

1 This Stipulation for Entry of Final Judgment and Permanent Injunction on Consent
2 (“Stipulation”) is entered into by Plaintiff, the People of the State of California (“People”) and
3 Defendants Pacific Bell Telephone Company d/b/a AT&T California, AT&T Corp. and AT&T
4 Services, Inc. (collectively “Defendants” or the “COMPANY”). For purposes of this Stipulation,
5 the People and Defendants shall be referred to collectively as “Parties.”

6 INTRODUCTION

7 This matter relates to the People’s investigation into Defendants’ compliance with state
8 laws and regulations governing the waste determination, storage, handling, transportation, and
9 disposal of hazardous and universal waste electronic equipment, batteries, aerosol cans, as well as
10 certain gels, liquids and other items used or carried by technicians, and scrap metal (defined as
11 “target waste” in Paragraph 19 of the Complaint for Permanent Injunction, Civil Penalties and
12 Other Equitable Relief (the “Complaint”) filed concurrently herewith), and associated employee
13 training requirements, pursuant to Health and Safety Code Chapter 6.5 at or in connection with
14 Defendants’ specified “COVERED FACILITIES” (defined in Paragraph 3 of the Final Judgment
15 and Permanent Injunction on Consent [the “Final Judgment on Consent”] attached hereto as
16 **Exhibit No. 1**) in California from January 1, 2005 through and including the date of filing of the
17 Complaint. As set forth in the Complaint, the People allege that Defendants violated Chapter 6.5
18 of Division 20 of the Health and Safety Code and the regulations promulgated under this chapter;
19 and Business and Professions Code section 17200, et seq., by its improper waste determination,
20 storage, handling, transportation, and disposal of target waste at or in connection with
21 Defendants’ COVERED FACILITIES in California from January 1, 2005, through and including
22 the date of filing of the Complaint. The COMPANY does not admit any issue of fact or law
23 alleged therein or any violation of law.

24 Upon notice of the investigation, the COMPANY immediately agreed to cooperate with the
25 People. Further, the COMPANY promptly implemented measures to halt the removal of regular
26 trash until it could be inspected to remove any potentially hazardous and universal wastes before
27 they reached municipal landfills (see Exhibit D to the Final Judgment on Consent) and began
28 dedicating significant additional resources towards environmental compliance and improving the

1 COMPANY'S hazardous and universal waste management compliance programs for the target
2 waste at the COVERED FACILITIES (see, e.g., Exhibits E and K to the Final Judgment on
3 Consent).

4 The Parties engaged in settlement negotiations prior to the filing of this Stipulation. In
5 these negotiations, the People were represented by the Attorney General of the State of California
6 and the District Attorney for the County of Alameda. Defendants were represented by Paul
7 Hastings LLP.

8 The People believe that the resolution embodied in this Stipulation and the Final Judgment
9 on Consent are fair and reasonable and fulfills the People's enforcement objectives; that the terms
10 of the Final Judgment on Consent are appropriate; that no further action is warranted concerning
11 the violations alleged in the Complaint, except as provided in the Final Judgment on Consent; and
12 that entry of the Final Judgment on Consent is in the best interest of the public. The COMPANY
13 agrees that the Final Judgment on Consent is a fair and reasonable resolution of the matters
14 alleged in the Complaint.

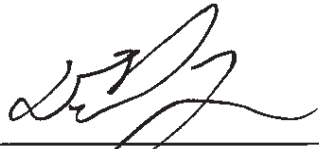
15 **FINAL JUDGMENT PURSUANT TO STIPULATION**

16 The Parties, after opportunity for review by counsel, hereby stipulate and consent to the
17 entry of the Final Judgment on Consent attached hereto as Exhibit No. 1.

18 **IT IS SO STIPULATED.**

19 Dated: November 19, 2014

Respectfully Submitted,
KAMALA D. HARRIS
Attorney General of California
MARGARITA PADILLA
Supervising Deputy Attorney General

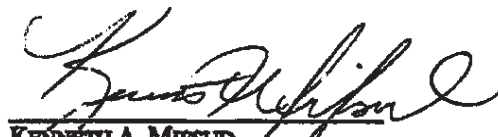


25 DAVID A. ZONANA
26 Acting Supervising Deputy Attorney
27 General
28 *Attorneys for Plaintiff, People of the State of
California*

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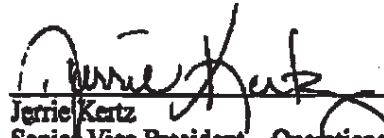
NANCY E. O'MALLEY
District Attorney of the County of Alameda



KENNETH A. MIFSUD
Assistant District Attorney
Attorneys for Plaintiff, People of the State of California

Dated: November 14, 2014

Pacific Bell Telephone Company d/b/a
AT&T California, AT&T Corp., and AT&T
Services, Inc.



Jerrie Kertz
Senior Vice President—Operations
Planning and Optimization
*On Behalf of Pacific Bell Telephone
Company d/b/a AT&T California, AT&T
Corp., and AT&T Services, Inc.*

APPROVED AS TO FORM:

Dated: November 14, 2014



DEBORAH SCHMALL
Paul Hastings, L.L.P.
55 Second Street, 24th Floor
San Francisco, CA 94105
*Attorneys for Defendants Pacific Bell Telephone
d/b/a AT&T California, AT&T Corp. and AT&T
Services, Inc.*

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

Pacific Bell Telephone Company d/b/a AT&T California, AT&T Corp., and AT&T Services, Inc.,

Defendants.

Case No.

[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT

(ASSIGNED FOR ALL PURPOSES TO: THE HONORABLE _____, DEPARTMENT ____)

1 WHEREAS, The PEOPLE OF THE STATE OF CALIFORNIA, by and through Kamala D.
2 Harris, Attorney General of the State of California, and by and through Nancy O'Malley, District
3 Attorney of the County of Alameda (collectively referred to herein as "the People") and
4 Defendants Pacific Bell Telephone Company d/b/a AT&T California, AT&T Corp., and AT&T
5 Services, Inc. (collectively with the People referred to as the "Parties"), by their respective
6 attorneys, have entered into a Stipulation for Entry of Final Judgment and Permanent Injunction
7 in this matter ("Stipulation") and thereby have consented to the entry of this Final Judgment and
8 Permanent Injunction on Consent ("Final Judgment on Consent");

9 AND WHEREAS, the Court finds that the settlement between the Parties is fair and in the
10 public interest;

11 NOW THEREFORE, upon the consent of the aforementioned Parties, it is hereby
12 ORDERED, ADJUDGED, AND DECREED:

13
14 **FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT**

15 **1. JURISDICTION**

16 The Parties stipulate and agree that the Superior Court of California, County of Alameda
17 has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction
18 over the Parties to this Final Judgment on Consent.

19 **2. SETTLEMENT OF DISPUTED CLAIMS**

20 This Final Judgment on Consent is not an admission by the COMPANY (defined in
21 Paragraph 3 below) regarding any issue of law or fact in the above-captioned matter or any
22 violation of law. The Parties enter into this Final Judgment on Consent pursuant to a compromise
23 and settlement of disputed claims for purposes of furthering the public interest. The People
24 believe that: the resolution embodied in this Final Judgment on Consent is fair and reasonable
25 and fulfills the People's enforcement objectives; that except as provided in this Final Judgment on
26 Consent, no further action is warranted concerning the allegations contained in the Complaint for
27 Civil Penalties and Injunctive Relief ("Complaint"); and that entry of this Final Judgment on
28 Consent is in the best interest of the public. The COMPANY agrees that this Final Judgment on

1 Consent is a fair and reasonable resolution of the matters alleged in the Complaint. The Parties
2 also waive their right to appeal.

3 **3. DEFINITIONS**

4 Except where otherwise expressly defined in this Final Judgment on Consent, all terms
5 shall be interpreted consistent with Chapter 6.5 of Division 20 of the California Health and Safety
6 Code and Title 22 of the California Code of Regulations promulgated under that chapter. The
7 following terms used in this Final Judgment on Consent shall have the meaning(s) set forth
8 below:

9 “AEROSOL CAN,” “HAZARDOUS WASTE AEROSOL CAN,” and “UNIVERSAL
10 WASTE AEROSOL CAN” shall have the corresponding definition set forth in Health and Safety
11 Code sections 25201.16 (a)(1), (4) and (6). AEROSOL CANS may be removed from the
12 category of “CONSENT JUDGMENT WASTE ITEMS” only pursuant to the certifications set
13 forth in Paragraph 4.0.a. or the procedures set forth in Paragraphs 4.0.a. and 4.0.b.

14 “BATTERY” or “BATTERIES” shall have the same definition set forth in Cal. Code of
15 Regulations, title 22, section 66273.9, except those items listed in section 66273.2(b)(1)(A).
16 BATTERIES may be removed from the category of “CONSENT JUDGMENT WASTE ITEMS”
17 only pursuant to the certifications set forth in Paragraph 4.0.a. or the procedures set forth in
18 Paragraphs 4.0.a. and 4.0.b.

19 “CERTIFIED UNIFIED PROGRAM AGENCY” or “CUPA” is an agency certified by the
20 California Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of the
21 California Health and Safety Code, and Title 27 of the California Code of Regulations, to
22 implement certain state environmental programs within the local agency’s jurisdiction.

