

# **Automated License Plate Recognition (ALPR) System Usage and Privacy Policy Notice**

**Issued Pursuant to California Civil Code §§ 1798.90.5 through 1798.90.54**

**Effective Date: May 6, 2026**

## **I. Overview**

Nugget Market, Inc. uses automated license plate recognition technology and human decision-making to help prevent violence, reduce reputational risk, and deter, investigate, and prosecute theft, fraud, and other criminal activities. As the number of violent acts in public spaces rises, Nugget Market, Inc. is committed to implementing proactive measures that protect the lives and safety of our associates and guests. The use of ALPR software provides a real-time notification to Nugget Market, Inc.'s authorized users when a known threat enters. The software only matches license plates that have been enrolled in Nugget Market's private enrollment database for probable cause, including violent acts, threats, and theft that has taken place at a Nugget Market retail location. Other enrollment circumstances (e.g., AMBER Alerts for missing children) are described below. The license plate matching software creates a proprietary and anonymous template that does not require any personally identifiable information. Nugget Market, Inc. purges anonymous visitor data and enrollment data in accordance with data retention policies described below. Details about Nugget Market, Inc.'s use of this proactive safety tool and how Nugget Market, Inc. protects individual privacy are available to the public at [www.nuggetmarket.com/privacy](http://www.nuggetmarket.com/privacy).

## **II. Purpose and Scope**

Automated license plate recognition technology (ALPR) detects vehicle license plates. These systems use high-resolution cameras to capture images of vehicles in various lighting conditions and at different speeds. Optical Character Recognition (OCR) software then converts the visual license plate information into digital text for analysis. The system compares this digital text to those in Nugget Market, Inc.'s private enrollment database, and provides probable match results for human review and decision-making. Nugget Market, Inc. uses ALPR technology for life safety, security, loss prevention, and investigation purposes at Nugget Market, Inc. locations. Authorized users may also use the software to gather information for other purposes described below.

This Usage and Privacy Policy Notice ("Notice") is issued in accordance with Title 1.81.23 of the California Civil Code, specifically Sections 1798.90.5, 1798.90.51, 1798.90.52, 1798.90.53, and 1798.90.54, governing the collection, use, maintenance, sharing, and dissemination of information obtained through the operation of an Automated License Plate Recognition ("ALPR") system. This Notice is intended to ensure that the use of the ALPR system is consistent with respect for individuals' privacy and civil liberties, as required by California law. This Notice is made available to the public in writing and, to the extent the operator or end-user maintains an Internet website, is posted conspicuously on that website.

### **III. Definitions**

For purposes of this Notice, the following definitions apply, consistent with California Civil Code § 1798.90.5:

**"ALPR End-User"** means a person that accesses or uses an ALPR system.

**"ALPR Information"** means information or data collected through the use of an ALPR system.

**"ALPR Operator"** means a person that operates an ALPR system.

**"ALPR System"** means a searchable computerized database resulting from the operation of one or more mobile or fixed cameras combined with computer algorithms to read and convert images of registration plates and the characters they contain into computer-readable data.

**"Person"** means any natural person, public agency, partnership, firm, association, corporation, limited liability company, or other legal entity.

**"Public Agency"** means the state, any city, county, or city and county, or any agency or political subdivision of the state or a city, county, or city and county, including, but not limited to, a law enforcement agency.

### **IV. Authorized Purposes for Use and Collection of ALPR Information**

The ALPR system operated and accessed by Nugget Market, Inc. is used solely for the following authorized purposes: Life safety, security, loss prevention, and investigation purposes at Nugget Market Inc. locations. ALPR information is collected solely in the furtherance of these authorized purposes.

### **V. Administration of ALPR Software, Equipment, and Data**

All installation, configuration, and maintenance of ALPR software, equipment (e.g., dedicated ALPR cameras, lenses, servers, networks), as well as associated data access and retention shall be managed by the Nugget Market, Inc. Director of Loss Prevention and/or Director of Physical Security. The Director of Loss Prevention may assign authorized personnel to administer the day-to-day operation of the ALPR software, equipment, and data.

