each failure to implement the Refrigerant Compliance Management Plan at a Store as required by Section VI.A, SEG shall pay a stipulated penalty of \$500 per violation per Day until the date on which the applicable required implementation is completed.

35. Company-Wide Average Leak Rate. If SEG fails to achieve a Company-Wide Average Leak Rate that is at or below 21.0%, 19.0%, and 17.0% for the each of the first, second, and third Effective Years, respectively, in accordance with Section VI.B, SEG shall pay stipulated penalties as follows:

<b>Company-Wide Leak Rate</b>	<b>First Effective Year</b>	<b>Second Effective Year</b>	<b>Third Effective Year and Subsequent Years</b>
Greater than 21.0%	\$50,000	\$100,000	\$150,000
Greater than 19.0% but less than or equal to 21.0%	N/A	\$50,000	\$100,000
Greater than 17.0% but less than or equal to 19.0%	N/A	N/A	\$50,000

36. Self-Evaluation Report Response Actions. If SEG fails to complete a response action required to be completed under Section VI.C, SEG shall pay a stipulated penalty of \$1,000 for each Day that the response action is unfinished.

37. Advanced Refrigeration at New Stores and Additional Upgrades. If, during any of the three Effective Years, SEG uses a refrigerant other than an Advanced Refrigerant in any Covered Refrigeration Equipment in a New Store or Additional Upgrade, SEG shall pay a stipulated penalty of \$1,000 per Day of such use.

38. Reporting Requirements. If a Compliance Report is not timely submitted pursuant to Section VIII, SEG shall pay a stipulated penalty of \$1,000 per violation per Day unless an extension of the deadline is requested from the EPA in advance of the deadline and EPA grants such request. A Compliance Report that does not meet any of the requirements in Paragraphs 24-26 is not considered timely until all of the requirements are met.



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

40. SEG shall pay any stipulated penalty within 30 Days of receiving the United States' written demand.

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

42. Stipulated penalties shall continue to accrue as provided in Paragraph 39 during any Dispute Resolution, but need not be paid until the following:

- a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, SEG shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.
- b. If the dispute is appealed to the Court and the United States prevails in whole or in part, SEG shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph 42.c, below.
- c. If any Party appeals the District Court's decision, SEG shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

43. SEG shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 12, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

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

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

#### **X. FORCE MAJEURE**

46. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of SEG, of any entity controlled by SEG, or of SEG's contractors, that impedes – *i.e.*, delays or prevents – the performance of any obligation under this Consent Decree despite SEG's best efforts to fulfill the obligation. The requirement that SEG exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting impediment to the greatest extent

possible. “Force Majeure” does not include SEG’s financial inability to perform any obligation under this Consent Decree.

47. If any event occurs or has occurred that may impede the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, SEG shall provide notice orally or by electronic or facsimile transmission to EPA, within 7 Days of when SEG first knew that the event might cause an impediment. Within 30 Days thereafter, SEG shall provide in writing to EPA an explanation and description of the reasons for the impediment; the duration or anticipated duration of the impediment; all actions taken or to be taken to prevent or minimize the impediment; a schedule for implementation of any measures taken or to be taken to prevent or mitigate the impediment or the effect of the impediment; SEG’s rationale for attributing such impediment to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of SEG, such event may cause or contribute to an endangerment to public health, welfare, or the environment. SEG shall include with any notice all available documentation supporting the claim that the impediment was attributable to a force majeure. Failure to comply with the above requirements shall preclude SEG from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional impediment caused by such failure. SEG shall be deemed to know of any circumstance of which SEG, any entity controlled by SEG, or SEG’s contractors knew or should have known.

48. If EPA agrees that the impediment or anticipated impediment is attributable to a force majeure event, EPA will extend the time for performance of the obligations under this Consent Decree that are affected by the force majeure event for such time as is necessary to complete those obligations and/or reduce or waive stipulated penalties otherwise due under this Decree as a result of SEG’s failure to perform such obligations. An extension of the time for

performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify SEG in writing of its decision, including the length of any extension for performance of the obligations affected by the force majeure event.

49. If EPA does not agree that the impediment or anticipated impediment has been or will be caused by a force majeure event, EPA will notify SEG in writing of its decision.

50. If SEG elects to invoke the dispute resolution procedures set forth in Section XI (Dispute Resolution), it shall do so no later than 30 Days after receipt of EPA's notice. In any such proceeding, SEG shall have the burden of demonstrating by a preponderance of the evidence that the impediment or anticipated impediment has been or will be caused by a force majeure event, that the duration of the impediment, or the relief sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the impediment, and that SEG complied with the requirements of Paragraphs 46 and 47, above. If SEG carries this burden, the impediment at issue shall be deemed not to be a violation by SEG of the affected obligation of this Consent Decree identified to EPA and the Court.

## **XI. DISPUTE RESOLUTION**

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

52. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered

to have arisen when SEG sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 30 Days after the conclusion of the informal negotiation period, SEG invokes formal dispute resolution procedures as set forth below.

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

54. The United States shall serve its Statement of Position within 45 Days of receipt of SEG's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on SEG, unless SEG files a motion for judicial review of the dispute in accordance with the following Paragraph.

55. SEG may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XV of this Consent Decree (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 14 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of SEG's position on the matter in dispute, including any supporting

factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

56. The United States shall respond to SEG's motion within the time period allowed by the Local Rules of this Court. SEG may file a reply memorandum, to the extent permitted by the Local Rules.

57. Standard of Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 53, SEG shall bear the burden of demonstrating that its position fulfills the terms, conditions, and requirements and objectives (as set forth in Section III of this Consent Decree) of this Consent Decree and that it is entitled to relief under applicable principles of law. In their initial filings with the Court, under Paragraphs 55 and 56, the Parties shall state their respective positions as to the applicable standard of law for resolving the dispute.

58. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of SEG under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 42. If SEG does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section IX (Stipulated Penalties).

## **XII. INFORMATION COLLECTION AND RETENTION**

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

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

60. Until 5 years after the termination of this Consent Decree, SEG shall retain, and shall instruct its contractors and agents to preserve, all documents, records, or other information (including documents, records, or other information in electronic form) necessary to demonstrate SEG's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, SEG shall provide copies of any documents, records, or other information required to be maintained by SEG under this Paragraph.

61. At the conclusion of the information-retention period provided in the preceding Paragraph, SEG shall notify the United States at least 90 Days prior to the destruction of any documents, records or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, SEG shall deliver any such documents, records, or other information to EPA. SEG may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If SEG asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the

privilege asserted by SEG. However, no documents, records, or other information required to be created or generated under this Consent Decree shall be withheld on grounds of privilege.

62. SEG may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that SEG seeks to protect as CBI, SEG shall follow the procedures set forth in 40 C.F.R. Part 2.

63. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of SEG to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

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

64. This Consent Decree resolves the civil claims of the United States against SEG for any violations of 40 C.F.R. §§ 82.156(i), 82.166(k), or 82.166(m) (2016) at the Stores arising out of facts and events that occurred prior to the date of lodging, including the civil claims of the United States for the violations alleged in the Complaint through the date of lodging.

65. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 64. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 64.

66. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to the Stores, SEG shall



not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 64.

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

68. This Consent Decree does not limit or affect the rights of SEG or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against SEG, except as otherwise provided by law.

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

#### **XIV. COSTS**

70. The Parties shall bear their own costs of this action, including attorney's fees, except that the United States shall be entitled to collect the costs (including attorney's fees)

incurred in any judicial enforcement action necessary to collect any portion of the civil penalties or any stipulated penalties due but not paid by SEG.

## **XV. NOTICES**

71. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

As to the United States by email: EESCaseManagement.ENRD@usdoj.gov  
Re: DJ # 90-5-2-1-11839

As to the United States by mail: EES Case Management Unit  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-5-2-1-11839

As to EPA: Christopher Grubb  
Associate Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Blvd., C-14J  
Chicago, IL 60604  
Telephone: (312) 886-7187  
E-mail: grubb.christopher@epa.gov

Charles Hall  
Environmental Engineer  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Blvd., AE-18J  
Chicago, IL 60604  
Telephone: (312) 353-3443  
E-mail: hall.charles@epa.gov

Compliance Tracker  
U.S. Environmental Protection Agency  
Region 5, Chicago  
E-mail: r5airenforcement@epa.gov

As to SEG: Jordan Post  
Senior Vice President – Real Estate

8928 Prominence Parkway, Building 200  
Jacksonville, Florida 32256  
Office: 904-370-7775  
Email: JordanPost@segrocers.com

With copy to:

Southeastern Grocers, Inc.  
Attn: Legal Department  
8928 Prominence Parkway, Building 200  
Jacksonville, Florida 32256

72. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided in Paragraph 71 of this Consent Decree.

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

#### **XVI. EFFECTIVE DATE**

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

#### **XVII. RETENTION OF JURISDICTION**

75. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections XI (Dispute Resolution) and XVIII (Modification), or effectuating or enforcing compliance with the terms of this Decree.

### **XVIII. MODIFICATION**

76. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

77. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XI of this Decree (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 57, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

### **XIX. TERMINATION**

78. No sooner than three years after the Effective Date, after SEG has completed the requirements of Section VI (Compliance Requirements) of this Consent Decree, has complied with all other requirements of this Decree, and has paid the civil penalties and any accrued stipulated penalties as required by this Decree, SEG may serve upon the United States a Request for Termination, stating that SEG has satisfied those requirements, together with all necessary supporting documentation.

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

80. If the United States does not agree that the Consent Decree may be terminated, SEG may invoke Dispute Resolution under Section XI of this Decree. However, SEG shall not seek

Dispute Resolution of any dispute regarding termination, under Paragraph 53 of Section XI, until 60 Days after service of its Request for Termination.

**XX. PUBLIC PARTICIPATION**

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

**XXI. SIGNATORIES/SERVICE**

82. Each undersigned representative of SEG and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

83. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. SEG agrees to accept service of process by email and/or mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

## **XXII. INTEGRATION**

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

## **XXIII. FINAL JUDGMENT**

85. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and SEG.

## **XXIV. APPENDICES**

86. The following appendices are attached to and part of this Consent Decree:

“Appendix A” is the list of Stores as of the date of lodging of the Consent Decree.

“Appendix B” is the Leak Rate Formulas.

“Appendix C” is the Refrigerant Compliance Management Plan.

“Appendix D” is the Response Action Schedule.

“Appendix E” is the Restricted Component List.