23 “COMPANY” means the following legal entity or entities, including each entities’
24 respective corporate successors and assigns, conducting the wireline¹ business(es) and operations
25 in California from entry of this Final Judgment on Consent through the termination of its

26 ¹ For purposes of this Final Judgment on Consent, the term “wireline” shall have the
27 meaning assigned to it by the Federal Communications Commission’s Wireline Competition
28 Bureau, as referenced in the Communications Act of 1934, as amended. See 47 U.S.C. § 153(59)
(definition of “wire communication”).

1 injunctive provisions, including but not limited to, the telephone, internet and U-verse business
2 operations in California: Pacific Bell Telephone Company d/b/a AT&T California, AT&T Corp.,
3 and AT&T Services, Inc.

4 “CONSENT JUDGMENT WASTE ITEMS” shall mean the following items when they
5 have become WASTE: (i) HAZARDOUS WASTE AEROSOL CANS, UNIVERSAL WASTE
6 AEROSOL CANS, and AEROSOL CANS that are non-empty or damaged/non-functioning, as
7 defined in Health and Safety Code section 25201.16 and Cal. Code of Regulations, title 22,
8 Section 66261.7(m); (ii) BATTERIES; (iii) ELECTRONIC DEVICES; and (iv) OTHER
9 COVERED ITEMS. **Exhibit B** contains a list of items considered to be CONSENT
10 JUDGMENT WASTE ITEMS. Items that fall within the scope of categories listed in **Exhibit B**
11 (unless expressly excepted therein) may be removed from the category of “CONSENT
12 JUDGMENT WASTE ITEMS” provided those items do not exhibit a HAZARDOUS
13 CHARACTERISTIC, and only pursuant to the certifications set forth in Paragraph 4.0.a. or the
14 procedures set forth in Paragraphs 4.0.a. and 4.0.b.

15 “CONSENT JUDGMENT WASTE ITEMS MANAGEMENT SERVICES” means services
16 provided at the COMPANY’S COVERED FACILITIES to inspect for, sort, handle, or otherwise
17 manage CONSENT JUDGMENT WASTE ITEMS for purposes of ensuring such items are
18 placed in appropriate containers (e.g. battery pails) and not sent for disposal in municipal solid
19 waste (garbage) landfills or destined for non-HAZARDOUS WASTE recycling. CONSENT
20 JUDGMENT WASTE ITEMS MANAGEMENT SERVICES does not include services provided
21 by contractors or vendors that come to the COMPANY’S COVERED FACILITIES solely to
22 pick-up items for transportation, such as by collecting a roll-off bin and departing without
23 actively participating in the handling of CONSENT JUDGMENT WASTE ITEMS at the
24 COVERED FACILITIES.

25 “COVERED EMPLOYEES” means FIELD TECHNICIANS, as well as other COMPANY
26 employees whose job duties require the handling or MANAGEMENT of CONSENT
27 JUDGMENT WASTE ITEMS.
28

1 “COVERED FACILITY” or “COVERED FACILITIES” means (i) those COMPANY
2 facilities which are owned or operated by THE COMPANY and listed on the attached **Exhibit A**,
3 consisting of: (1) facilities that are solely Field Operations Centers; (2) Material Utilization
4 Centers; and (3) other operational facilities, such as Administrative or Central Offices, with
5 FIELD TECHNICIANS assigned and to which such technicians bring CONSENT JUDGMENT
6 WASTE ITEMS, unless there are no trash receptacles at such operational facility, the FIELD
7 TECHNICIANS do not have access to the trash receptacles at such operational facilities, or all
8 such CONSENT JUDGMENT WASTE ITEMS remain in the FIELD TECHNICIANS’ vehicles,
9 and in all instances all such CONSENT JUDGMENT WASTE ITEMS are PROMPTLY taken to
10 a separate COVERED FACILITY for proper disposition; and (ii) any facilities in the State of
11 California THE COMPANY owns or operates after entry of this Final Judgment on Consent,
12 which meet the definition of the foregoing subparagraph (i). Facilities which are no longer
13 owned or operated by the COMPANY, or which no longer meet the qualifying criteria for
14 COVERED FACILITIES, may be removed from the list of COVERED FACILITIES only
15 pursuant to the procedures set forth in Paragraph 4.0.c. below.

16 “DESTINATION FACILITY” shall have the definition as set forth in Cal. Code of
17 Regulations, title 22, section 66273.9.

18 “DTSC” means the California Department of Toxic Substances Control or its successor
19 agency.

20 “ELECTRONIC DEVICE” or “ELECTRONIC DEVICES,” for purposes of this Final
21 Judgment on Consent means the devices listed in Cal. Code of Regulations, title 22, section
22 66273.9, and shall also include, but not be limited to: remote controls, splitter filters,
23 transformers, power adapters, power supplies, network interface cards, remote terminals, field
24 testing equipment and other devices containing printed circuit boards, computer monitors,
25 computers, and computer peripherals, set-top boxes, and modems. ELECTRONIC DEVICES
26 may be removed from the category of “CONSENT JUDGMENT WASTE ITEMS” only pursuant
27 to the certifications set forth in Paragraph 4.0.a or the procedures set forth in Paragraphs 4.0.a.
28 and 4.0.b.

1 “EXEMPT COMPOST RECEPTACLES” shall mean bins, canisters, dumpsters, roll-off
2 boxes, and any other receptacles which are not located proximate to STAGING BINS and whose
3 contents are destined for transport to compost facilities.

4 “FIELD TECHNICIANS” means those COMPANY employees whose duties or
5 responsibilities include performing wireline service installations, connections, reconnections,
6 disconnections, maintenance, upgrades, or downgrades at COMPANY and/or customer premises,
7 including, but not limited to, those employees known as construction and engineering (“C&E”)
8 technicians, core installation and maintenance (“CIM”) technicians, or U-verse technicians
9 (except those technicians assigned solely to Central Offices and who do not bring CONSENT
10 JUDGMENT WASTE ITEMS from other locations to such offices).

11 “FINAL COURT DETERMINATION” shall mean a final California appellate court
12 decision from which no further appeal may be taken and which serves as binding judicial
13 precedent and shall also include the approval of the COMPANY’s request by the Superior Court
14 overseeing the implementation of this Final Judgment on Consent unless the State has timely
15 appealed such approval, in which case such determination will include only a final California
16 appellate court decision from which no further appeal may be taken and which serves as binding
17 judicial precedent.

18 “FOREIGN DESTINATION” shall have the same definition as set forth in Cal. Code of
19 Regulations, title 22, section 66273.9.

20 “HAZARDOUS WASTE” shall have the same definition as set forth in Health and Safety
21 Code section 25117 and Cal. Code of Regulations, title 22, section 66260.10 and includes
22 “extremely hazardous waste” as defined in Health and Safety Code section 25115.

23 “GENERATOR” shall have the same definition as set forth in Cal. Code of Regulations,
24 title 22, section 66260.10.

25 “HAZARDOUS” and “HAZARDOUS CHARACTERISTIC” shall have the same meaning
26 as set forth in Cal. Code of Regulations, title 22, section 66261.3 and sections 66261.20 through
27 66261.24.

1 “HAZARDOUS WASTE MANAGEMENT” and “MANAGEMENT” shall have the same
2 definition as set forth in California Health and Safety Code section 25117.2.

3 “OTHER COVERED ITEMS” shall mean the items listed on **Exhibit B** other than (i)
4 HAZARDOUS WASTE AEROSOL CANS, UNIVERSAL WASTE AEROSOL CANS, and
5 AEROSOL CANS that are non-empty or damaged/non-functioning, as defined in Health and
6 Safety Code section 25201.16 and Cal. Code of Regulations, title 22, Section 66261.7(m); (ii)
7 BATTERIES; and (iii) ELECTRONIC DEVICES. OTHER COVERED ITEMS may be removed
8 from the category of “CONSENT JUDGMENT WASTE ITEMS” only pursuant to the
9 certifications set forth in Paragraph 4.0.a. or the procedures set forth in Paragraphs 4.0.a and
10 4.0.b.

11 “PARTICIPATING AGENCY” means an agency as defined in Health and Safety Code
12 section 25501(h)(2).

13 “PROMPTLY” shall mean as soon as reasonably practicable.

14 “RECYCLING” shall have the same definition as set forth in Health and Safety Code
15 section 25121.1.

16 “REGULATED WASTE MANAGER” means the employees hired by the COMPANY as
17 described in Paragraph 4.1.s (vi) below.

18 “STAGING BINS” means the bins located at COVERED FACILITIES described in
19 Paragraph 4.1.s(ii) below.

20 “SCRAP METAL” shall have the same definition as set forth in Cal. Code of Regulations,
21 title 22, section 66273.9, including splitters and WASTE cable that is not otherwise excluded
22 from the definition of SCRAP METAL in section 66273.9.

23 “THIRD PARTY INSPECTION CONTRACTOR” shall mean the contractor, subcontractor
24 or other agents retained by the COMPANY to inspect, at each COVERED FACILITY, the
25 contents of STAGING BINS, remove any CONSENT JUDGMENT WASTE ITEMS placed into
26 such bins and place them into the proper UNIVERSAL WASTE or HAZARDOUS WASTE
27 containers, and transfer the remaining inspected trash into a locked TRASH RECEPTACLE.
28

1 “TRASH RECEPTACLES” shall mean trash bins, dumpsters, roll-off boxes, and any other
2 receptacles destined for pick-up by commercial municipal trash haulers for transport to municipal
3 landfills or other disposal areas but not including EXEMPT COMPOST RECEPTACLES, bins
4 utilized for telephone or utility poles, or receptacles managed by third party construction or
5 demolition contractors generating their own WASTE on COMPANY premises under conditions
6 preventing the COMPANY’s FIELD TECHNICIANS and other COMPANY employees from
7 utilizing such receptacles.