### **VI. ALPR Operation and Authorized Access**

Use of ALPR is restricted to the purposes outlined below in accordance with Nugget Market, Inc's Acceptable Use Policy. Nugget Market, Inc. personnel shall not use or allow others to use the software, equipment, or data for any unauthorized purpose.

(a) ALPR shall only be used for official and legitimate Nugget Market, Inc. purposes.

(b) Probable cause is required to add a license plate to the Nugget Market, Inc. enrollment database for life safety, security, loss prevention, and investigation purposes.

- (c) No Nugget Market, Inc. authorized user shall operate ALPR software or access ALPR data without first successfully completing Nugget Market, Inc. approved training described below and agreeing to Nugget Market, Inc's Acceptable Use Policy.

Physical and digital access to ALPR software, hardware, and data shall be restricted to authorized users whose roles and responsibilities require it. All authorized users shall have unique login credentials; account sharing (e.g., username "store #100 manager" used by multiple individuals) is not permitted. Software and data security shall be configured and maintained at the level for strong PII even though PII is not being added to the system.

Nugget Market, Inc. restricts access to the ALPR software to a limited number of authorized users based on their roles and responsibilities. All authorized users must successfully complete training and agree to the Acceptable Use Policy before gaining access to the system. Nugget Market, Inc. also provides authorized users information about expected behaviors and guidelines for using the software, and penalties for misuse. Nugget Market, Inc. conducts periodic audits of system access to help prevent misuse of the system. Nugget Market, Inc. ensures that a user's access is removed if the user's responsibilities no longer require access or if the user is no longer employed by the company.

Nugget Market, Inc. may provide authorized users with secure access to the system via Single Sign On (SSO) using the industry-standard SAML 2.0 protocol. Nugget Market, Inc. facilitates the software provider's authorized personnel access to the system on Nugget Market, Inc. networks and servers for administrative purposes (e.g., system health monitoring, software upgrades, troubleshooting) via secure, encrypted connections.

Access to and use of the ALPR system and ALPR information is restricted to authorized personnel only. The following categories of employees and independent contractors are authorized to use or access the ALPR system and to collect, access, or use ALPR information:

- (a) Nugget Market, Inc. Loss Prevention Agents
- (b) Nugget Market, Inc. Loss Prevention Investigators
- (c) Nugget Market, Inc. Loss Prevention Managers
- (d) ALPR software provider authorized personnel (for administrative purposes only)
- (e) Authorized sworn law enforcement personnel

A third-party administrator operates the parking lot cameras and collects the license plate data which it stores securely. Only the third-party administrator and Nugget Market can access the data.

Suspected unauthorized access to ALPR software, equipment, and data shall be reported immediately to the Director of Loss Prevention. Data-sharing requests from governmental entities shall be reported to the Director of Loss Prevention immediately.

## **VII. ALPR Training**

Nugget Market, Inc. ensures that all authorized employees and independent contractors complete the appropriate training based on their roles and responsibilities. The software provider's training is developed by subject matter experts and is based on years of ALPR experience, real-world use cases, and data governance principles. Courses include detailed training content designed for users with specific roles and permissions (e.g., IT, investigative, compliance). Nugget Market, Inc. requires annual re-certification for all authorized users.

No person shall be permitted to access or use the ALPR system or ALPR information without first completing the required training and receiving written authorization.

## **VIII. ALPR Enrollments**

Nugget Market, Inc. curates a custom enrollment database to include license plates associated to individuals who have caused loss, disruption (including threats of violence), or other harm. Enrollments require completion of mandatory minimum criteria fields to establish probable cause.

### **Personally Identifiable Information (PII)**

The ALPR software does not use personally identifiable information (e.g., name, date of birth) to generate probable matches. Nugget Market, Inc. does not include PII in the enrollment database. Nugget Market, Inc. uses a proprietary case management system (LPology) to record any enrolled individual's PII for investigations and other uses.