Dated and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

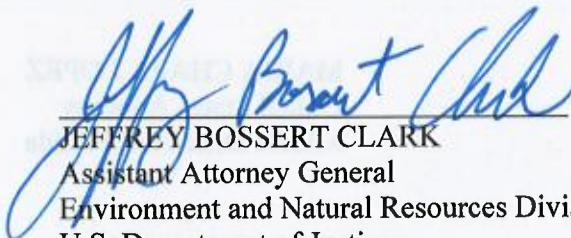
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United States District Judge  
Middle District of Florida

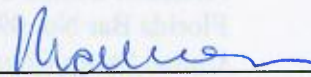
WE HEREBY CONSENT to the entry of this Consent Decree in *United States v. Southeastern Grocers, Inc.* (M.D. Fla.), subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR PLAINTIFF UNITED STATES OF AMERICA:

8/21/19  
Date

  
JEFFREY BOSSERT CLARK  
Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

8/20/19  
Date

  
RACHAEL AMY KAMONS  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, DC 20044-7611  
Telephone: (202) 514-5260  
Facsimile: (202) 616-2427  
E-mail: Rachael.Kamons@usdoj.gov

WE HEREBY CONSENT to the entry of this Consent Decree in *United States v. Southeastern Grocers, Inc.* (M.D. Fla.), subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR PLAINTIFF UNITED STATES OF AMERICA (Continued):

MARIA CHAPA LOPEZ  
United States Attorney  
Middle District of Florida

8/23/2019  
Date



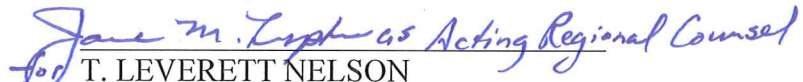
RONNIE S. CARTER  
Assistant United States Attorney  
Florida Bar No. 0948667  
United States Courthouse  
300 North Hogan Street, Suite 700  
Jacksonville, Florida 32202-4270  
Telephone No. (904) 301-6283/6300  
Facsimile No. (904) 301-6310  
Email: [Ronnie.Carter@usdoj.gov](mailto:Ronnie.Carter@usdoj.gov)



WE HEREBY CONSENT to the entry of this Consent Decree in *United States v. Southeastern Grocers, Inc.* (M.D. Fla.), subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR PLAINTIFF UNITED STATES OF AMERICA (Continued):

6-19-19  
Date

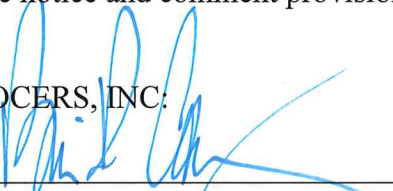
  
for T. LEVERETT NELSON  
Regional Counsel  
U.S. Environmental Protection Agency, Region 5


Of Counsel:  
Christopher Grubb  
Associate Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Blvd., C-14J  
Chicago, IL 60604  
Telephone: (312) 886-7187  
E-mail: grubb.christopher@epa.gov

WE HEREBY CONSENT to the entry of this Consent Decree in *United States v. Southeastern Grocers, Inc.* (M.D. Fla.), subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR DEFENDANT SOUTHEASTERN GROCERS, INC:

5/31/19  
Date


  
\_\_\_\_\_  
Brian Carney  
Executive Vice President & Chief Financial Officer  
Southeastern Grocers, Inc.

LEGAL: APPROVED  
ATTY:   
DATE: 5/31/19

WE HEREBY CONSENT to the entry of this Consent Decree in *United States v. Southeastern Grocers, Inc.* (M.D. Fla.), subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR DEFENDANT BI-LO, LLC:

5/31/19  
Date

  
\_\_\_\_\_  
Brian Carney  
Executive Vice President & Chief Financial Officer  
BI-LO, LLC

LEGAL: APPROVED  
ATTY:   
DATE: 5/31/19

WE HEREBY CONSENT to the entry of this Consent Decree in *United States v. Southeastern Grocers, Inc.* (M.D. Fla.), subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR DEFENDANT WINN-DIXIE STORES, INC.:

5/31/19  
Date

  
\_\_\_\_\_  
Brian Carney  
Executive Vice President & Chief Financial Officer  
Winn-Dixie Stores, Inc.

LEGAL: APPROVED  
ATTY:   
DATE: 5/31/19

**Appendix A:** **List of Stores as of the Date of Lodging of the Consent Decree**

<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
2	WinnDixie	2220 County Rd 210 W Ste 200	Jacksonville	FL
3	WinnDixie	1245 S. Jefferson St.	Monticello	FL
5	WinnDixie	290 Solano Road	Ponte Vedra Bea	FL
7	WinnDixie	10915-122 Baymeadows Rd. Unit	Jacksonville	FL
8	WinnDixie	1339 Blanding Blvd.	Orange Park	FL
12	WinnDixie	12333 Sago Ave W.	Jacksonville	FL
18	WinnDixie	1209 Atlantic Blvd	Neptune Beach	FL
19	WinnDixie	220 Retreat Road	St Simons Island	GA
25	WinnDixie	8775 Old Kings Road South	Jacksonville	FL
28	WinnDixie	729 W. Base Street	Madison	FL
30	WinnDixie	20303 N Us Highway 441	High Springs	FL
32	WinnDixie	1060 Lakes Blvd.	Lake Park	GA
40	WinnDixie	1900-1 Park Ave.	Orange Park	FL
51	WinnDixie	6060-10 Ft Caroline Road	Jacksonville	FL
54	WinnDixie	1531 Monument Road	Jacksonville	FL
60	WinnDixie	1941 Glynn Ave.	Brunswick	GA
67	WinnDixie	341 Venture Dr.	Brunswick	GA
68	WinnDixie	284 Hyde Park Commons	Brunswick	GA
70	WinnDixie	2714 Osborne Rd.	Saint Marys	GA
77	WinnDixie	1010 Ponce De Leon Blvd S	St Augustine	FL
81	WinnDixie	800 S. Marion Street	Lake City	FL
84	WinnDixie	947 Amelia Plaza	Fernandina Beac	FL
85	WinnDixie	470 W. Madison Street	Starke	FL
86	WinnDixie	111-39 S. Magnolia Drive	Tallahassee	FL
93	WinnDixie	2720 Blanding Blvd.	Middleburg	FL
103	WinnDixie	1545 County Road 220	Fleming Island	FL
104	WinnDixie	2057 W Byron Butler Pkwy	Perry	FL
123	WinnDixie	5647 Roosevelt Blvd	Jacksonville	FL
129	WinnDixie	3905 A1A South	St Augustine	FL
135	WinnDixie	2851 Henley Road Ste. 200	Green Cove Sprin	FL
138	WinnDixie	3260 Highway 17	Green Cove Sprin	FL
140	WinnDixie	3200 North Ashley St.	Valdosta	GA
141	WinnDixie	11701-10 San Jose Blvd	Jacksonville	FL
142	WinnDixie	550969 Us Hwy 1	Hilliard	FL
144	WinnDixie	1436 Sr 121 & I-10	Macclenny	FL
151	WinnDixie	450078 Sr 200	Callahan	FL
153	WinnDixie	7921 Normandy Blvd.	Jacksonville	FL
159	WinnDixie	5420 New Jesup Hwy	Brunswick	GA
163	WinnDixie	901 Hwy 19 South	Palatka	FL

<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
166	WinnDixie	1390 E. Boone Ave	Kingsland	GA
168	WinnDixie	2200 N. Young Blvd.	Chiefland	FL
169	WinnDixie	915 Shotwell Street	Bainbridge	GA
171	WinnDixie	727 W.Noble Avenue	Williston	FL
174	WinnDixie	12777 Atlantic Boulevard	Jacksonville	FL
176	WinnDixie	8560 Argyle Forest Blvd	Jacksonville	FL
177	WinnDixie	3538 Blanding Blvd.	Jacksonville	FL
179	WinnDixie	11101 Old St Augustine Rd	Jacksonville	FL
180	WinnDixie	96076 Lofton Square Blvd	Yulee	FL
182	WinnDixie	3551 N. Ponce De Leon Blvd	St Augustine	FL
184	WinnDixie	1632 W Jeffersonst	Quincy	FL
186	WinnDixie	2629 Crawfordville Highway	Crawfordville	FL
190	WinnDixie	1520 W University Boulevard	Jacksonville	FL
191	WinnDixie	5207 Normandy Boulevard	Jacksonville	FL
195	WinnDixie	11380 Beach Blvd, Suite 6	Jacksonville	FL
196	WinnDixie	1115 North Summit Street	Crescent City	FL
197	WinnDixie	300 S.W. 16Th Avenue	Gainesville	FL
198	WinnDixie	911 Pinewood Street	Live Oak	FL
199	WinnDixie	703 Chaffee Rd.	Jacksonville	FL
201	Fresco	6500 W. 4Th Ave	Hialeah	FL
203	WinnDixie	1055 Hallandale Beach Blvd	Hallandale	FL
207	WinnDixie	3435 N Federal Hwy	Pompano Beach	FL
210	WinnDixie	3116 W Commercial Blvd	Tamarac	FL
212	WinnDixie	1135 Royal Palm Beach Blvd	Royal Palm Beac	FL
214	WinnDixie	1150 Nw 54Th Street	Miami	FL
226	WinnDixie	1625 Cordova Road	Ft Lauderdale	FL
231	Fresco	5850 N.W. 183Rd Street	Hialeah	FL
233	WinnDixie	11030 N.W. 7Th Ave.	Miami	FL
235	Fresco	3401 N.W. 18Th Avenue	Miami	FL
236	WinnDixie	941 Sw 24Th Street	Ft Lauderdale	FL
237	Fresco	12254 Sw 8Th Street	Miami	FL
239	Fresco	14555 Sw 42Nd Street	Miami	FL
242	Fresco	1201 E. 10Th Avenue	Hialeah	FL
243	Fresco	541 West 49Th Street	Hialeah	FL
246	WinnDixie	17221 Nw 27Th Avenue	Miami Gardens	FL
247	WinnDixie	1155 Nw 11Th St	Miami	FL
249	WinnDixie	6770 Bird Road	Miami	FL
250	WinnDixie	17101 Miramar Pkwy	Miramar	FL
251	WinnDixie	3275 S.W 22Nd Street	Miami	FL
252	Fresco	1525 Coral Way	Miami	FL
254	WinnDixie	11241 S.W. 40Th Street	Miami	FL
255	WinnDixie	14595 S. Military Trail	Delray Beach	FL
262	WinnDixie	15450 Nw 77 Court	Miami Lakes	FL
267	WinnDixie	5585 Overseas Hwy	Marathon	FL