8 “UNIVERSAL WASTE” shall have the same definition as set forth in Cal. Code of
9 Regulations, title 22, sections 66261.9 and 66273.9.

10 “UNIVERSAL WASTE HANDLER” shall have the same definition as set forth in Cal.
11 Code of Regulations, title 22, section 66273.9.

12 “WASTE,” as used herein, shall have the same definitions set forth in Health and Safety
13 Code section 25124 or California Code of Regulations, title 22, section 66261.2.

14 **4. INJUNCTIVE RELIEF**

15 **4.0** Pursuant to the provisions of California Health and Safety Code sections 25181 and
16 25184, California Business and Professions Code section 17203, and Government Code sections
17 12607 and 12610, with respect to the COVERED FACILITIES, the COMPANY is permanently
18 enjoined to comply with the injunctive provisions in Paragraphs 4.0 and 4.1. Notwithstanding
19 any other provision in this Final Judgment on Consent, nothing in this Final Judgment on Consent
20 shall relieve the COMPANY from prospectively complying with all applicable minimum
21 standards set forth in Chapter 6.5 of Division 20 of the California Health and Safety Code and the
22 regulations in Title 22 of the California Code of Regulations promulgated under that chapter.

23 **4.0.a** For purposes of complying with injunctive provisions, the COMPANY
24 will manage those WASTE ELECTRONIC DEVICES listed in Cal. Code of Regulations, title 22,
25 section 66273.3(b)(3) through (b)(5) as HAZARDOUS WASTE, unless and until the
26 COMPANY has followed the procedures specified in Paragraph 4.0.b and has either obtained the
27 People’s consent or obtained a FINAL COURT DETERMINATION allowing the COMPANY to
28 remove items from the “CONSENT JUDGMENT WASTE ITEMS” category as herein defined.

1 For purposes of complying with the injunctive provisions, the COMPANY shall manage all other
2 CONSENT JUDGMENT WASTE ITEMS as either UNIVERSAL WASTE or HAZARDOUS
3 WASTE, as appropriate, unless and until the COMPANY has followed the procedures specified
4 in Paragraph 4.0.b and has either obtained the People’s consent or obtained a FINAL COURT
5 DETERMINATION allowing the COMPANY to remove items from the “CONSENT
6 JUDGMENT WASTE ITEMS” category as herein defined. Notwithstanding the prior sentences
7 and any other provision of this Final Judgment on Consent, the following items do not constitute
8 and need not be managed as CONSENT JUDGMENT WASTE ITEMS when discarded,
9 regardless of whether such items fall within the types or categories of items that are otherwise
10 within the definition of CONSENT JUDGMENT WASTE ITEMS: (i) any non-HAZARDOUS
11 electrical or electronic equipment item (including non-HAZARDOUS ELECTRONIC
12 DEVICES) acquired by the COMPANY that is accompanied by and complies with a third party’s
13 Declaration of Conformity with European Union (“EU”) Directive 2011/65/EU, as it has been or
14 may be amended or revised (or, for certain non-HAZARDOUS electrical equipment within the
15 scope of the EU Low Voltage Directive 2006/95/EC, accompanied by alternate documentation
16 approved by that directive); and (ii) any non-HAZARDOUS item acquired by the COMPANY
17 that conforms to California law and includes a certification that is the functional equivalent of the
18 EU Declaration of Conformity referenced above.

19 **4.0.b** At any time after one (1) year of the entry of this Final Judgment on
20 Consent, the COMPANY may make a HAZARDOUS determination, which will be reviewed and
21 approved by an Assistant Vice President of Environment, Health & Safety Management of AT&T
22 Services, Inc., based on either GENERATOR knowledge or analytical testing in accordance with
23 California Code of Regulations, title 22, section 66262.11, that a particular CONSENT
24 JUDGMENT WASTE ITEM or class of such items is not defined or characterized as
25 HAZARDOUS.

26 (i) For all CONSENT JUDGMENT WASTE ITEMS except for OTHER COVERED
27 ITEMS discussed in Paragraph 4.0.b(ii) below, if the COMPANY determines, on the basis of
28 GENERATOR knowledge or analytical testing as described above, that one or more CONSENT

1 JUDGMENT WASTE ITEMS (or categories of CONSENT JUDGMENT WASTE ITEMS) are
2 not required under California law to be managed as HAZARDOUS WASTE or UNIVERSAL
3 WASTE, the COMPANY will provide written notice and electronic notice via email to the People
4 of that determination, its basis, and all documentation (e.g. analytical testing report(s)) supporting
5 that determination. The COMPANY may only submit one notice every six (6) months and may
6 not submit an additional notice regarding additional CONSENT JUDGMENT WASTE ITEMS to
7 the People until six (6) months after such prior notice. If the People do not within sixty (60)
8 calendar days after receipt of such notice provide notice to the COMPANY of an objection or
9 concern about the COMPANY'S determination, the qualifying WASTE item that is appropriately
10 determined to be non-HAZARDOUS under California law shall no longer be included within the
11 term CONSENT JUDGMENT WASTE ITEMS for purposes of the specific injunctive
12 provisions. If the People do provide such timely notice, it will include the basis of the People's
13 objection or concern. The Parties will within thirty (30) calendar days thereafter meet to discuss
14 the COMPANY's determination and the People's concern or objection. If the Parties have not
15 reached agreement on the COMPANY's proposed removal of certain CONSENT JUDGMENT
16 WASTE ITEMS from this Final Judgment on Consent within this thirty (30) day period, and if
17 the COMPANY continues to seek such removal, the COMPANY will provide notice to the
18 People that it will trigger the five (5) business day meet-and-confer provision of Paragraph 15, as
19 the precursor to an application or motion to the Court to resolve the dispute under the provisions
20 of that paragraph.

21 (ii) For OTHER COVERED ITEMS, the COMPANY may make a determination, on the
22 basis of GENERATOR knowledge or analytical testing as described above, that one or more
23 OTHER COVERED ITEMS (or sub-categories of OTHER COVERED ITEMS) are not required
24 under California law to be managed as HAZARDOUS WASTE or UNIVERSAL WASTE. Upon
25 making such a determination, the qualifying WASTE item that is appropriately determined to be
26 non-HAZARDOUS under California law shall no longer be included within the terms OTHER
27 COVERED ITEMS or CONSENT JUDGMENT WASTE ITEMS for purposes of the specific
28 injunctive provisions. If the COMPANY makes such a determination, the COMPANY shall

1 annually provide written notice and electronic notice via email to the People of any
2 determinations made, the bases for such determinations, and all documentation (e.g. analytical
3 testing report(s)) supporting those determinations. The People may, within forty-five (45)
4 calendar days after receiving such notice, request to meet to discuss the COMPANY'S foregoing
5 determination and any People's concern or objection. Such meeting shall take place within thirty
6 (30) calendar days of the People's request. If, following such a meeting, the People continue to
7 have objections or concerns regarding the COMPANY'S determination, the People will provide
8 notice to the COMPANY that it will trigger the five (5) business day meet-and-confer provision
9 of Paragraph 15, as the precursor to an application or motion to the Court to resolve the dispute
10 under the provisions of that paragraph.

11 Except for the language pertaining to OTHER COVERED ITEMS in Paragraph 4.0.b(ii)
12 above, notwithstanding any other provision in this Final Judgment on Consent, no WASTE
13 item(s) shall be removed from the CONSENT JUDGMENT WASTE ITEM category unless and
14 until the COMPANY has obtained the consent of the People or has obtained a FINAL COURT
15 DETERMINATION in accordance with the procedures set forth herein.

16 **4.0.c** At any time after entry of this Final Judgment on Consent, and subject to
17 the qualifying criteria for COVERED FACILITIES as set forth in the above definition, the
18 COMPANY shall provide written and electronic notice to the People that the COMPANY no
19 longer owns or operates a particular COVERED FACILITY on **Exhibit A**, at which time such
20 facility will no longer be considered a COVERED FACILITY within this Final Judgment on
21 Consent. Concurrent with such notice, the COMPANY will provide a written certification to the
22 People certifying under penalty of perjury that the COMPANY has not left any HAZARDOUS
23 WASTE or UNIVERSAL WASTE at said COVERED FACILITY and that at the time that the
24 COMPANY was closing its operations at the COVERED FACILITY any such HAZARDOUS
25 WASTE and UNIVERSAL WASTE was lawfully disposed of or otherwise managed in
26 accordance with California law. The COMPANY shall also notify the People in writing and
27 identify any facility in California that becomes owned or operated by the COMPANY and which
28 is opened after entry of this Final Judgment on Consent and that meets the qualifying criteria for

1 COVERED FACILITIES. In addition, at any time after six (6) months following entry of this
2 Final Judgment on Consent, the COMPANY may provide written notice and electronic notice to
3 the People that a facility listed on **Exhibit A** no longer meets the qualifying criteria for
4 COVERED FACILITIES set forth in its definition above and request removal from **Exhibit A**.
5 Such notice will include a complete explanation of the COMPANY'S position. The process for
6 removal of such facility from **Exhibit A** will thereafter follow the procedures specified in
7 Paragraph 4.0.b. Once the COMPANY provides notice that a facility listed on **Exhibit A** no
8 longer meets the qualifying criteria, the COMPANY may only submit such notices and requests
9 once per calendar quarter. No COVERED FACILITY shall be removed from **Exhibit A** on the
10 basis that such facility no longer meets the qualifying criteria unless and until the COMPANY has
11 obtained the consent of the People or has obtained a FINAL COURT DETERMINATION in
12 accordance with the procedures set forth herein.