### **Starting the Enrollment Process**

Nugget Market, Inc.'s authorized users enroll license plates – That is, add a license plate number to the Nugget Market, Inc. enrollment database – based on probable cause (e.g., known loss, threat, or disruption); a documented law enforcement request (e.g., AMBER Alert and Code Adam missing child assistance). For life safety, security, and theft purposes, authorized users start the enrollment process after observing an incident (e.g., theft or altercation) or receiving a credible report of an incident in a Nugget Market location.

### **Enrollment Data Sources**

As vehicles enter Nugget Market, Inc. properties, their images are recorded by one or more dedicated ALPR cameras. Authorized users may obtain enrollment data from ALPR cameras, Nugget Market, Inc. CCTV security cameras, photographs taken by Nugget Market, Inc. personnel, documented law enforcement requests (e.g., AMBER Alert missing child assistance), and other documented sources (e.g., images appearing in social media threats).

Law enforcement authorities may request Nugget Market, Inc. assistance with Silver Alerts for missing seniors, AMBER Alerts for missing children, active threats who are armed and dangerous in the area, and for other exigent circumstances. Nugget Market, Inc. authorized users should strive to ensure such requests are aligned with Nugget Market, Inc.'s ALPR policy. All enrollments originating from law enforcement sources should include the law enforcement case or complaint number and

requesting officer's name and ID/badge number. Nugget Market, Inc. will periodically review and purge law enforcement enrollments when the investigation is complete or based on an established timeframe if there is no known completion.

Nugget Market, Inc. authorized users may receive potential enrollments sourced from verified organizations dedicated to finding and recovering missing children and other at-risk individuals, including human trafficking victims. These enrollments should include the organization's case or complaint number and the requesting investigator's name. Nugget Market, Inc. will periodically review and purge such enrollments based on an established timeframe if there is no known completion.

## **IX. Security Procedures and System Monitoring**

Nugget Market, Inc. shall maintain reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect ALPR information from unauthorized access, destruction, use, modification, or disclosure.

The ALPR system shall be monitored on an ongoing basis to ensure the security of the information collected, accessed, or used, and to ensure compliance with all applicable privacy laws. For ALPR end-users, such monitoring shall include a process for periodic system audits. These monitoring and audit procedures include, but are not limited to:

- (a) Enrollment audit logs (which user enrolled license plate), log-in/log-out, deletion, and retention.
- (b) Reports on most probable match events by offense types and filters or region to quickly identify and remove poor quality enrollments.
- (c) Purge enrollments annually. All enrollments are set with an automatic expiration date.
- (d) Review user performance by enrollment activity.
- (e) Review actions taken involving violence or threats towards employees and guests.

## **X. Record of Access**

In accordance with California Civil Code § 1798.90.52, whenever the ALPR operator accesses or provides access to ALPR information, a record of that access shall be maintained. At a minimum, the record shall include all of the following:

- (a) The date and time the ALPR information is accessed.
- (b) The license plate number or other data elements used to query the ALPR system.
- (c) The username of the person who accesses the information, and, as applicable, the organization or entity with whom the person is affiliated.
- (d) The purpose for accessing the ALPR information.

These access records shall be retained and made available for audit and review purposes in accordance with applicable law.

## **XI. Sharing, Sale, or Transfer of ALPR Information**

ALPR information may only be shared, sold, or transferred to other persons in accordance with the following restrictions and procedures:

All images and other data associated with ALPR are for the official use of Nugget Market, Inc. ALPR images, data, and related information gathered and retained by Nugget Market, Inc. may be used and shared with law enforcement personnel, prosecutors, and others only as permitted by law and according to Nugget Market, Inc. policies.

Any transfer of ALPR images, data, or associated information shall require a written request specifying the lawful and authorized purpose of the transfer.

ALPR images, data, or associated information may not be sold to private entities.

Any sharing, sale, or transfer of ALPR information must be consistent with the authorized purposes described in Section IV of this Notice and in full compliance with applicable law.

## **XII. Official Custodian**

The official custodian responsible for the ALPR system and for implementing the requirements of this Notice and the applicable provisions of Title 1.81.23 of the California Civil Code is: The Director of Loss Prevention Nugget Market, Inc. 311 Mace Blvd. Davis, CA 95618 (530) 399-3300

The official custodian shall oversee compliance with this Notice and all applicable statutory requirements, and shall serve as the primary point of contact for inquiries regarding the ALPR system and the handling of ALPR information.