<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
270	Fresco	2750 W. 68Th St., Ste. 201	Hialeah	FL
271	WinnDixie	1491 S. Dixie Highway	Lantana	FL
274	Fresco	6775 Taft Street	Hollywood	FL
280	WinnDixie	10505 Nw 41St Street	Doral	FL
283	Fresco	8855 Sw 24Th St	Miami	FL
285	WinnDixie	5850 Sw 73Rd Street	South Miami	FL
286	Fresco	948 Sw 67Th Avenue	Miami	FL
287	Fresco	14655 Sw 104Th St	Miami	FL
290	WinnDixie	680 N Federal Hwy	Fort Lauderdale	FL
291	WinnDixie	20417 Biscayne Boulevard	Aventura	FL
292	Fresco	1630 West 49Th St	Hialeah	FL
299	WinnDixie	4360 Okeechobee Blvd.	West Palm Beach	FL
304	Fresco	1531 Nw 40Th Avenue	Lauderhill	FL
305	WinnDixie	8867 S.E. Bridge Road	Hobe Sound	FL
306	WinnDixie	1515 East Hallandale Bch Blvd.	Hallandale	FL
308	WinnDixie	1105 Ne Jensen Beach Blvd.	Jensen Beach	FL
309	WinnDixie	7915 S. Dixie Highway	West Palm Beach	FL
311	WinnDixie	11290 State Road 84	Davie	FL
317	WinnDixie	2778 N. Roosevelt Blvd.	Key West	FL
318	WinnDixie	604 Crandon Blvd.	Key Biscayne	FL
319	WinnDixie	30346 Old Dixie Highway	Homestead	FL
328	WinnDixie	92100 Overseas Highway	Tavernier	FL
330	WinnDixie	3260 Davie Boulevard	Ft Lauderdale	FL
331	WinnDixie	3246 Highway 441 South	Okeechobee	FL
333	WinnDixie	8924 North Military Trail	Palm Beach Gardens	FL
336	WinnDixie	3850 North 46Th Ave	Hollywood	FL
343	WinnDixie	14900 Nw 7Th Ave	Miami	FL
345	WinnDixie	1019 S Federal Hwy	Deerfield Beach	FL
349	WinnDixie	5600 West Sample Road	Margate	FL
352	WinnDixie	105300 Overseas Hwy	Key Largo	FL
353	Fresco	9565 W Flagler St	Miami	FL
355	WinnDixie	7024 Beracasa Way	Boca Raton	FL
357	WinnDixie	980 Ives Dairy Rd	Miami	FL
358	WinnDixie	251 Key Deer Blvd	Big Pine Key	FL
359	Fresco	7480 Sw 117 Ave	Miami	FL
361	Fresco	15050 Sw 72Nd St	Miami	FL
364	WinnDixie	3320 S.E. Salerno Rd	Stuart	FL
366	Fresco	3701 Nw 7Th St	Miami	FL
370	WinnDixie	8710 Sw 72Nd Street	Miami	FL
371	WinnDixie	19167 S Dixie Hwy	Cutler Bay	FL
378	WinnDixie	3805 Ne 163Rd St	N Miami Beach	FL
381	WinnDixie	900 South Main Street	Belle Glade	FL
384	Fresco	12107 Sw 152Nd Street	Miami	FL
385	Fresco	27359 S. Dixie Highway	Homestead	FL

<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
386	WinnDixie	3800 N. Ocean Boulevard	Ft Lauderdale	FL
387	Fresco	18801 Sw 117Th Ave	Miami	FL
388	Fresco	18300 Sw 137Th Avenue	Miami	FL
397	WinnDixie	6600 Hypoluxo Road	Lake Worth	FL
407	WinnDixie	4205 University Boulevard	Tuscaloosa	AL
411	WinnDixie	640 Ollie Avenue	Clanton	AL
412	WinnDixie	3355 Gulf Breeze Parkway	Gulf Breeze	FL
426	WinnDixie	1571 Westgate Pkwy	Dothan	AL
428	WinnDixie	5326 Hwy 231 South	Wetumpka	AL
433	WinnDixie	3952 Us Hwy 80	Phenix City	AL
435	WinnDixie	4476 Montevallo Road	Birmingham	AL
436	WinnDixie	1812 Hwy 77 South Suite 119	Lynn Haven	FL
437	WinnDixie	1441 Foxrun Parkway	Opelika	AL
439	WinnDixie	6770 Veterans Parkway	Columbus	GA
442	WinnDixie	3331 Rainbow Drive	Rainbow City	AL
443	WinnDixie	4231 Macon Road	Columbus	GA
445	WinnDixie	500 Inverness Corners	Birmingham	AL
446	WinnDixie	4724 Mobile Hwy	Montgomery	AL
447	WinnDixie	1408 Golden Springs Road	Anniston	AL
448	WinnDixie	7946 Vaughn Road	Montgomery	AL
451	WinnDixie	3625 Highway 14	Millbrook	AL
456	WinnDixie	1061 U.S. Hwy, 280 East	Alexander City	AL
457	WinnDixie	1151 Ross Clark Cr	Dothan	AL
458	WinnDixie	1721 Hwy 31 N	Fultondale	AL
461	WinnDixie	465 Main Street	Trussville	AL
463	WinnDixie	2730 Eastern Boulevard	Montgomery	AL
464	WinnDixie	1740 Carter Hill Road	Montgomery	AL
473	WinnDixie	9082 Moffett Road	Semmes	AL
478	WinnDixie	1055 S. Eufaula Ave.	Eufaula	AL
479	WinnDixie	9750 Highway 69 South	Tuscaloosa	AL
481	WinnDixie	3621 Us 231 North	Panama City	FL
487	WinnDixie	3157 West 23Rd Street	Panama City	FL
488	WinnDixie	23200 Front Beach Road	Panama City	FL
489	WinnDixie	5428 Dogwood Drive	Milton	FL
493	WinnDixie	13019 Sorrento Rd	Pensacola	FL
494	WinnDixie	17184 Front Beach Road	Panama City Bea	FL
495	WinnDixie	5975 Mobile Hwy	Pensacola	FL
496	WinnDixie	2601 Hwy 78 East	Jasper	AL
498	WinnDixie	1550 S. Hwy 29	Cantonment	FL
500	WinnDixie	4701 Centerpoint Rd	Pinson	AL
501	WinnDixie	8674 Navarre Parkway	Navarre	FL
504	WinnDixie	7135 North Ninth Avenue	Pensacola	FL
506	WinnDixie	312 East Nine Mile Road	Pensacola	FL
507	WinnDixie	4224 Highway 90	Pace	FL



<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
509	WinnDixie	150 Chelsea Corners	Chelsea	AL
510	WinnDixie	65 Poinciana Blvd	Miramar Beach	FL
517	WinnDixie	3925 Crosshaven Drive	Vestavia Hills	AL
526	WinnDixie	13580 Hwy 43 N.	Northport	AL
527	WinnDixie	701 East Main Street	Prattville	AL
528	WinnDixie	10 Mcfarland Blvd.	Northport	AL
533	WinnDixie	5100 Hwy 39 North	Meridian	MS
535	WinnDixie	50 S. Blue Angel Parkway	Pensacola	FL
538	WinnDixie	132 South Tyndall Parkway	Parker	FL
541	WinnDixie	798 Beal Parkway	Ft Walton Beach	FL
543	WinnDixie	1952 West Dallas Ave.	Selma	AL
549	WinnDixie	740 N. Schillinger	Mobile	AL
551	WinnDixie	4512 Hwy 20	Niceville	FL
552	WinnDixie	2533 Thomas Drive	Panama City	FL
555	WinnDixie	4478 Market Street	Marianna	FL
556	WinnDixie	4751 Bayou Blvd	Pensacola	FL
558	WinnDixie	1326 Ferdon Blvd	Crestview	FL
560	WinnDixie	981 Us Hwy 98	Destin	FL
566	WinnDixie	99 Eglin Parkway NE	Fort Walton Bea	FL
570	WinnDixie	1235 South Mckenzie St.	Foley	AL
572	WinnDixie	5440 Hwy. 90 West	Mobile	AL
577	WinnDixie	1030 Hwy 331 South	Defuniak Springs	FL
579	WinnDixie	1617 South College Street	Auburn	AL
580	WinnDixie	5827D Hwy 90 West	Theodore	AL
590	WinnDixie	6300 Grelotroad	Mobile	AL
591	WinnDixie	9948 Airport Road	Mobile	AL
595	WinnDixie	2910 Morgan Rd, Suite 128	Bessemer	AL
599	WinnDixie	187 Baldwin Square	Fairhope	AL
606	WinnDixie	8740 Park Blvd	Seminole	FL
607	WinnDixie	12975 Park Blvd.	Seminole	FL
608	WinnDixie	12649 Hwy. 301	Dade City	FL
609	WinnDixie	802 Us Highway 27S	Avon Park	FL
611	WinnDixie	18407 Us Hwy 41	Lutz	FL
612	WinnDixie	345 Havendale Blvd	Auburndale	FL
619	WinnDixie	4445 Sun City Cntr Blvd	Sun City Center	FL
622	WinnDixie	11912 Seminole Boulevard	Largo	FL
630	WinnDixie	1010 53Rd Avenue E	Bradenton	FL
631	WinnDixie	2900 Highland Road	Lakeland	FL
632	WinnDixie	6902 South Florida Ave	Lakeland	FL
639	WinnDixie	8438 N Armenia Ave	Tampa	FL
640	WinnDixie	1296 County Road No 1	Dunedin	FL
644	WinnDixie	1640 U.S. Highway 19	Holiday	FL
649	WinnDixie	11100 4Th Street North	St Petersburg	FL
652	WinnDixie	31100 Cortez Blvd	Brooksville	FL