13 **4.0.d** Failure by the COMPANY to comply with the terms of this Final
14 Judgment on Consent may subject the COMPANY to sanctions, including but not limited, to
15 contempt and additional penalties under this Final Judgment on Consent, as well as any separate
16 enforcement action that may be brought.

17 **4.1. Specific Injunctive Provisions:**

18 **4.1.a.** The COMPANY shall not dispose, or cause the unlawful disposal at or
19 from COVERED FACILITIES, of CONSENT JUDGMENT WASTE ITEMS at a point not
20 authorized or permitted by DTSC in violation of Chapter 6.5 of Division 20 of the California
21 Health and Safety Code and Title 22 of the California Code of Regulations promulgated under
22 that chapter. The COMPANY shall also not dispose or cause the unlawful disposal of
23 CONSENT JUDGMENT WASTE ITEMS generated in the course and scope of employment by
24 FIELD TECHNICIANS going to or returning from COMPANY and/or customer premises at a
25 point not authorized or permitted by DTSC in violation of Chapter 6.5 of Division 20 of the
26 California Health and Safety Code and Title 22 of the California Code of Regulations
27 promulgated under that chapter. Unauthorized disposals, include, without limitation: (i) placing
28 into TRASH RECEPTACLES, trash cans, roll-off containers, bins, and dumpsters destined for

1 municipal solid waste (garbage) landfills or destined for non-HAZARDOUS WASTE recycling
2 centers; (ii) disposing onto the surface or subsurface of the ground at any unauthorized location;
3 and (iii) sending to a transfer station or landfill not authorized to receive HAZARDOUS WASTE
4 or UNIVERSAL WASTE.

5 **4.1.b.** For all CONSENT JUDGMENT WASTE ITEMS at COVERED
6 FACILITIES, the COMPANY shall, as appropriate, comply with either (i) all UNIVERSAL
7 WASTE shipment record requirements and annual reporting requirements of Cal. Code of
8 Regulations, title 22, sections 66273.39 and 66273.32 respectively, or (ii) the HAZARDOUS
9 WASTE biennial reporting requirements and waste determination recordkeeping requirements of
10 Cal. Code of Regulations, title 22, section 66262.40. For such CONSENT JUDGMENT WASTE
11 ITEMS, the COMPANY shall also retain all HAZARDOUS WASTE manifests and
12 UNIVERSAL WASTES bills of lading in accordance with California Code of Regulations, title
13 22, sections 66262.40, subdivision (a) and 66273.39, respectively. The COMPANY shall
14 maintain for each COVERED FACILITY a copy of such documents, and shall make them
15 available upon request by the People or any other state, federal, and local environmental
16 regulatory agency, including, but not limited to, DTSC, any CERTIFIED UNIFIED PROGRAM
17 AGENCY, or any PARTICIPATING AGENCY. The COMPANY is allowed to maintain the
18 documents referenced in this paragraph, as well as the documents referenced in Paragraphs 4.1.c
19 and 4.1.z, as electronic records at centralized locations not at COVERED FACILITIES if they are
20 readily retrievable by on-site personnel at COVERED FACILITIES upon request by the People
21 or any other state, federal, and local environmental regulatory agency, including, but not limited
22 to, DTSC, any CERTIFIED UNIFIED PROGRAM AGENCY, or any PARTICIPATING
23 AGENCY.

24 **4.1.c.** The COMPANY will comply with its obligation as the GENERATOR of
25 UNIVERSAL WASTE or HAZARDOUS WASTE at or from COVERED FACILITIES to
26 PROMPTLY determine if WASTES are HAZARDOUS pursuant to California Code of
27 Regulations, title 22, sections 66262.11 and 66260.200(c). The COMPANY shall maintain on-
28 site (or have available electronically), at each COVERED FACILITY: a copy of each

1 COVERED FACILITY's most recent universal waste annual report required by California Code
2 of Regulations, title 22, section 66273.32; a copy of each COVERED FACILITY's most recent
3 biennial hazardous waste report; and (if not specified therein) a list by general categories/type
4 (e.g., "BATTERIES", "ELECTRONIC DEVICES", "AEROSOL CANS", and/or "OTHER
5 COVERED ITEMS") of all HAZARDOUS CONSENT JUDGMENT WASTE ITEMS handled
6 in the prior year at such COVERED FACILITY. THE COMPANY shall make the foregoing list
7 of general categories/types of HAZARDOUS CONSENT JUDGMENT WASTE ITEMS
8 available upon request by the People or any other state, federal, and local environmental
9 regulatory agency, including, but not limited to, DTSC, any CERTIFIED UNIFIED PROGRAM
10 AGENCY, or any PARTICIPATING AGENCY.

11 **4.1.d.** The COMPANY shall not transport, or cause to be transported, any
12 CONSENT JUDGMENT WASTE ITEMS to, between, or from COVERED FACILITIES, unless
13 (i) the transporter is properly licensed and registered to do so, as required by Health and Safety
14 Code section 25163, or (ii) such CONSENT JUDGMENT WASTE ITEMS are properly
15 transported as UNIVERSAL WASTES in accordance with California Code of Regulations, title
16 22, sections 66273.51 and 66273.52. Subject to the requirements set forth in California Code of
17 Regulations, title 22, sections 66266.80 and 66266.81, nothing in this paragraph or otherwise in
18 this Final Judgment on Consent shall prohibit FIELD TECHNICIANS from transporting
19 CONSENT JUDGMENT WASTE ITEMS from customer premises, or from COMPANY leased
20 or owned premises where they perform service (such as remote terminals, cross-connect boxes,
21 and vaults), to the COMPANY's COVERED FACILITIES for proper disposition in accordance
22 with the terms of this Final Judgment on Consent.

23 **4.1.e.** The COMPANY shall not transport, or cause to be transported, any
24 CONSENT JUDGMENT WASTE ITEMS from COVERED FACILITIES to a point not
25 authorized or permitted by DTSC in violation of Chapter 6.5 of Division 20 of the California
26 Health and Safety Code and Title 22 of the California Code of Regulations promulgated under
27 that chapter. Subject to the requirements set forth in California Code of Regulations, title 22,
28 sections 66266.80 and 66266.81, nothing in this paragraph or otherwise in this Final Judgment on

1 Consent shall prohibit FIELD TECHNICIANS from transporting CONSENT JUDGMENT
2 WASTE ITEMS from customer premises, or from COMPANY leased or owned premises where
3 they perform service (such as remote terminals, cross-connect boxes, and vaults), to the
4 COMPANY's COVERED FACILITIES for proper disposition in accordance with the terms of
5 this Final Judgment on Consent.

6 **4.1.f.** Except as otherwise provided for UNIVERSAL WASTES in California
7 Code of Regulations, title 22, division 4.5, chapter 23, section 66273.35 (one year accumulation
8 time limit) and section 66273.39 (tracking UNIVERSAL WASTE shipments), the COMPANY
9 shall (i) lawfully and timely dispose of each accumulated CONSENT JUDGMENT WASTE
10 ITEM from any COVERED FACILITY within ninety (90) calendar days of its accumulation start
11 date, and (ii) shall timely cause to be prepared and filed a HAZARDOUS WASTE manifest with
12 DTSC for such items that are transported, or submitted for transportation, for offsite handling,
13 treatment, storage, disposal, or any combination thereof, as provided by Health and Safety Code
14 section 25160(b)(3) and California Code of Regulations, title 22, section 66262.23, or timely
15 notify DTSC of the treatment, storage, or disposal facility's failure to return an executed manifest.
16 Notwithstanding the requirements of this paragraph, the COMPANY may lawfully accumulate
17 CONSENT JUDGMENT WASTE ITEMS for such longer periods of time allowed under
18 California law for "satellite accumulation," in accordance with Cal. Code of Regulations, title 22,
19 section 66262.34(e), or for accumulation at COVERED FACILITIES that generate less than
20 1,000 kg per month of HAZARDOUS WASTES.

21 **4.1.g.** Within 60 calendar days from the date of entry of the Final Judgment on
22 Consent, the COMPANY shall provide the People written documentation that the COMPANY
23 has complied with the requirements that TRASH RECEPTACLES at COMPANY facilities on
24 the list of 270 facilities provided to the People on March 29, 2012, were inspected and that all
25 CONSENT JUDGMENT WASTE ITEMS were removed and properly managed by submitting a
26 declaration signed under penalty of perjury by a responsible corporate officer of the COMPANY
27 in the form of the declaration attached as **Exhibit C**.

1 **4.1.h.** The COMPANY shall maintain a program applicable to COVERED
2 FACILITIES for the segregation of any CONSENT JUDGMENT WASTE ITEMS that are
3 incompatible with each other, for the proper management of any such items that are in leaking
4 containers, and for the proper storage of such items that are non-empty, damaged/non functioning
5 AEROSOL CANS, as provided by Health and Safety Code sections 25123.3 and 25201.16, and
6 California Code of Regulations, title 22, sections 66262.34, 66265.171, 66265.172, 66265.173,
7 66265.174, 66265.176, 66265.177, 66273.33, 66273.33.5, and 66273.35.