## **XIII. Data Accuracy and Error Correction**

The Organization shall implement reasonable measures to ensure the accuracy of ALPR information and to correct data errors. These measures include:

- (a) Accuracy review audits to compare total false positives to probable match events.
- (b) Review user performance by enrollment activity, use of proper enrollment images.

The Director of Loss Prevention shall be notified immediately of any individual who reports and/or requests a correction of inaccurate ALPR data.

To report or request a correction of inaccurate data, please email [privacy@nuggetmarket.com](mailto:privacy@nuggetmarket.com) or call toll free at (888) 364-9670.

## **XIV. Retention and Destruction of ALPR Information**

The Director of Loss Prevention is responsible for ensuring proper collection and retention of ALPR data. Nugget Market, Inc. only retains data for as long as it is necessary to achieve the purpose for which it was collected.

- (a) Nugget Market, Inc.'s ALPR system uses two databases: one for visitors and one for enrollments.
- (b) The *visitor database* is populated with high-resolution images of vehicles that the ALPR cameras create as vehicles enter the premises.
- (c) Nugget Market, Inc. authorized users populate the *enrollment database* as they identify license plates of interest with probable cause for enrollment.
- (d) The images temporarily retained in the visitor database are compared to the license plate information in the enrollment database to generate probable match events when enrolled license plates enter Nugget Market, Inc. locations.
- (e) The ALPR search function allows authorized users to compare a license plate of interest to images in the visitor database.
- (f) Nugget Market, Inc. stores visitor images and enrollments for 1 year.
- (g) Nugget Market, Inc. stores visitor images for this timeframe to allow for a computer vision "look back" in life safety, security, and theft/fraud investigations. Historical searches can quickly determine where, when, and how often a vehicle has been at any Nugget Market, Inc. location.

The Director of Loss Prevention is responsible for ensuring the ALPR software is set up to purge the visitor and enrollment databases periodically based on the Nugget Market, Inc. retention policy. License plates added to the enrollment database are retained for no more than one year. The Director of Loss Prevention shall ensure an audit of all enrollments at least annually. Such audits will include a review of collected enrollment data to ensure consistency and compliance with Nugget Market, Inc. data and personally identifiable information (PII) policies. Each enrollment can be set to be purged automatically based on date of enrollment or with a specific expiration date. If a license plate continues to generate probable match events or other activity in the three months before the automated enrollment expiration or purge date, that license plate can remain as an active enrollment or be re-enrolled.

Upon expiration of the applicable retention period, ALPR information shall be securely destroyed in a manner that prevents unauthorized recovery or reconstruction of the data.

## **XV. Civil Remedies for Violations**

Any individual who has been harmed by a violation of Title 1.81.23 of the California Civil Code, including, but not limited to, unauthorized access or use of ALPR information or a breach of security of an ALPR system, may bring a civil action in any court of competent jurisdiction against a person who knowingly caused the harm. Pursuant to California Civil Code § 1798.90.54, a court may award any combination of the following remedies:

(a) Actual damages, but not less than liquidated damages in the amount of two thousand five hundred dollars (\$2,500).

(b) Punitive damages upon proof of willful or reckless disregard of the law.

(c) Reasonable attorney's fees and other litigation costs reasonably incurred.

(d) Other preliminary and equitable relief as the court determines to be appropriate.

These remedies are in addition to any other sanctions, penalties, or remedies provided by law.

## **XVI. Public Availability**

This Notice is made available to the public in written form. If the Organization maintains an Internet website, this Notice shall be posted conspicuously on that website. Copies of this Notice may also be obtained by contacting the official custodian identified in Section XII above.

## **XVII. Amendments**

Nugget Market, Inc. reserves the right to amend this Notice from time to time as necessary to comply with changes in applicable law or to reflect changes in the Organization's ALPR system operations. Any material amendments to this Notice shall be made available to the public in the same manner as the original Notice.

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Nugget Market, Inc.  
May 2026