<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
655	WinnDixie	6033 County Road 54	New Port Richey	FL
656	WinnDixie	7400 44 Ave West	Bradenton	FL
657	WinnDixie	5400 Fruitville Rd	Sarasota	FL
658	WinnDixie	15200 Municipal Drive	Madeira Beach	FL
662	WinnDixie	14483 S Tamiami Trail	North Port	FL
664	WinnDixie	6600 North Socrum Loop	Lakeland	FL
671	WinnDixie	1050 58 Street North	St Petersburg	FL
672	WinnDixie	12120 Moon Lake Road	New Port Richey	FL
676	WinnDixie	179 Bloomingdale Ave	Brandon	FL
681	WinnDixie	6501 102 Ave North	Pinellas Park	FL
683	WinnDixie	36348 State Road 54	Zephyrhills	FL
684	WinnDixie	5802 54Th Avenue	Kenneth City	FL
687	WinnDixie	600 Sebring Square	Sebring	FL
697	Fresco	8424 Sheldon Road	Tampa	FL
698	WinnDixie	1049 62 Ave North	St Petersburg	FL
701	WinnDixie	1860 State Road 60 East	Lake Wales	FL
702	WinnDixie	1230 S Broad Street	Brooksville	FL
705	WinnDixie	36019 Us Hwy 27 North	Haines City	FL
708	WinnDixie	11092 Spring Hill Drive	Spring Hill	FL
710	WinnDixie	14134 Us 19 North	Hudson	FL
711	WinnDixie	2240 Commercial Way	Spring Hill	FL
713	WinnDixie	28047 Hwy 27	Dundee	FL
720	WinnDixie	4100 McCall Road	Englewood	FL
721	WinnDixie	960 S. Main Street	La Belle	FL
723	WinnDixie	1850 N Tamiami Trail	N Ft Myers	FL
726	WinnDixie	9864 Stringfellow Road	St James City	FL
728	WinnDixie	14600 Palm Beach Blvd	Fort Myers	FL
729	WinnDixie	625 North Collier Blvd	Marco Island	FL
736	WinnDixie	3280 Tamiami Trail	Port Charlotte	FL
737	WinnDixie	2000 Kings Highway	Port Charlotte	FL
741	WinnDixie	27680 Bermont Road	Punta Gorda	FL
743	WinnDixie	4849 Golden Gate Parkway	Naples	FL
745	WinnDixie	1145 Homestead Road North	Lehigh Acres	FL
750	WinnDixie	6270 Commercial Way	Brooksville	FL
751	WinnDixie	1602 Lake Trafford Road	Immokalee	FL
757	WinnDixie	901 North Nob Hill Road	Plantation	FL
777	WinnDixie	9535 E Fowler Ave	Thonotosassa	FL
1329	WinnDixie	211 Veterans Memorial Blvd.	Metairie	LA
1333	WinnDixie	1550 Government Blvd.	Mobile	AL
1334	WinnDixie	2800 Lincoln Rd.	Hattiesburg	MS
1404	WinnDixie	8601 Jefferson Highway	River Ridge	LA
1405	WinnDixie	2112 Belle Chasse Hwy.	Gretna	LA
1411	WinnDixie	5901 Airline Highway	Metairie	LA
1412	WinnDixie	2104 Williams Blvd	Kenner	LA

<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
1426	WinnDixie	3008 Holiday Drive	New Orleans	LA
1430	WinnDixie	5400 Tchoupitoulas	New Orleans	LA
1432	WinnDixie	3300 Paris Road	Chalmette	LA
1439	WinnDixie	9701 Chef Menteur Highway	New Orleans	LA
1440	WinnDixie	4627 Ws Expressway	Marrero	LA
1443	WinnDixie	70431 Highway 21	Covington	LA
1444	WinnDixie	12125 Highway 90	Luling	LA
1448	WinnDixie	2100 Collins Blvd. Suite 132	Covington	LA
1449	WinnDixie	804 W. Oak Street	Amite	LA
1454	WinnDixie	5555 Burbank Drive	Baton Rouge	LA
1461	WinnDixie	8601 Siegen Lane	Baton Rouge	LA
1463	WinnDixie	1803 La Hwy 3125	Gramercy	LA
1472	WinnDixie	401 North Carrollton	New Orleans	LA
1478	WinnDixie	1515 Bienville Blvd	Ocean Springs	MS
1479	WinnDixie	109 North Cleveland Ave.	Long Beach	MS
1500	WinnDixie	4100 Highway 59	Mandeville	LA
1501	WinnDixie	731 Washington Street	Franklinton	LA
1502	WinnDixie	2985 Gause Blvd.	Slidell	LA
1504	WinnDixie	3030 Ponchartrain Drive	Slidell	LA
1511	WinnDixie	11312 H Hwy 49	Gulfport	MS
1513	WinnDixie	10511 D'Iberville Blvd.	Diberville	MS
1537	WinnDixie	2302 W. Thomas Street	Hammond	LA
1576	WinnDixie	10974 Joor Rd	Central	LA
1577	WinnDixie	13002 Coursey Blvd	Baton Rouge	LA
1581	WinnDixie	5005 Church Street	Zachary	LA
1583	WinnDixie	1830 West Airline Hwy	La Place	LA
1588	WinnDixie	12519 Airline Hwy, Suite A	Destrehan	LA
1590	WinnDixie	17682 Airline Hwy	Prairieville	LA
1601	Harveys	813 S. Peterson Ave.	Douglas	GA
1602	Harveys	207 Mcpherson St.	Nashville	GA
1610	Harveys	1312 Plant Ave.	Waycross	GA
1611	Harveys	42 Surrey Plaza	Hawkinsville	GA
1616	Harveys	202 S. Main St.	Swainsboro	GA
1617	Harveys	220 W. Central Ave.	Fitzgerald	GA
1620	Harveys	1404 E Jackson St.	Thomasville	GA
1626	Harveys	246 South Main St.	Reidsville	GA
1627	Harveys	1011 16Th Ave.	Cordele	GA
1630	Harveys	6327 Oak St.	Eastman	GA
1631	Harveys	102 E. First St.	Havana	FL
1633	Harveys	955 S 1St St.	Jesup	GA
1634	Harveys	540 West Bacon St.	Pembroke	GA
1635	Harveys	1108 S Pierce St.	Alma	GA
1639	Harveys	901 W. Ward St.	Douglas	GA
1646	Harveys	12246 Columbia St Ste F	Blakely	GA

<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
1648	Harveys	2310 North Slappey St.	Albany	GA
1649	Harveys	1511 South Radium Springs	Albany	GA
1650	Harveys	2201 N. 12Th St.	Tifton	GA
1652	Harveys	8205B East Main Street	Ridgeland	SC
1654	Harveys	3212 Se State Rd. 21	Melrose	FL
1655	Harveys	106 East Parker St.	Baxley	GA
1656	Harveys	830 West Oak St.	Mcrae-helena	GA
1661	Harveys	815 S. Second St.	Folkston	GA
1662	Harveys	306 S. Harris St.	Sandersville	GA
1663	Harveys	1451 Hwy. 21 South	Springfield	GA
1665	Harveys	775 Hwy 122 W	Hahira	GA
1666	Harveys	1207 West Screven Street	Quitman	GA
1667	Harveys	208 West Clinton Street	Gray	GA
1671	Harveys	4506 Sw Heritage Oaks Cir	Lake City	FL
1673	Harveys	263 Liberty Street	Waynesboro	GA
1675	Harveys	901 Church Street	Conway	SC
1679	Harveys	1620 Ashley Road	Charlotte	NC
1682	Harveys	1631 Gordon Highway Unit A	Augusta	GA
1688	Harveys	777 Market Street	Jacksonville	FL
1689	Harveys	2261 Edgewood Ave., W.	Jacksonville	FL
1690	Harveys	5909 University Blvd. W.	Jacksonville	FL
1692	Harveys	5250 Moncrief Road	Jacksonville	FL
1694	Harveys	201 W. 48Th Street	Jacksonville	FL
1695	Harveys	2800 Old Dawson Rd	Albany	GA
1697	Harveys	1208 Crawford St.	Americus	GA
1710	Harveys	2630 Us Hwy 92	Lakeland	FL
1711	Harveys	3435 N. Pine Avenue	Ocala	FL
1712	Harveys	1305 Ariana Street West	Lakeland	FL
1713	Harveys	2640 Ne 14Th St	Ocala	FL
1714	Harveys	1066 Clear Lake Road	Cocoa	FL
1715	Harveys	2700 Recker Highway	Winter Haven	FL
1716	Harveys	49 Arlington Road South	Jacksonville	FL
1717	Harveys	7851 Palm River Road	Tampa	FL
2203	WinnDixie	1838 S Ridgewood Avenue	Edgewater	FL
2206	WinnDixie	15912 E Sr 40	Silver Springs	FL
2207	WinnDixie	3318 Canoe Creek Rd.	Saint Cloud	FL
2210	WinnDixie	333 Highland Ave Space 600	Inverness	FL
2215	WinnDixie	11957 South Apopka Vineland Rd	Orlando	FL
2219	WinnDixie	10051 So. U.S. Hwy 41	Dunnellon	FL
2220	WinnDixie	3565 N Lecanto Hwy 491	Beverly Hills	FL
2223	WinnDixie	3792 S Suncoast Blvd	Homosassa	FL
2225	WinnDixie	684 East Hwy 50	Clermont	FL
2229	WinnDixie	184 Marion Oaks Blvd	Ocala	FL
2230	WinnDixie	190 Malabar Rd Sw	Palm Bay	FL