8 **4.1.i** For each COVERED FACILITY, the COMPANY shall comply with the
9 most stringent reporting, accumulation period, and recordkeeping requirements applicable to the
10 largest quantity HAZARDOUS WASTE and UNIVERSAL WASTE handlers/GENERATORS
11 set forth in Chapter 6.5 of Division 20 of the California Health and Safety Code and Title 22 of
12 the California Code of Regulations promulgated under that chapter, unless: (i) a COVERED
13 FACILITY qualifies to operate under less stringent requirements applicable to smaller quantity
14 GENERATORS under California law; and (ii) the COMPANY provides prior written notice to
15 the People that the COMPANY has determined that the subject COVERED FACILITY qualifies
16 to operate under less stringent requirements applicable to smaller quantity GENERATORS under
17 California law and provides a substantiation of that determination to the People.

18 **4.1.j.** For each COVERED FACILITY at which the COMPANY is a
19 UNIVERSAL WASTE HANDLER, the COMPANY shall comply with the UNIVERSAL
20 WASTE HANDLER notification requirements set forth in California Code of Regulations, title
21 22, section 66273.32, and shall provide copies of the notices required by California law to the
22 People.

23 **4.1.k.** The COMPANY shall be prohibited from sending, transporting,
24 relinquishing, transferring, surrendering, or otherwise taking CONSENT JUDGMENT WASTE
25 ITEMS from COVERED FACILITIES being managed as UNIVERSAL WASTE to a place other
26 than another UNIVERSAL WASTE HANDLER, a DESTINATION FACILITY, or a FOREIGN
27 DESTINATION, and shall comply with the requirements contained in California Code of
28 Regulations, title 22, sections 66273.38 and 66273.39 regarding shipments of CONSENT

1 JUDGMENT WASTE ITEMS managed as UNIVERSAL WASTE, and with California Code of
2 Regulations, title 22, section 66273.40.

3 **4.1.l.** For all CONSENT JUDGMENT WASTE ITEMS at COVERED
4 FACILITIES that are managed as UNIVERSAL WASTES (including OTHER COVERED
5 ITEMS and ELECTRONIC DEVICES that meet the definition of WASTE in Health and Safety
6 Code section 25124), the COMPANY shall comply with the labeling/marketing requirements of
7 Cal. Code of Regulations, title 22, section 66273.34. In addition, at each COVERED FACILITY
8 area in which CONSENT JUDGMENT WASTE ITEMS are accumulated or stored, the
9 COMPANY shall provide signage that contains representative pictures or graphic images of the
10 kinds of CONSENT JUDGMENT WASTE ITEMS that are being accumulated there as
11 UNIVERSAL WASTES. The COMPANY shall also provide signage with representative
12 pictures or graphics on or adjacent to the TRASH RECEPTACLES, to remind the COMPANY
13 employees of the general kinds of CONSENT JUDGMENT WASTE ITEMS that should not be
14 disposed of as ordinary trash.

15 **4.1.m.** For any CONSENT JUDGMENT WASTE ITEMS that are exported by
16 the COMPANY from COVERED FACILITIES as UNIVERSAL WASTES to a FOREIGN
17 DESTINATION, the COMPANY shall ensure that such exports comply with the export
18 requirements of Cal. Code of Regulations, title 22, section 66273.40.

19 **4.1.n.** Notwithstanding any other provision of this Final Judgment on Consent
20 and subject to the succeeding sentence in this paragraph, for the following CONSENT
21 JUDGMENT WASTE ITEMS at or from COVERED FACILITIES, the COMPANY shall either
22 RECYCLE, or manage in accordance with applicable HAZARDOUS WASTE or UNIVERSAL
23 WASTE statutes and regulations, as appropriate: (a) all WASTE SCRAP METAL that meets the
24 definition of a RCRA HAZARDOUS WASTE, as defined in California Health & Safety Code
25 section 25120.2 (“RCRA SCRAP METAL”); (b) all RCRA HAZARDOUS and Non-RCRA
26 HAZARDOUS WASTE SCRAP METAL containing a printed circuit board; and (c) all RCRA
27 HAZARDOUS and Non-RCRA HAZARDOUS WASTE printed circuit boards, except those
28 printed circuit boards removed from UNIVERSAL WASTE ELECTRONIC DEVICES and that

1 are subject to MANAGEMENT as HAZARDOUS WASTE as set forth in the SCRAP METAL
2 definition contained in Cal. Code of Regulations, title 22, section 66273.9, subdivisions (a)(4) and
3 (b)(7). Nothing in this paragraph or any provision of this Final Judgment on Consent precludes
4 the COMPANY from: (i) RECYCLING in accordance with California law any item other than
5 those listed in the preceding sentence; and (ii) removing any item from the category of
6 CONSENT JUDGMENT WASTE ITEMS by following the procedures set forth in Paragraphs
7 4.0.a and 4.0.b or obtaining the certifications specified in Paragraph 4.0.a.

8 **4.1.o.** The COMPANY shall manage at the COVERED FACILITIES discarded
9 or no longer usable non-empty AEROSOL CANS as UNIVERSAL WASTE AEROSOL CANS
10 or as HAZARDOUS WASTE AEROSOL CANS in accordance with the requirements of Health
11 and Safety Code section 25201.16, unless and until the COMPANY obtains the certifications
12 specified in Paragraph 4.0.a or follows the procedures specified in Paragraphs 4.0.a. and 4.0.b to
13 obtain a determination that a particular AEROSOL CAN or type of AEROSOL CAN, with its
14 specific contents, is not defined or characterized as HAZARDOUS. This includes, without
15 limitation, “non-empty,” as defined in California Code of Regulations, title 22, section 66261.7,
16 AEROSOL CANS without actuators that are discarded or no longer usable.

17 **4.1.p.** The COMPANY shall manage at the COVERED FACILITIES discarded
18 or no longer usable BATTERIES as either HAZARDOUS WASTE or as UNIVERSAL WASTE,
19 as appropriate, for purposes of complying with the injunctive requirements of this Final Judgment
20 on Consent, unless and until the COMPANY obtains the certifications specified in Paragraph
21 4.0.a or follows the procedures specified in Paragraphs 4.0.a and 4.0.b to obtain a determination
22 that a particular BATTERY or type of BATTERIES is not defined or characterized as
23 HAZARDOUS.

24 **4.1.q.** With regard to: (a) FIELD TECHNICIANS, (b) COVERED
25 EMPLOYEES that retrieve CONSENT JUDGMENT WASTE ITEMS from FIELD
26 TECHNICIANS for transportation to COVERED FACILITIES, and (c) COVERED
27 EMPLOYEES at COVERED FACILITIES, (collectively, for purposes of this paragraph only,
28 “COVERED EMPLOYEES”):

1 (i.) For each COVERED EMPLOYEE, the COMPANY shall comply with employee
2 training obligations as set forth in California Code of Regulations, title 22, section 66265.16,
3 pertaining to MANAGEMENT of HAZARDOUS WASTE, and as set forth in California Code of
4 Regulations, title 22, section 66273.36, pertaining to MANAGEMENT of UNIVERSAL
5 WASTE, including, but not limited to, the requirements to maintain HAZARDOUS WASTE
6 training records for current personnel until closure of the COVERED FACILITY, HAZARDOUS
7 WASTE training records for former employees for at least three (3) years from the date the
8 employee last worked at any COVERED FACILITY, and UNIVERSAL WASTE training
9 records for at least three (3) years from the date the employee last managed any UNIVERSAL
10 WASTE at any COVERED FACILITY, as applicable. The requirement at California Code of
11 Regulations, title 22, sections 66265.16(d) and 66273.36(d) to maintain any such records may be
12 satisfied by maintaining such records in a centralized electronic system from which employees at
13 the COVERED FACILITY can download and print such records.

14 (ii.) The COMPANY shall provide training to COVERED EMPLOYEES as follows:
15 (a) for COVERED EMPLOYEES employed as of the date of entry of this Final Judgment on
16 Consent and who are still employed with the COMPANY at the time of training, the COMPANY
17 shall provide annual training in accordance with the requirements of California Code of
18 Regulations, title 22, sections 66265.16 and 66273.36; (b) for COVERED EMPLOYEES who
19 become employed with the COMPANY after the date of entry of this Final Judgment on Consent,
20 the COMPANY shall provide training in accordance with the requirements of California Code of
21 Regulations, title 22, sections 66265.16 and 66273.36 within thirty (30) calendar days after
22 commencing such employment; and (c) for all COVERED EMPLOYEES, the COMPANY shall
23 provide “Mandatory Annual Waste Training” annually (at least once per year). The “Mandatory
24 Annual Waste Training” shall be provided either in-person or through an interactive on-line
25 course or courses and shall be documented to sufficiently identify: the training topics covered,
26 the date and duration of training, and the names of the COVERED EMPLOYEES who attended
27 the training. The Mandatory Annual Waste Training shall review the content of the training
28

1 provided as required by California Code of Regulations, title 22, sections 66265.16 and
2 662673.36, and shall, in addition, include the following:

3 (1) With respect to each type of CONSENT JUDGMENT WASTE ITEMS (e.g.,
4 “ELECTRONIC DEVICES,” “OTHER COVERED ITEMS,” “BATTERIES,” etc.), the
5 COMPANY shall identify and clearly explain to COVERED EMPLOYEES which specific items
6 are to be included within each category. To aid COVERED EMPLOYEES in properly
7 identifying the items that are included in each category, the COMPANY shall use pictorial
8 images or graphics that accurately depict the specific types of items for each category;

9 (2) The COMPANY shall instruct COVERED EMPLOYEES not to dispose of any of
10 the items included in item (1), above: into TRASH RECEPTACLES, trash cans, roll-off
11 containers, bins, or dumpsters destined for municipal solid waste (garbage) landfills; to a
12 recycling center not authorized to accept UNIVERSAL WASTE or HAZARDOUS WASTE, as
13 appropriate; onto the surface or subsurface of the ground at any unauthorized location; or to a
14 transfer station or landfill not authorized to receive UNIVERSAL WASTE or HAZARDOUS
15 WASTE, as appropriate. The COMPANY shall also instruct COVERED EMPLOYEES that it is
16 illegal to dispose of any of the items included in item (1), above, and that employees must
17 immediately report any illegal disposals of those items to the REGULATED WASTE
18 MANAGER that has been designated for each COVERED FACILITY or, for COVERED
19 EMPLOYEES not at a COVERED FACILITY, to an appropriate COMPANY manager; and

20 (3) For each specific type of item that is included within each category specified in
21 item (1), the COMPANY shall provide instruction to each COVERED EMPLOYEE necessary
22 for that employee to properly manage each item as HAZARDOUS WASTE or UNIVERSAL
23 WASTE (including, but not limited to, handling, labeling, accumulating, storing, transferring,
24 transporting, and lawful disposition, to the extent such functions may be exercised by the
25 employee).