<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
2233	WinnDixie	951 West State Road 434	Longwood	FL
2237	WinnDixie	2 N. Charles R. Beall Blvd.	Debary	FL
2238	WinnDixie	4855 Irlo Bronson Hwy.	Saint Cloud	FL
2244	WinnDixie	111 Flagler Plaza Drive	Palm Coast	FL
2246	WinnDixie	1565 Us 441 N	Apopka	FL
2247	WinnDixie	1260 W Palm Coast Parkway	Palm Coast	FL
2249	WinnDixie	1229 A Providence Blvd	Deltona	FL
2258	WinnDixie	1541 Nova Rd	Holly Hill	FL
2261	WinnDixie	450 E Burleigh Blvd	Tavares	FL
2263	WinnDixie	2200 S Atlantic	Daytona Beach S	FL
2266	WinnDixie	7800 S Hwy 17-92 Unit 160	Fern Park	FL
2267	Fresco	7382 E. Curry Ford Rd	Orlando	FL
2269	WinnDixie	13200 E Colonial	Orlando	FL
2270	WinnDixie	12500 Lake Underhill Rd.	Orlando	FL
2271	WinnDixie	1021 Lockwood Blvd	Oviedo	FL
2273	WinnDixie	1750 Sunshadow Dr #100	Casselberry	FL
2278	WinnDixie	1401 South Hiawasse Road	Orlando	FL
2288	WinnDixie	2960 Curry Ford Rd	Orlando	FL
2304	WinnDixie	1835 State Road 44	New Smyrna Beaz	FL
2306	WinnDixie	1514 S French Ave	Sanford	FL
2309	WinnDixie	353 West Granada Blvd	Ormond Beach	FL
2311	WinnDixie	4025 S Nova Road	Port Orange	FL
2313	WinnDixie	2880 Howland Boulevard	Deltona	FL
2320	WinnDixie	1122 N Main St	Bushnell	FL
2325	WinnDixie	100 Canaveral Plaza Blvd	Cocoa Beach	FL
2326	WinnDixie	1564 Harrison St	Titusville	FL
2327	WinnDixie	1535 N Singleton Avenue	Titusville	FL
2328	WinnDixie	961 Eau Gallie Blvd E	Melbourne	FL
2329	WinnDixie	6257 Us Hwy 1	Port St John	FL
2333	WinnDixie	5270 Babcock St Units 29 & 30	Palm Bay	FL
2335	WinnDixie	1955 North S.R. 19	Eustis	FL
2336	WinnDixie	27405 Us Hwy 27 Suite 119	Leesburg	FL
2337	WinnDixie	944 Bichara Blvd.	Lady Lake	FL
2342	WinnDixie	3120 N Woodland Blvd	Deland	FL
2343	WinnDixie	1050 W New York Avenue	Deland	FL
2348	WinnDixie	281 Sw Port St Lucie Boulevard	Port Saint Lucie	FL
2349	WinnDixie	4870 N Kings Hwy	Fort Pierce	FL
2354	WinnDixie	995 Sebastian Blvd	Sebastian	FL
2355	WinnDixie	4967 S Us 1	Fort Pierce	FL
2366	WinnDixie	2950 9Th Street Sw	Vero Beach	FL
2367	WinnDixie	960 Us Hwy #1, Unit 1	Micco	FL
2379	WinnDixie	7840 W Irlo Bronson Hwy	Kissimmee	FL
2380	WinnDixie	120 International Parkway	Lake Mary	FL
2388	WinnDixie	340 South Sr 434 Suite 1034	Altamonte Sprin	FL

<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
2390	WinnDixie	5732 N Hiawassee	Orlando	FL
2400	WinnDixie	458 Venice By-Pass	Venice	FL
2402	WinnDixie	8951 Bonita Beach Rd Se Ste 595	Bonita Springs	FL
2404	WinnDixie	5805 Manatee Ave.	Bradenton	FL
2409	WinnDixie	2139 34Th N.	Saint Petersburg	FL
2411	WinnDixie	6851 Gulfport Blvd. S.	South Pasadena	FL
2413	WinnDixie	15692 N. Dale Mabry	Tampa	FL
2415	WinnDixie	13508 N. Florida Ave.	Tampa	FL
2421	WinnDixie	1651 S.E. Hwy 19	Crystal River	FL
2423	WinnDixie	8775 Temple Terrace Hwy	Tampa	FL
2425	WinnDixie	1360 Tampa St.	Palm Harbor	FL
2427	WinnDixie	1254 Jacaranda	Venice	FL
2429	WinnDixie	6400 Massachusetts Avenue	New Port Richey	FL
2433	WinnDixie	2100 W Swann Ave	Tampa	FL
2435	WinnDixie	205 W. Alexander St.	Plant City	FL
2437	WinnDixie	7131 N. U.S. Hwy 441	Ocala	FL
2439	WinnDixie	1951 S. Mccall Rd	Englewood	FL
2441	WinnDixie	8837 N. 56Th St.	Temple Terrace	FL
2443	WinnDixie	3327 Dr. Martin Luther King Jr St.	Saint Petersburg	FL
2444	WinnDixie	1023 N. Tamiami Trail	Ruskin	FL
2445	WinnDixie	1202 West Main St.	Inverness	FL
2446	WinnDixie	7489 4Th St N	Saint Petersburg	FL
2448	WinnDixie	515 7Th St.	Palmetto	FL
2450	Fresco	4056 N. Armenia	Tampa	FL
2452	WinnDixie	2519 McMullen Booth Rd	Clearwater	FL
2454	WinnDixie	750 Martin Luther King W	Seffner	FL
2456	WinnDixie	2460 E. Bay Blvd.	Largo	FL
2459	WinnDixie	9101 Little Rd.	New Port Richey	FL
2461	WinnDixie	2770 Fowler Ave.	Tampa	FL
2465	WinnDixie	3250 Us 27 South	Sebring	FL
2468	WinnDixie	11310 Se Hwy 301	Belleview	FL
2472	WinnDixie	805 E. Dr Martin Luther	Tampa	FL
2474	WinnDixie	61 Bell Blvd North	Lehigh Acres	FL
2475	WinnDixie	6929 Us Hwy 301-S	Riverview	FL
2477	WinnDixie	3406 Us Hwy 19 North	Holiday	FL
2480	WinnDixie	5690 Bayshore Rd	Fort Myers	FL
2484	WinnDixie	4221 Mariner Blvd	Spring Hill	FL
2487	WinnDixie	38901 Hwy 54 East	Zephyrhills	FL
2491	WinnDixie	1737 East Oak Street	Arcadia	FL
2495	WinnDixie	11230 M Luther King Blvd	Seffner	FL
2499	WinnDixie	16751 Fishhawk Blvd	Lithia	FL
2501	WinnDixie	4230 Bee Ridge Road	Sarasota	FL
2503	WinnDixie	27301 Sr 54	Wesley Chapel	FL
2505	WinnDixie	2535 State Road 60 East	Valrico	FL

<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
2507	WinnDixie	17649 Gunn Hwy	Odessa	FL
2509	WinnDixie	10665 Big Bend Rd.	Riverview	FL
2511	WinnDixie	10202 Seminole Blvd.	Largo	FL
2515	WinnDixie	7550 Mission Hills Drive	Naples	FL
2517	WinnDixie	13016 Race Track Rd.	Tampa	FL
2519	WinnDixie	5802 14Th St. W	Bradenton	FL
2521	WinnDixie	10580 Colonial Blvd., Ste #101	Fort Myers	FL
2523	WinnDixie	820 Old Camp Rd.	The Villages	FL
2527	WinnDixie	252 Harbor Village Lane	Apollo Beach	FL
2529	WinnDixie	6425 County Line Rd.	Tampa	FL
2531	WinnDixie	1171 South Pinellas Ave.	Tarpon Springs	FL
2533	WinnDixie	1016 Cape Coral Pky, Ste 110	Cape Coral	FL
2545	WinnDixie	2500 Burnsed Boulevard	The Villages	FL
2548	WinnDixie	1519 Us Hwy 27 South	Lake Placid	FL
2550	WinnDixie	1133 S 6Th Ave	Wauchula	FL
2626	WinnDixie	4400 Hardy St	Hattiesburg	MS
5011	BiLo	245 Macon Plaza	Franklin	NC
5016	BiLo	6 K-Mart Plaza	Greenville	SC
5022	BiLo	155 South Leroy Street	Metter	GA
5031	BiLo	120 East Winthrope Ave.	Millen	GA
5032	BiLo	819 West Carolina Avenue	Hartsville	SC
5041	BiLo	571 E. Bypass 9	Lancaster	SC
5042	BiLo	351 South Main Street	Woodruff	SC
5046	BiLo	927 Broad Street South	Clinton	SC
5057	BiLo	2607 Woodruff Rd	Simpsonville	SC
5065	BiLo	7830 Garners Ferry Road	Columbia	SC
5085	BiLo	1750 Hwy 14 E	Landrum	SC
5089	BiLo	11153 Asheville Avenue	Inman	SC
5092	BiLo	3715 E. North St.	Greenville	SC
5093	BiLo	6507 Wilkinson Blvd.	Belmont	NC
5097	BiLo	191 Bi-Lo Plaza	Seneca	SC
5103	BiLo	500 Fury'S Ferry Rd	Martinez	GA
5105	BiLo	720 Main Street	North Myrtle Be	SC
5107	BiLo	5020 Dick Pond Road	Myrtle Beach	SC
5135	BiLo	421 Columbia Avenue	Lexington	SC
5150	BiLo	3619 Pelham Road	Greenville	SC
5153	BiLo	3125 Bees Ferry Road	Charleston	SC
5156	BiLo	8620 Camfield St	Charlotte	NC
5158	BiLo	2127 Boundary St.	Beaufort	SC
5161	BiLo	1365 W. Wade Hampton Blvd	Greer	SC
5164	BiLo	95 Matthews Drive	Hilton Head	SC
5168	BiLo	404 Russ Avenue	Waynesville	NC
5172	BiLo	500 East Greer St	Honea Path	SC
5173	BiLo	1041 Franklin Springs St	Royston	GA

<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
5178	BiLo	712 S. Alabama Avenue	Chesnee	SC
5181	BiLo	1256 Hwy 9 By Pass West	Lancaster	SC
5182	BiLo	2401 Reidville Rd	Spartanburg	SC
5188	BiLo	207 W. Butler	Mauldin	SC
5195	BiLo	2435 E. North St.	Greenville	SC
5211	BiLo	500 North Main Street	Marion	NC
5214	BiLo	1013 W. Floyd Baker Blvd.	Gaffney	SC
5228	BiLo	975 Bacons Bridge Rd #117	Summerville	SC
5246	BiLo	142 E. Street James Ave.	Goose Creek	SC
5256	BiLo	330 Leppy St	Pelzer	SC
5262	BiLo	1016 Pine Log Rd	Aiken	SC
5265	BiLo	100 North Town Dr	Spartanburg	SC
5267	BiLo	1500 Western Square Drive	Laurens	SC
5268	BiLo	1436 J. A. Cochran By-Pass	Chester	SC
5270	BiLo	2901 South Main St.	Anderson	SC
5274	BiLo	2460 Hudson Rd.	Greer	SC
5275	BiLo	70 Pope Avenue	Hilton Head	SC
5276	BiLo	687 Main St.	Thomson	GA
5282	BiLo	4464 Devine St.	Columbia	SC
5283	BiLo	1021 S. Pendleton	Easley	SC
5284	BiLo	110 S. Hwy. 52, Suite B	Moncks Corner	SC
5286	BiLo	1909 U.S. Hwy. 17 North	Mount Pleasant	SC
5287	BiLo	717D East Liberty Street	York	SC
5288	BiLo	210 Forrest Gate Center	Pisgah Forest	NC
5292	BiLo	2512 Tobacco Road	Hephzibah	GA
5297	BiLo	715 E. Wade Hampton Blvd.	Greer	SC
5408	BiLo	2199 Southport Road	Spartanburg	SC
5409	BiLo	1200 Sam Rittenberg Blvd	Charleston	SC
5413	BiLo	2924 Mt. Holly-Huntersville Road	Charlotte	NC
5417	BiLo	2055 Wedgefield Road	Sumter	SC
5420	BiLo	1909 E. Broad Street	Statesville	NC
5421	BiLo	511 Smokey Park Hwy	Candler	NC
5431	BiLo	1109 W. Ogeechee Street	Sylvania	GA
5432	BiLo	155 Carolina Square	Edgefield	SC
5441	BiLo	1319 N. Longstreet St.	Kingstree	SC
5442	BiLo	6021 St. Andrews Road	Columbia	SC
5446	BiLo	12189 Greenville Hwy	Lyman	SC
5448	BiLo	860 Folly Road	Charleston	SC
5514	BiLo	2803 Wrightsboro Road	Augusta	GA
5521	BiLo	1126 U.S. Hwy 321 Bus. South	Winnsboro	SC
5522	BiLo	111 Edgewood Avenue	North Augusta	SC
5525	BiLo	860 Parris Island Gateway	Beaufort	SC
5534	BiLo	1101 East First	Vidalia	GA
5542	BiLo	3457 Peach Orchard Road	Augusta	GA



<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
5552	BiLo	2700 Gentry Memorial Hwy #B	Pickens	SC
5553	BiLo	2010 Montague Avenue	Greenwood	SC
5554	BiLo	14 U.S. Hwy 74A By-Pass	Rutherfordton	NC
5558	BiLo	249 W. Columbia Ave	Batesburg	SC
5563	BiLo	1315 S. Pleasantburg	Greenville	SC
5566	BiLo	7709 Hwy 76	Pendleton	SC
5567	BiLo	34 Statesboro Mall, Northside Dr.	Statesboro	GA
5568	BiLo	3518 Hwy 153 (Powdersville)	Greenville	SC
5577	BiLo	136 Washington Plaza	Washington	GA
5578	BiLo	2453 Charleston Hwy.	Cayce	SC
5580	BiLo	2916 Emanuel Church Rd	West Columbia	SC
5582	BiLo	421 Hwy 27 S.	Stanley	NC
5587	BiLo	508 Lamar Highway	Darlington	SC
5604	BiLo	4435 Jefferson Davis Hwy #11	Clearwater	SC
5607	BiLo	1642 Dickerson Blvd.	Monroe	NC
5608	BiLo	2111 N. Pleasantburg Drive	Greenville	SC
5612	BiLo	1103 North Main St.	Fountain Inn	SC
5613	BiLo	7 Farris Bridge Rd	Greenville	SC
5615	BiLo	2349 Augusta Road	West Columbia	SC
5623	BiLo	1625 N. Main St	Summerville	SC
5624	BiLo	699 Fairview Road	Simpsonville	SC
5625	BiLo	4480 Columbia Rd.	Martinez	GA
5633	BiLo	2609 South New Hope Road	Gastonia	NC
5637	BiLo	501 S. Pearl Street	Pageland	SC
5638	BiLo	120 Forum Drive	Columbia	SC
5653	BiLo	148 Walnut Lane	Travelers Rest	SC
5655	BiLo	1370 Chestnut Ne	Orangeburg	SC
5661	BiLo	120 Highway 14, Suite A	Simpsonville	SC
5702	BiLo	3924 Highway 17 South	North Myrtle Be	SC
5704	BiLo	101 Verdae Blvd., Suite 1200	Greenville	SC
5707	BiLo	512 Robinson Blvd.	Walterboro	SC
5709	BiLo	4403 Highway 24	Anderson	SC
5712	BiLo	1703 Elm Street West	Hampton	SC
5716	BiLo	1401 East Main Street	Rock Hill	SC
5717	BiLo	742 West Highway 27	Lincolnton	NC
5719	BiLo	1131 North Highway 321	York	SC
5722	BiLo	1419 Chapin Road	Chapin	SC
5723	BiLo	300 Knox Abbott Drive	Cayce	SC
5726	BiLo	1000 Tanner Ford Blvd.	Hanahan	SC
5740	BiLo	320 N. Duncan Bypass	Union	SC
5741	BiLo	115 Willbrook Blvd Suite Y	Pawleys Island	SC
5742	BiLo	104 Jungle Rd.	Edisto Island	SC
5743	BiLo	3575 Maybank Hwy; Unit L	Johns Island	SC
5744	BiLo	312 S Main St	Glennville	GA

<i>Store</i>	<i>New Banner</i>	<i>Address</i>	<i>City</i>	<i>State</i>
5746	BiLo	1042 W Hwy 80	Pooler	GA
5754	BiLo	5214 Us Hwy 17	Darien	GA
5755	BiLo	3353 Hwy 72/221 East	Greenwood	SC
5757	BiLo	760 Hwy 378	Lexington	SC
5762	BiLo	518 N. Wheeler Ave.	Prosperity	SC
5800	BiLo	5982 W. Jim Bilton Blvd	Saint George	SC
5802	BiLo	603 Main St. North	New Ellenton	SC
5803	BiLo	605 Travis Ave.	Saluda	SC
5810	BiLo	1048 York St. Ne	Aiken	SC

## **Appendix B: Leak Rate Formulas**

### **Company-Wide Average Leak Rate Formula**

$$\text{Company Wide Avg. Leak Rate} = \left( \frac{\text{Refrigerant Added}_{WCRE} + \text{Refrigerant Added}_{\text{Unit A}} + \text{Refrigerant Added}_{\text{Unit B}} + \dots + \text{Refrigerant Added}_{\text{Unit "N"}}}{\text{Full Charge}_{WCRE} + \text{Full Charge}_{\text{Unit A}} + \text{Full Charge}_{\text{Unit B}} + \dots + \text{Full Charge}_{\text{Unit "N"}}} \right) \times 100\%$$

#### **TERMS:**

**WCRE** = Wholly-Covered Refrigeration Equipment, which means all Covered Refrigeration Equipment (as defined in the Consent Decree) that was owned or operated by SEG for all 12 months of an Effective Year (as defined in the Consent Decree).

**Unit A, Unit B, . . . Unit "N"** = Individual appliances that are Covered Refrigeration Equipment (as defined in the Consent Decree) that were owned or operated by SEG for less than 12 months during the prior Effective Year (i.e., Partially-Covered Refrigeration Equipment).

**Refrigerant Added** = The total amount of the refrigerant added (in pounds) to the Covered Refrigeration Equipment during the prior Effective Year, as follows:

- For Wholly-Covered Refrigeration Equipment, the total amount of refrigerant added (in pounds) to all Wholly-Covered Refrigeration Equipment during the prior Effective Year.
- For Partially-Covered Refrigeration Equipment, the amount of refrigerant added (in pounds) to the appliance (Unit A, Unit B, . . .) during the period that the Company owned the appliance during the prior Effective Year.

The Refrigerant Added shall not include: (i) the initial charge of Refrigerant added to any new Covered Refrigeration Equipment; (ii) where Refrigerant has been recovered from existing Covered Refrigeration Equipment, the amount of such Refrigerant used to recharge such Covered Refrigeration Equipment, up to the amount of Refrigerant recovered (including recharging Covered Refrigeration Equipment that is retrofitted to use an Advanced Refrigerant to comply with this Consent Decree); (iii) the amount of substitutes, including carbon dioxide, in the end uses as set forth in 40 C.F.R. § 82.154(a)(1); or (iv) the amount of any Refrigerant added to a Covered Refrigeration Equipment to replace Refrigerant released as the result of an event that is determined by EPA or the Court to constitute a force majeure event under Section X of this Consent Decree (Force Majeure).

**Full Charge** = The amount of refrigerant required for normal operating characteristics and conditions of the appliance (Unit A, Unit B, . . .) as determined pursuant to 40 C.F.R. Part 82, Subpart F (*See* definition of "Full Charge" at 40 C.F.R. § 82.152), as follows:

- For Wholly-Covered Refrigeration Equipment, the full charge is the total amount of refrigerant (in pounds) needed to fully charge all Wholly-Covered Refrigeration Equipment.
- For Partially-Covered Refrigeration Equipment, the full charge is the amount of refrigerant (in pounds) needed to fully charge the appliance (Unit A, Unit B, . . .).

### Store Leak Rate Formula

$$\text{Store Leak Rate} = \left( \frac{\text{Refrigerant Added}_{WCRE} + \text{Refrigerant Added}_{Unit A} + \text{Refrigerant Added}_{Unit B} + \dots \text{Refrigerant Added}_{Unit "N"}}{\text{Full Charge}_{WCRE} + \text{Full Charge}_{Unit A} + \text{Full Charge}_{Unit B} + \dots \text{Full Charge}_{Unit "N"}} \right) \times 100\%$$

#### TERMS:

**WCRE** = Wholly-Covered Refrigeration Equipment, which means all Covered Refrigeration Equipment (as defined in the Consent Decree) at the Store that was owned or operated by SEG for all 12 months of an Effective Year (as defined in the Consent Decree).

**Unit A, Unit B, . . . Unit "N"** = Individual appliances that are Covered Refrigeration Equipment (as defined in the Consent Decree) at the Store that were owned or operated by SEG for less than 12 months during the prior Effective Year (i.e., Partially-Covered Refrigeration Equipment).

**Refrigerant Added** = The total amount of the refrigerant added (in pounds) to the Covered Refrigeration Equipment during the prior Effective Year, as follows:

- For Wholly-Covered Refrigeration Equipment, the total amount of refrigerant added (in pounds) to all Wholly-Covered Refrigeration Equipment during the prior Effective Year.
- For Partially-Covered Refrigeration Equipment, the amount of refrigerant added (in pounds) to the appliance (Unit A, Unit B, . . .) during the period that the Company owned the appliance during the prior Effective Year.

The Refrigerant Added shall not include: (i) the initial charge of Refrigerant added to any new Covered Refrigeration Equipment; (ii) where Refrigerant has been recovered from existing Covered Refrigeration Equipment, the amount of such Refrigerant used to recharge such Covered Refrigeration Equipment, up to the amount of Refrigerant recovered (including recharging Covered Refrigeration Equipment that is retrofitted to use an Advanced Refrigerant to comply with this Consent Decree); (iii) the amount of substitutes, including carbon dioxide, in the end uses as set forth in 40 C.F.R. § 82.154(a)(1); or (iv) the amount of any Refrigerant added to a Covered Refrigeration Equipment to replace Refrigerant released as the result of an event that is determined by EPA or the Court to constitute a force majeure event under Section X of this Consent Decree (Force Majeure).