26 (iii.) The COMPANY shall ensure that each COVERED EMPLOYEE who has not
27 completed the training required by this Paragraph 4.1.q. as of the certification date specified in
28 Paragraph 4.1.q(v) immediately ceases the handling and MANAGEMENT of CONSENT

1 JUDGMENT WASTE ITEMS, until such time that compliance with California Code of
2 Regulation, title 22, sections 66265.16 and 66273.36 is achieved for that COVERED
3 EMPLOYEE. In addition, the COMPANY shall maintain an employee training plan applicable
4 to all COVERED EMPLOYEES to enhance employee awareness of any regulatory or statutory
5 changes in environmental compliance requirements, including, but not limited to, changes in
6 Chapter 6.5 of Division 20 of the Health and Safety Code, or the corresponding California Code
7 of Regulations, relevant to that COVERED EMPLOYEE's job functions, conveniently available
8 to the employee at the COVERED FACILITY or through a centralized electronic system.

9 (iv.) The COMPANY shall contractually require each THIRD PARTY INSPECTION
10 CONTRACTOR and other existing contractors, subcontractors, and other agents that provide
11 CONSENT JUDGMENT WASTE ITEMS MANAGEMENT SERVICES at the COMPANY's
12 COVERED FACILITIES to provide, within ninety (90) calendar days before or after the date of
13 entry of this Final Judgment on Consent, and then annually, to any of their employees who use,
14 handle, or otherwise manage CONSENT JUDGMENT WASTE ITEMS at any COVERED
15 FACILITY, "Mandatory Annual Waste Training" equivalent to that specified for COVERED
16 EMPLOYEES at 4.1.q(ii). For any THIRD PARTY INSPECTION CONTRACTORS, and other
17 contractors, subcontractors, and other agents that provide CONSENT JUDGMENT WASTE
18 ITEMS MANAGEMENT SERVICES at the COMPANY's COVERED FACILITIES and who
19 are first engaged or retained after the date of entry of this Final Judgment on Consent, the
20 COMPANY shall contractually require that those same training requirements be satisfied within
21 thirty (30) calendar days after engagement or retention, and then annually, for any of their
22 employees who use, handle, or otherwise manage CONSENT JUDGMENT WASTE ITEMS at
23 any COVERED FACILITY. The COMPANY shall make available to all THIRD PARTY
24 INSPECTION CONTRACTORS and other contractors, subcontractors, and other agents training
25 materials developed for the COMPANY's own employees, to facilitate such other parties
26 providing appropriate training to their own employees. The COMPANY shall take reasonable
27 steps to monitor and confirm that such contractors, subcontractors, and other agents remain in
28

1 compliance with the training requirements defined herein, including requiring such other parties
2 to regularly report to the COMPANY the status of its compliance with such requirements.

3 (v.) Within fourteen (14) calendar days after entry of this Final Judgment on Consent, the
4 COMPANY shall provide the People written documentation that the COMPANY complied with
5 the training requirements of Paragraph 4.1.q(i)-(ii) by April 30, 2014, by submitting a declaration
6 signed under penalty of perjury by a responsible COMPANY corporate officer or each
7 appropriate REGULATED WASTE MANAGER in the form of the declaration attached as

8 **Exhibit D.**

9 (vi.) For purposes of this paragraph 4.1.q only, the term COVERED EMPLOYEES does
10 not include employees who are exempted from training requirements pursuant to California Code
11 of Regulations, title 22, section 66273.36(a). FIELD TECHNICIANS shall not fall within the
12 exemption contained in California Code of Regulations, title 22, section 66273.36(a).

13 **4.1.r.** The COMPANY shall immediately contain all releases to the environment
14 of CONSENT JUDGMENT WASTE ITEMS and their residues at and/or from COVERED
15 FACILITIES, as required by California Code of Regulations, title 22, section 66273.37.

16 **4.1.s.** For each COVERED FACILITY, the COMPANY shall, within thirty
17 (30) calendar days after entry of this Final Judgment on Consent, implement the following system
18 of inspection of its trash destined for municipal landfills:

19 (i.) TRASH RECEPTACLES shall be kept secured against the unauthorized addition of
20 WASTE with a locked lid or other exclusion device. Persons with the ability to unlock the
21 security mechanism will be limited to: (a) the THIRD PARTY INSPECTION CONTRACTORS;
22 (b) the commercial municipal trash haulers responsible for emptying the TRASH
23 RECEPTACLES; (c) COMPANY Building Specialists/Building Technicians (including non-
24 payroll workers who receive the same training utilizing the same training materials addressing
25 management of CONSENT JUDGMENT WASTE ITEMS and perform the same duties as the
26 COMPANY Building Specialists/Building Technicians); (d) the COMPANY REGULATED
27 WASTE MANAGERS; (e) COMPANY Property Managers (including non-payroll workers who
28 receive the same training utilizing the same training materials addressing management of

1 CONSENT JUDGMENT WASTE ITEMS and perform the same duties as the COMPANY
2 Property Managers); and (f) COMPANY Environmental Site Managers. No items shall be placed
3 into the TRASH RECEPTACLES without first being placed into the STAGING BINS and
4 passing inspection pursuant to Paragraph 4.1.s.(iii) below.

5 (ii.) COVERED EMPLOYEES shall be instructed to place CONSENT JUDGMENT
6 WASTE ITEMS only into the labeled, designated containers for BATTERIES, AEROSOL
7 CANS, ELECTRONIC DEVICES, and OTHER COVERED ITEMS, each of which shall be
8 managed by the COMPANY as UNIVERSAL WASTE or HAZARDOUS WASTE, as
9 appropriate. In addition, the COVERED EMPLOYEES (or other staff who collect or move non-
10 regulated trash from inside a COVERED FACILITY to another location at the COVERED
11 FACILITY for disposal, such as the janitorial staff or janitorial contractors) will also be instructed
12 to place into the STAGING BINS only non-regulated trash (non-CONSENT JUDGMENT
13 WASTE ITEMS). The STAGING BINS will be labeled either as “Non-Regulated Trash” or to
14 indicate the specific type of non-regulated materials to be placed in each (e.g. “Cardboard Only”),
15 with graphics/signage in accordance with Paragraph 4.1.l. to remind employees of the general
16 kinds of CONSENT JUDGMENT WASTE ITEMS that should not be disposed of in the
17 STAGING BINS. The STAGING BINS shall have liquid-tight sides and bottoms, and, if open-
18 topped and outside of a building, will be kept under a canopy or other roof as necessary to keep
19 out precipitation.

20 (iii.) A THIRD PARTY INSPECTION CONTRACTOR will inspect the entire contents of
21 each STAGING BIN, remove any CONSENT JUDGMENT WASTE ITEMS placed into the bin
22 and place them into the proper UNIVERSAL WASTE or HAZARDOUS WASTE containers, and
23 transfer the remaining inspected trash into a locked TRASH RECEPTACLE. The THIRD
24 PARTY INSPECTION CONTRACTOR will generally conduct inspections according to the
25 minimum frequency inspection schedule for COVERED FACILITIES indicated on the attached
26 **Exhibit A.** STAGING BINS at COVERED FACILITIES that the COMPANY own or operates
27 in California after entry of this Final Judgment on Consent shall be inspected in the same manner
28 as provided herein and in the same frequency as other COVERED FACILITIES identified in

1 **Exhibit A** which have a similar technician headcount, trash generation rate, and trash pickup
2 frequency. At any time after six (6) months after entry of this Final Judgment on Consent, the
3 COMPANY may provide notice and a justification, based on operational or staffing changes that
4 have reduced the volume of waste generated, for adjusting the minimum inspection frequency at
5 one or more specified COVERED FACILITIES to the People. The COMPANY may submit only
6 one such notice every six (6) months and may not submit an additional notice until six (6) months
7 after such prior notice. Notwithstanding the prior sentence, the COMPANY may provide notice
8 and the justification for adjusting the minimum inspection frequency for COVERED
9 FACILITIES that no longer have any FIELD TECHNICIANS assigned at any time. If the People
10 do not agree with a requested adjustment, the People shall notify the COMPANY, and if the
11 Parties cannot reach agreement, the COMPANY (if it chooses to pursue the request) shall provide
12 notice to the People that it will trigger the five (5) business day meet-and-confer provision of
13 Paragraph 15, as the precursor to an application or motion to the Court to resolve the dispute
14 under the provisions of that paragraph. If the People do not provide notice of such objection
15 within thirty (30) calendar days of receiving the COMPANY's notice and justification for
16 adjusting the minimum inspection frequency, the COMPANY may implement the adjustment
17 identified in its notice, but subject to the State's subsequent written objection to such adjustment
18 (in which case the COMPANY will return to the inspection frequency prior to the adjustment,
19 and may trigger the meet-and-confer provision of Paragraph 15). The COMPANY shall not
20 implement the adjustment identified in its notice within thirty (30) calendar days of submitting
21 the notice unless the People have given consent.