**Full Charge** = The amount of refrigerant required for normal operating characteristics and conditions of the appliance (Unit A, Unit B, . . .) as determined pursuant to 40 C.F.R. Part 82, Subpart F (*See* definition of "Full Charge" at 40 C.F.R. § 82.152), as follows:

- For Wholly-Covered Refrigeration Equipment, the full charge is the total amount of refrigerant (in pounds) needed to fully charge all Wholly-Covered Refrigeration Equipment.
- For Partially-Covered Refrigeration Equipment, the full charge is the amount of refrigerant (in pounds) needed to fully charge the appliance (Unit A, Unit B, . . .).

**Appendix C: Refrigerant Compliance Management Plan**

## **Southeastern Grocers, Inc.**

### **Refrigerant Compliance Management Plan**

This Refrigerant Compliance Management Plan (“RCMP”) was developed to promote and monitor Southeastern Grocers, Inc.’s and its corresponding operating affiliate entities (collectively, “SEG”) compliance with Section 608 of the Clean Air Act and implementing regulations. This RCMP establishes policies and procedures to direct SEG’s use and maintenance of “Refrigerant” and “Covered Refrigeration Equipment.” For purposes of this RCMP, “Refrigerant” means any substance used as a heat transfer fluid or gas including ozone-depleting substances, and their substitutes found acceptable by EPA’s Significant New Alternatives Policy Program set forth at 40 C.F.R. Part 82, Subpart G. For purposes of this RCMP, “Refrigerant” shall not include carbon dioxide or secondary loop fluid, such as propylene glycol, in a secondary loop refrigeration system. “Covered Refrigeration Equipment” means refrigeration equipment, including any refrigerator, chiller, freezer, or air conditioner, with a Full Charge of 50 pounds or more of Refrigerant.

If any general statements as to the purpose or policy of this RCMP conflict with any of the specific requirements or directives in this RCMP, the specific requirements or directives shall control.

#### **A. POLICY**

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

#### **B. ORGANIZATION AND OVERSIGHT**

1. SEG is responsible for implementing the provisions of this RCMP. SEG may work in partnership with one or more refrigerant management contractors to perform certain activities required by this RCMP, as detailed below.
2. SEG shall use an electronic data management system to track information associated with refrigerant systems at all stores that use Covered Refrigeration Equipment in the United States. The information that will be tracked shall include, at a minimum, the information identified in Section E.4.e. (“Recordkeeping”) of this RCMP.

3. Semi-annually (1<sup>st</sup> and 3<sup>rd</sup> calendar quarter), SEG's Energy/Engineering Manager shall evaluate and address issues regarding company-wide compliance with this RCMP, identify any amendments to environmental requirements, make any necessary updates to employee training programs, review corporate-wide leak rate data, and review, investigate, and take corrective active to address any suspected noncompliance with the standards and/or requirements of requirements of 40 C.F.R. Part 82, Subpart F with at individual stores.

### C. ASSESSMENT, PREVENTION AND CONTROL

1. **Management Practices.** The following Management Practices shall apply to SEG's use of Refrigerant, maintenance of Covered Refrigeration Equipment, and interactions between SEG and any contractors that service SEG's Covered Refrigeration Equipment.
  - No knowing release or venting of any Refrigerant to the atmosphere shall be made.
  - SEG's Refrigerant use shall be managed pursuant to EPA regulations and any other applicable requirements, including recordkeeping and repair requirements of 40 C.F.R. Part 82, Subpart F.
  - Use, maintenance, repair, and replacement of all Covered Refrigeration Equipment shall be conducted pursuant to 40 C.F.R. Part 82, Subpart F. Any apparent violation of such regulations shall be reviewed during semiannual evaluations as described in Section B.3. of this RCMP.
  - All contractors responsible for maintenance and repair of Covered Refrigeration Equipment shall be certified according to EPA requirements in 40 C.F.R. § 82.161.
2. **Employee and Contractor Evaluations.** SEG shall ensure that employees and contractors are evaluated for compliance with applicable standards and regulations. SEG Further shall ensure that any negative results are investigated to determine if corrective actions are necessary. SEG shall also ensure that when system reports prepared pursuant to Section D.4, or other pertinent information, demonstrate noncompliance with this RCMP, such employees and/or contractors are evaluated.
3. **Compliance Review.** SEG, either directly or through its refrigerant management contractor, will perform a compliance review program of the Covered Refrigeration Equipment to assess compliance with this RCMP and 40 C.F.R. Part 82, Subpart F. The compliance program review will include the following elements:



- Each calendar month, there shall be a review of the prior month's leak rates, Refrigerant losses and additions, repair response time (*i.e.*, time between leak detection and leak repair), and technician certifications required pursuant to 40 C.F.R. § 82.161 ("EPA Certifications").
- SEG shall meet with its refrigerant management contractor semi-annually, during the 1<sup>st</sup> and 3<sup>rd</sup> calendar quarters. In addition to the items described in Section B.3. of this RCMP, SEG shall review, and shall ensure that its refrigerant management contractor reviews, this RCMP and the associated policies, procedures, and training programs, and take any corrective actions that are identified to improve SEG's refrigerant management program.

#### **D. REFRIGERATION TECHNICIANS**

1. Only EPA-certified technicians shall be permitted to conduct service, maintenance, repair or recovery work on Covered Refrigeration Equipment. All technicians must have an EPA Certification card showing training in an EPA-approved program.
2. All technicians shall be issued Refrigerant leak detectors as standard operating procedure.

#### **E. LEAK MONITORING, REPAIR, INVESTIGATIONS, AND REPORTING**

1. **Technicians.** Leak Inspections (leak checks) shall be conducted by an EPA-certified technician using a calibrated refrigerant leak detection device, a bubble test, or observation of oil residue. The refrigerant leak detection device shall be used in accordance with the manufacturer's specifications. If oil residue is observed indicating a refrigerant leak during leak monitoring, leak monitoring must be conducted using a calibrated refrigerant leak detection device or bubble test to confirm a refrigerant leak.
2. **Preventative Leak Checks.** Preventative leak checks shall be conducted on all Covered Refrigeration Equipment at least once every two calendar months, except for comfort cooling devices. For comfort cooling devices with a Full Charge of 50 pounds or more of Refrigerant, preventative leak checks shall be conducted at least once per calendar quarter.
3. **System Integrity Checks.** Leak checks, referred to as System Integrity Checks ("SICs"), shall be conducted after any refrigerant-add event for Covered Refrigeration

Equipment. A work order for an SIC shall be entered into the work order management system no less than 24 hours after the refrigerant-add event, and the SIC shall be conducted within 72 hours of the SIC work order being entered. If a leak is identified during course of an SIC, an additional SIC event will be created and the process will be repeated until the Covered Refrigeration Equipment is found to be leak free.

**4. Leak Repair and Recordkeeping Procedures:**

- a. All Covered Refrigeration Equipment, excluding comfort cooling appliances, exhibiting an annual leak rate exceeding the applicable leak rate threshold for making repairs set forth in 40 C.F.R. Part 82, Subpart F, or 20%, whichever is lower, shall be repaired within 30 days of when refrigerant is added to an appliance exceeding the applicable leak rate, except as provided in Section E.4.d below. The 30-day time period shall be temporarily suspended if the Covered Refrigeration Equipment is mothballed. The time will resume on the day additional refrigerant is added to the Covered Refrigeration Equipment (or component of the Covered Refrigeration Equipment if the leaking component was isolated).
- b. For comfort cooling devices with a Full Charge of 50 pounds or more of Refrigerant exhibiting an annual leak rate exceeding the applicable leak rate threshold for making repairs set forth in 40 C.F.R. Part 82, Subpart F, or 10%, whichever is lower, shall be repaired within 30 days of leak detection, except as provided in Section E.4.d below. The 30-day time period shall be temporarily suspended if the comfort cooling device is mothballed. The time will resume on the day additional refrigerant is added to the comfort cooling device (or component of the comfort cooling device if the leaking component was isolated).
- c. Repairs will be performed and verified by EPA-certified technicians. Leaks are considered repaired if the annual leak rate is reduced below the applicable 20% or 10% threshold. Leak repairs for all Covered Refrigeration Equipment must follow all EPA-approved procedures, including refrigerant evacuation, recovery/recycling, and initial and follow-up verifications of leak repairs.
- d. If Covered Refrigeration Equipment is not repaired within 30 days of leak detection, SEG shall create a retrofit or retirement plan, and keep a copy on-site, within the deadlines imposed by 40 C.F.R. § 82.157(h)(1). The retrofit or retirement plan shall include, at a minimum, the information listed in 40 C.F.R. § 82.157(h)(2).

- e. **Recordkeeping.** SEG shall ensure that information related to the RCMP for Covered Refrigeration Equipment is entered into the electronic data management system, including:
  - i. the date and results of preventative leak checks;
  - ii. the date of each identified leak;
  - iii. the date and a description of all leak repair attempts;
  - iv. the date of each refrigerant-add event, including the amount of refrigerant added; and
  - v. the date and results of SICs.

#### **F. TRAINING**

1. The training program for employees may include written materials and/or on-the-job training, as appropriate for the employee's job responsibilities. Training shall include leak monitoring policies and procedures, including procedures for recording information related to the RCMP for Covered Refrigeration Equipment into the electronic data management system.
2. SEG shall ensure that its training programs and the training programs of its refrigerant management contractor are sufficient to address regulatory changes, as well as personnel and compliance issues identified through individual evaluations, compliance reviews, and incident investigations.

#### **G. ENVIRONMENTAL PLANNING AND ORGANIZATIONAL DECISION-MAKING**

1. **Corporate Environmental Planning.** Environmental planning related to this RCMP and SEG's compliance with applicable refrigerant management requirements shall, where practicable, be integrated into SEG's overall corporate decision-making process. For example, the Senior Vice President of Real Estate and Store Development must ensure that corporate personnel responsible for capital improvements are aware of SEG's obligations under this RCMP, the applicable regulations, and any applicable agreements or consent decrees, as well as specific information related to SEG's use of regulated refrigerants, including refrigerant phase-out dates.