22 (iv.) The COMPANY will, by contract with the employers of the THIRD PARTY
23 INSPECTION CONTRACTORS, provide that they are to be trained by the employer regarding
24 the requirements of this Final Judgment on Consent as it pertains to CONSENT JUDGMENT
25 WASTE ITEMS. The COMPANY shall provide the employer with relevant training materials
26 for this inspection process and with photographs illustrating the relevant CONSENT
27 JUDGMENT WASTE ITEMS. The COMPANY shall also require the employer to comply with
28 the training requirements of Paragraph 4.1.q.(iv).

1 (v.) The COMPANY or its qualified HAZARDOUS WASTE MANAGEMENT consultant
2 will, beginning on January 1, 2015, inspect, in accordance with the frequency specified on
3 **Exhibit E** and on an unannounced basis, the contents of all or some portion of the TRASH
4 RECEPTACLES at each COVERED FACILITY to verify that the THIRD PARTY
5 INSPECTION CONTRACTORS are completing their tasks in a satisfactory manner. TRASH
6 RECEPTACLES at COVERED FACILITIES that the COMPANY own or operates in California
7 after entry of this Final Judgment on Consent shall be inspected in the same manner as provided
8 herein and in the same frequency (twice or four times per year) as other COVERED FACILITIES
9 identified in **Exhibit E** which have a similar technician headcount, trash generation rate, and trash
10 pickup frequency. After one (1) year following entry of this Final Judgment on Consent, the
11 COMPANY may request that the frequency of the inspections at any particular COVERED
12 FACILITY or COVERED FACILITIES, specified on **Exhibit E** pursuant to the foregoing
13 sentences, be reduced based on the favorable results of the prior year's inspections conducted
14 pursuant to this paragraph, as well as other relevant criteria, including the number of FIELD
15 TECHNICIANS assigned and the results of any audits or internal investigations pertaining to
16 waste management at any particular COVERED FACILITY. The People, in their sole and
17 absolute discretion, shall grant or deny the COMPANY's request to reduce the frequency of
18 inspections and such decision is not subject to the dispute resolution procedures of Paragraph 15.
19 If, following a reduction in the frequency of inspections at a COVERED FACILITY or for a
20 COVERED FACILITY that, pursuant to the schedule on **Exhibit E** is only required to be
21 inspected twice per year, an inspection results in significant deviations, inspections will revert at
22 that COVERED FACILITY to a four times per year schedule, at the People's request. The
23 COMPANY shall utilize the protocol included as **Exhibit F** to conduct the unannounced
24 inspections. Any deviations from the requirements of this paragraph and paragraphs 4.1.1 and
25 4.1.u will be recorded in writing, preserved, and maintained for the duration of this Final
26 Judgment on Consent, and provided to the People upon request. Such deviations will be
27 PROMPTLY and properly corrected and documented.

1 (vi.) The COMPANY shall employ and dedicate no fewer than twelve (12) full-time first
2 level managers (hereinafter “REGULATED WASTE MANAGERS”) and two (2) full-time
3 second level/area managers (to supervise the REGULATED WASTE MANAGERS) in
4 California. The sole function of the first level and second level managers will be to oversee the
5 MANAGEMENT of CONSENT JUDGMENT WASTE ITEMS (and, to the extent of their
6 availability after overseeing the management of CONSENT JUDGMENT WASTE ITEMS, other
7 WASTE items) at all COVERED FACILITIES.

8 **4.1.t.** The COMPANY shall conduct independent third party audits to evaluate
9 the COMPANY’S compliance with the requirements of this Final Judgment on Consent, as
10 follows:

11 (i.) Within ninety (90) calendar days of the entry of this Final Judgment on Consent, the
12 COMPANY shall retain the services of an independent third-party auditor (“Auditor”) to be
13 selected by the COMPANY and subject to reasonable approval by the People. The
14 COMPANY’S proposed Auditor will become the selected Auditor unless the People raise
15 reasonable concerns in writing about the proposed Auditor within fourteen (14) calendar days
16 after the COMPANY submits to the People, in writing and electronically via e-mail, the name of
17 its proposed auditor. Any disputes about the identity of the proposed Auditor will be resolved by
18 the Court pursuant to Paragraph 15 herein if the Parties are unable to reach agreement. If the
19 Auditor performing the eighteen (18) month audit (as described below) becomes unavailable to
20 perform one or both of the subsequent audits, the COMPANY will propose an alternate Auditor
21 following the procedure of the preceding sentence.

22 (ii.) The Auditor will perform three (3) independent audits – one within eighteen (18)
23 months, one within thirty-six (36) months and one within fifty-four (54) months after entry of this
24 Final Judgment on Consent. All three audits shall include facility-specific field audits of certain
25 COVERED FACILITIES as follows: The eighteen (18) month audit shall include facility-
26 specific field audits at sixty (60) of the COVERED FACILITIES; the thirty-six (36) month audit
27 shall include facility-specific field audits at thirty (30) of the COVERED FACILITIES and the
28 fifty-four (54) month audit shall include facility-specific field audits at fifty (50) of the

1 COVERED FACILITIES. The COVERED FACILITIES to be field audited will include for each
2 audit all Material Utilization Centers (aka “MUCs”) located in California and the remaining
3 facilities shall be selected at random and with input as requested by the People. The field audits
4 will be conducted without advance notice to the affected COVERED FACILITY, except to the
5 extent deemed necessary by the Auditor to ensure the presence of persons desired for interviews.
6 In addition, the eighteen (18) month audit and the fifty-four (54) month audit shall include a
7 programmatic review of the COMPANY’S corporate management program in place for ensuring
8 compliance with the requirements of this Final Judgment on Consent.

9 (iii.) Notwithstanding the requirements of the prior paragraph, in their sole and absolute
10 discretion and based on the results of the eighteen (18) month audit, any CUPA inspections,
11 recommendations of the Auditor, and all other relevant information, the People may notify the
12 COMPANY that it may either perform: (1) the thirty (30) facility-specific audits specified above
13 for the thirty-six (36) month audit, or (2) a reduced number (or none) of facility-specific field
14 audits for the thirty-six (36) month audit, as specified by the People, but on condition that the
15 COMPANY also provide any or all of the following information, as requested by the People: A
16 detailed review of key compliance documentation at a central location for up to 100 percent of
17 COVERED FACILITIES, including (a) the existence of UNIVERSAL WASTE identification
18 numbers for each COVERED FACILITY; (b) the submission of required annual reports for each
19 COVERED FACILITY; (c) the completeness and timeliness of training records for all FIELD
20 TECHNICIANS and REGULATED WASTE MANAGERS at each COVERED FACILITY; (d)
21 the completeness and timeliness of training records maintained by the COMPANY’S THIRD
22 PARTY INSPECTION CONTRACTORS; (e) the results of the most recent unannounced
23 inspections conducted pursuant to Paragraph 4.1.s(v); (f) the results of any government
24 inspections performed in the previous twelve (12) months at each COVERED FACILITY; and
25 (g) the results of the most recent COMPANY internal field compliance inspections, together with
26 telephone interviews with appropriate COMPANY and contractor inspection employees, a review
27 of the COMPANY performance trends report for the previous eighteen (18) months, and any
28 changes to the COMPANY’S overall compliance management program. If the People decide to

1 provide the COMPANY such an alternative, the COMPANY will notify the People in writing
2 within five (5) business days thereafter whether it will implement the thirty (30) facility-specific
3 field audits or the offered alternative.

4 (iv.) All three audits shall be conducted pursuant to an agreed-upon Audit Protocol that is
5 developed by the selected Auditor and provided to the People for review, comment, and approval.
6 The People may provide any comment to the Auditor and the COMPANY within forty-five (45)
7 calendar days of receiving the proposed Audit Protocol. The Auditor shall incorporate any
8 reasonable comments by the People into a revised Audit Protocol, except if the COMPANY
9 disagrees with any of the comments, it may engage in good faith discussions with the People to
10 resolve the issue. The agreed-upon Audit Protocol will specify the required date of submission of
11 the written reports of the audits conducted at the intervals specified below. Any disputes about
12 the content of the Audit Protocol will be resolved by the Court pursuant to Paragraph 15 herein if
13 the Parties are unable to reach agreement.