**Appendix D: Response Action Schedule**

**Appendix D: Response Action Schedule**

Store No.	System ID No.	System Type	Current Refrig. Type	Self-Evaluation Report Response Actions				Schedule		
				System Replacement	Retrofit System	Replace Condenser	Replace Evaporator	EFF. YEAR 1	EFF. YEAR 2	EFF. YEAR 3
163	0163-E RACK E	FRIG	R-408A		X			X		
283	0283-C RACK C	FRIG	R-407A		X	X	X	X		
317	0317-A RACK A	FRIG	R-408A		X			X		
1625	1625-C A/C	HVAC	R-22	X				X		
2325	2325-B RACK A	FRIG	R-448A		X	X		X		
2342	2342-D RACK D	FRIG	R-408A	X			X	X		
2343	2343-C RACK C	FRIG	R-22		X			X		
2343	2343-D RACK D	FRIG	R-22		X		X (2)	X		
5156	5156-A	FRIG	R-22		X			X		
5262	5262-B RACK A	FRIG	R-22		X			X		
5563	5563-C RACK LT1	FRIG	R-408A		X	X		X		
180	0180-C RACK C	FRIG	R-448A		X		X		X	
270	0270-H1 MAIN A/C UNIT	HVAC	R-407C	X					X	
366	0366-D RACK D	FRIG	R-407A		X		X		X	
371	0371-B RACK B	FRIG	R-407A	X					X	
448	0448-A RACK A	FRIG	R-22		X				X	
1537	1537-C RACK C	FRIG	R-22		X				X	
2247	2247-B RACK B	FRIG	R-22		X				X	
5195	5195-F RACK E MT3	FRIG	R-22	X		X			X	
5566	5566-B RACK A MT1	FRIG	R-22		X				X	
5615	5615-C RACK C LT1	FRIG	R-408A		X				X	
5624	5624-B RACK MT2	FRIG	R-22		X				X	
5746	5746-B RACK MT1	FRIG	R-22	X		X			X	
345	0345-B RACK B	FRIG	R-22		X					X
446	0446-A RACK A	FRIG	R-22		X					X
493	0493-A RACK A	FRIG	R-408A	X						X
745	0745-A RACK A	FRIG	R-22	X						X
745	0745-C RACK C	FRIG	R-22	X						X
1513	1513-D RACK D	FRIG	R-22		X					X
1513	1513-E MACHINE RACK E	FRIG	R-22		X					X
2249	2249-D RACK D	FRIG	R-22	X						X
5092	5092-B RACK LT1	FRIG	R-22		X					X
5653	5653-C RACK LT1	FRIG	R-408A		X					X

## **Description of Response Actions**

- *System Replacement.* For commercial refrigeration units, system replacement entails re-engineering and replacing the compressor racks and replacing the refrigerant with an Advanced Refrigerant. For HVAC systems, system replacement entails the decommissioning and removal of the existing appliance and replacement of the existing appliance with a new system that uses an Advanced Refrigerant.
- *Retrofit System to an Advanced Refrigerant.* A retrofit entails replacing the gas in the system with an Advanced Refrigerant. Retrofits also require various system modifications including, for example, replacement of pressure relief valves, oil filters, O-rings, gaskets and seals with parts that are compatible with the Advanced Refrigerant used for the gas replacement.
- *Replacement of System Components (e.g., Condensers and/or Evaporators).* Replacement of system components entails the replacement of individual components in the appliance that have been determined to be in poor condition. Replacing individual components entails isolating and removing the existing component and installing the new, replacement component and associated gaskets and seals.

**Appendix E: Restricted Component List**

Store No.	System ID No.	System Type	Restricted Components
163	0163-E RACK E	FRIG	Produce Case Deli Case Seafood Case Dairy Case Beer Case Walk-In Evaporator (Bakery) Walk-In Evaporator (Meat) Walk-In Evaporator (Dairy) Compressor 1 Compressor 2 Compressor 3 Compressor Rack Condenser Controller
180	0180-C RACK C	FRIG	Bakery Case Dairy Case Deli Case Walk-In Evaporator (Seafood) Walk-In Evaporator (Produce) Motor Room
270	0270-H1 (MAIN A/C UNIT)	HVAC	Case Structure Compressors 1 Compressors 2 Compressor Rack Condenser Control panel Controller Motor room
283	0283-C RACK C	FRIG	Juice Case Milk Case Meat Case Lunch Meat Case Walk-In Evaporator (Seafood) Walk-In Evaporator (Meat) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor Rack Condenser Motor Room

Store No.	System ID No.	System Type	Restricted Components
317	0317-A RACK A	FRIG	Island Case Meat Case Frozen Food Case Walk-in Evaporators (Bakery) Walk-in Evaporators (Ice Cream) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor Rack Motor Room
345	0345-B RACK B	FRIG	Frozen Food Case Walk-in Evaporator (Frozen Food) Walk-in Evaporator (Meat) Compressor 1 Condenser
366	0366-D RACK D	FRIG	Produce Case Dairy Case Lunch Meat Case Beer Case Walk-in Evaporator (Dairy) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor Rack Motor Room
371	0371-B RACK B	FRIG	Frozen Food Case Frozen Island Case Meat Island Case Walk-in Evaporator (Deli) Walk-in Evaporator (Ice cream) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor 5 Compressor Rack Motor Room



Store No.	System ID No.	System Type	Restricted Components
446	0446-A RACK A	FRIG	Produce Case Dairy Case Deli Case Meat Case Walk-in Evaporator (Dairy) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor 5 Compressor 6 Compressor Rack Condenser Control plan Controller Motor Room
448	0448-A RACK A	FRIG	Produce Case Dairy Case Deli Case Meat Case Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor 5 Compressor 6 Compressor Rack Condenser Control plan Controller Motor Room
493	0493-A Rack A	FRIG	Frozen Case Frozen Island Case Walk-in Evaporators Deli/Bakery Compressor 1 Compressor 2 Compressor 3 Compressor Rack Control plan Controller Motor Room

Store No.	System ID No.	System Type	Restricted Components
745	0745-A RACK A	FRIG	Frozen Food Case Coffin Cases Walk-in Evaporator (Meat/Deli) Walk-in Evaporator (Grocery) Walk-in Evaporator (Ice cream) Compressor Rack Control Panel Controller Motor Room
745	0745-C RACK C	FRIG	Dairy Case Produce Case Walk-In Evaporator (Produce) Walk-In Evaporator (Seafood) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor 5 Compressor Rack Control Panel Controller Motor Room
1513	1513-D RACK D	FRIG	Produce Case Bakery Case Seafood/Deli Case Dairy/Produce Case Produce Case Walk-In Evaporator (Meat) Walk-In Evaporator (Market) Walk-In Evaporator (Produce) Compressor 1 Compressor 2 Compressor 3 Compressor Rack Control Panel Motor Room
1513	1513-E MACHINE RACK E  It appears that Page 380 of the Comprehensive Report has a typo. It refers to Rack D, instead of Rack E.	FRIG	Deli Case Dairy/Produce Case Fresh Meat Service Meat Walk-in Evaporator (Floral) Control Panel Motor Room

Store No.	System ID No.	System Type	Restricted Components
1537	1537-C RACK C	FRIG	Walk-in Evaporator (Meat) Walk-In Evaporator (Produce) Walk-In Evaporator (Seafood) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Control Panel Motor Room
1625	1625-C A/C	HVAC	HVAC Walk-In Evaporator HVAC Compressor 1 Compressor 2 Compressor Rack Condenser Control Panel Controller Motor Room
2247	2247-B RACK B	FRIG	Deli Case Grocery Case Meat Case Frozen Food Evaporator Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor 5 Compressor 6 Compressor Rack Condenser Control Panel Controller Motor Room

Store No.	System ID No.	System Type	Restricted Components
2249	2249-D RACK D	FRIG	Produce Case Deli Case Dairy Case Meat Case Walk-in Evaporator Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor 5 Compressor Rack Control Panel Controller Motor Room
2325	2325-B RACK A	FRIG	Evaporator Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor 5 Compressor 6 Compressor Rack Condenser Control Panel Controller Motor Room
2342	2342-D RACK D	FRIG	Grocery Case Produce Case Meat Case Walk-In Evaporator (Seafood) Compressor 1 Compressor 2 Compressor Rack Control Panel Controller Motor Room

Store No.	System ID No.	System Type	Restricted Components
2343	2343-C RACK C	FRIG	Grocery Case Produce Case Meat Case Walk-in Evaporator (Seafood) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor Rack Condenser Control Panel Controller Motor Room
2343	2343-D RACK D	FRIG	Grocery Case Produce Case Meat Case Walk-in Evaporator (Seafood) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor Rack Condenser Control Panel Controller Motor Room
5092	5092-B RACK LT1	FRIG	Frozen Case Walk-in Evaporator (meat) Walk-in Evaporator (Deli) Walk-in Evaporator (Frozen) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor 5 Compressor Rack Condenser Control Panel Motor Room
5156	5156-A	FRIG	Produce Case Deli Case Dairy Case Compressor Rack Motor Room

Store No.	System ID No.	System Type	Restricted Components
5195	5195-F RACK E MT3	FRIG	Deli Case Produce Case Walk-In Evaporator (Produce) Walk-in Evaporator (Deli) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor Rack Condenser Control Panel Motor Room
5262	5262-B RACK A	FRIG	Produce Case Dairy Case Deli Case Beer Case Seafood Case Walk-in Evaporator (Market) Walk-In Evaporator (Seafood) Walk-In Evaporator (Deli) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor Rack Condenser
5563	5563-C RACK LT1	FRIG	Bakery Case Frozen Case Meat Case Walk-in Evaporator (Deli) Walk-in Evaporator (Meat) Walk-in Evaporator (Frozen) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor 5 Compressor Rack Condenser Control Panel Motor Room

Store No.	System ID No.	System Type	Restricted Components
5566	5566-B RACK A MT1	FRIG	Walk-in Evaporator (Meat) Compressor 1 Compressor 3 Compressor 4 Compressor 5 Compressor Rack Condenser Control Panel Motor Room
5615	5615-C RACK C LT1	FRIG	Compressor Rack Condenser Motor Room
5624	5624-B RACK MT2	FRIG	Walk-in Evaporator (Deli) Walk-In Evaporator (Produce) Walk-in Evaporator (Meat) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor Rack Motor Room
5653	5653-C RACK LT1	FRIG	Meat Case Frozen Case Walk-In Evaporator (Bakery) Walk-in Evaporator (Seafood) Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor Rack Condensor Control Panel Controller Motor Room

Store No.	System ID No.	System Type	Restricted Components
5746	5746-B RACK MT1	FRIG	Dairy Case Produce Case Deli Case Meat Case Compressor 1 Compressor 2 Compressor 3 Compressor 4 Compressor 5 Compressor 6 Compressor Rack Condensor Control Panel Controller Motor Room