14 (v.) The Auditor shall prepare an audit report for each audit and submit the audit reports to
15 the COMPANY, with a copy to the People, in accordance with the time frames specified in the
16 final Audit Protocol but in no event later than ninety (90) calendar days after the completion of
17 the facility-specific field audits. The three (3) audit reports referenced above shall include, but
18 not be limited to, a complete description and discussion of all environmental audit objectives,
19 scope, and criteria, activities, findings, conclusions, and recommendations, and the reports shall
20 identify and discuss all evidence considered or relied upon to support the audit conclusions. Such
21 reports shall also include, but not be limited to, an evaluation of departures at the COVERED
22 FACILITIES from the injunctive provisions of this Final Judgment on Consent, a description and
23 evaluation of corrective measures, if any, that were taken by the COMPANY, a factual chart
24 summarizing all the deviations found during each facility-specific field audit, and the Auditor's
25 notes of observations taken during each field audit. In addition, each of the three (3) audit reports
26 will discuss and explain whether or not the Auditor, in his or her judgment, has concluded that the
27 audit results for each COVERED FACILITY that was subject to a facility-specific field audit, and
28 the audit results applicable to all other COVERED FACILITIES, indicate that: (i) the

1 COMPANY has substantially complied with the injunctive provisions of the Final Judgment on
2 Consent at each COVERED FACILITY subject to a facility-specific field audit and overall with
3 respect to all COVERED FACILITIES; and (ii) the COMPANY has implemented sufficient
4 compliance management systems to satisfactorily address and implement the provisions of such
5 Final Judgment on Consent. In reaching audit conclusions regarding compliance with the
6 injunctive provisions of the Final Judgment on Consent, the Auditor shall consider, evaluate and
7 discuss: (a) the probable reasons for departures from the injunctive provisions of the Final
8 Judgment on Consent that are discovered during any of the three (3) audits; and (b) whether there
9 are patterns of non-compliance at COVERED FACILITIES.

10 (vi.) Within thirty (30) calendar days after receipt by the People of each environmental
11 audit report, the COMPANY shall provide the People with a written plan to correct any
12 environmental compliance violation or deficiency and to address compliance system
13 shortcomings, if any, discovered during the audits and discussed in the environmental audit
14 reports.

15 **4.1.u.** For all CONSENT JUDGMENT WASTE ITEMS at COVERED
16 FACILITIES that the COMPANY manages as HAZARDOUS WASTES, rather than as
17 UNIVERSAL WASTE, the COMPANY shall comply with the labeling/marketing requirements of
18 Cal. Code of Regulations, title 22, section 66262.34.

19 **4.1.v.** The COMPANY shall PROMPTLY determine, at each COVERED
20 FACILITY, whether each used AEROSOL CAN, used BATTERY, used ELECTRONIC
21 DEVICE, and used OTHER COVERED ITEM that is returned to a COVERED FACILITY or
22 removed from a COMPANY and/or customer premise by a COVERED EMPLOYEE is a
23 WASTE as defined herein in this Final Judgment on Consent. The foregoing requirement does
24 not apply to non-WASTE items.

25 **4.1.w.** For each COVERED FACILITY at which the COMPANY generates
26 1,000 kg per month or more of HAZARDOUS WASTES, the COMPANY shall comply with the
27 requirements of Cal. Code of Regulations, title 22, sections 66265.50 to 66265.56.
28

1 **4.1.x.** For each COVERED FACILITY, the COMPANY shall maintain a
2 generator Identification Number as required by Cal. Code of Regulations, title 22, section
3 66262.12.

4 **4.1.y.** For any CONSENT JUDGMENT WASTE ITEMS that are exported by
5 the COMPANY from COVERED FACILITIES as HAZARDOUS WASTES to a foreign
6 country, the COMPANY shall ensure that such exports comply with the requirements of Cal.
7 Code of Regulations, title 22, sections 66262.50 through 66262.58.

8 **4.1.z.** The COMPANY shall keep records of any test results, WASTE analysis,
9 or other determinations made in accordance with of Cal. Code of Regulations, title 22, section
10 66262.11 relevant to WASTE managed at the COVERED FACILITIES for at least three (3) years
11 from the date that the subject WASTE was last sent to on-site or off-site treatment, storage, or
12 disposal, or for the term of this Final Judgment on Consent, whichever is later.

13 **5. PAYMENTS FOR CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL**
14 **PROJECTS, AND COSTS**

15 The COMPANY shall, within forty-five (45) calendar days of the latter of (a) the People
16 providing an electronic or paper copy of the entered Final Judgment on Consent to AT&T's
17 representatives identified in Paragraph 9, and (b) the People providing to the COMPANY
18 representatives identified in Paragraph 9 completed W-9 forms and taxpayer ID numbers for the
19 Attorney General's Office, the Alameda County District Attorney's Office and all of the entities
20 identified in **Exhibit H**, pay a total amount of \$21,800,000 (twenty-one million eight hundred
21 thousand dollars) to the People as civil penalties, as funding for the supplemental environmental
22 projects, and as reimbursement of the costs of investigation and enforcement as set forth in
23 Paragraphs 5.1 through 5.3 below. Within the time period set forth above, payments to the
24 Attorney General's Office for civil penalties and costs, and to the Craig Thompson
25 Environmental Protection Prosecution Fund and the Department of Toxic Substances Control for
26 supplemental environmental projects and/or costs shall be delivered to the Attorney General's
27 representatives identified in Paragraph 9 for distribution pursuant to the terms of this Final
28 Judgment on Consent. Payments of the amount owed to the remaining entities identified in

1 **Exhibits G, H and I** shall be delivered to the Alameda District Attorneys' representative
2 identified in Paragraph 9 for distribution pursuant to the terms of this Final Judgment on Consent.

3 **5.1. Civil Penalties**

4 The COMPANY shall pay \$16,800,000 (sixteen million eight hundred thousand dollars) to
5 the People as civil penalties pursuant to sections of the California Health and Safety Code, the
6 California Government Code, and the California Business and Professions Code; payment shall
7 be made in accordance with the terms of **Exhibit G**, attached and made a part of this Final
8 Judgment on Consent by this reference.

9 **5.2. Supplemental Environmental Projects**

10 The COMPANY shall pay \$3,000,000 (three million dollars) for supplemental
11 environmental projects identified in **Exhibit H**; payment shall be made in accordance with the
12 terms in **Exhibit H**, attached and made a part of this Final Judgment on Consent by this reference.

13 **5.3. Reimbursement of Costs of Investigation and Enforcement**

14 The COMPANY shall pay \$2,000,000 (two million dollars) for reimbursement of
15 attorney's fees, costs of investigation, and other costs of enforcement to the entities identified in
16 **Exhibit I**; payment shall be made in accordance with the terms in **Exhibit I**, attached and made a
17 part of this Final Judgment on Consent by this Reference.

18 **5.4. Supplemental Environmental Compliance Measures**

19 The COMPANY will also expend (over five years) at least \$2,000,000 (two million dollars)
20 for the supplemental environmental compliance measures identified in **Exhibit J**; payment shall
21 be made in accordance with the terms in **Exhibit J**, attached and made a part of this Final
22 Judgment on Consent by this reference.

23 **5.5. Copy of Payments to the People's Representatives**

24 The COMPANY shall send an electronic confirmation of any payment made by wire
25 transfer to each of the People's representatives identified in Paragraph 9 at the time of payment.

26 **5.6. Late Payments**

27 The COMPANY shall be liable for a civil penalty of \$25,000 (twenty-five thousand dollars)
28 for each calendar day that one or more payment(s) required pursuant to Paragraphs 5.1 through

1 5.3 is late. Whether a single payment or multiple payments are late on a given day, the total per
2 day civil penalty AT&T shall be liable for is \$25,000.

3 **6. ENFORCEMENT OF FINAL JUDGMENT ON CONSENT AND PENALTIES**

4 The People may move this Court for additional relief for any violation of any provision of
5 this Final Judgment on Consent, including but not limited to, contempt, additional injunctive
6 provisions, or additional penalties. Except as otherwise provided below, nothing in this Final
7 Judgment on Consent shall limit any rights of the People to seek any other relief or remedies
8 provided by law or the rights of the COMPANY to defend against any request of the People for
9 such other relief or remedies.

10 **7. MATTERS COVERED BY THIS FINAL JUDGMENT ON CONSENT**

11 **7.1.** In connection with COVERED FACILITIES (as well as with any additional
12 COMPANY wireline facilities listed on the COMPANY’S May 8, 2012 letter to the People), this
13 Final Judgment on Consent is a final and binding resolution and settlement of the claims,
14 violations or causes of action against the COMPANY through the date of the filing of the
15 Complaint: (i) alleged by the People in the Complaint, and (ii) that could have been alleged as
16 Hazardous Waste Control Law or Unfair Competition Law claims against the COMPANY based
17 on information known to the People (a) regarding the COMPANY’S management of SCRAP
18 METAL, (b) regarding the COMPANY’S management through the COMPANY’S reverse
19 logistics program of ELECTRONIC DEVICES before such items become WASTE as described
20 to the People in AT&T’s correspondence dated November 11, 2014, and November 12, 2014, and
21 (c) regarding the COMPANY’S management of the categories of items recovered by the People
22 in inspections of the contents of trash and recycling dumpsters used by THE COMPANY but not
23 alleged in the Complaint. The matters described in the previous sentence are “Covered Matters.”
24 The People covenant not to sue, for any Covered Matter in connection with the COVERED
25 FACILITIES, (i) the COMPANY and its parents, subsidiaries, affiliates, affiliate partnerships,
26 predecessors, officers, directors, and employees, and, (ii) the current and former COVERED
27 FACILITY property owners, ground lessors, and property managers (if the property managers
28 were responsible for or were involved with managing CONSENT JUDGMENT WASTE ITEMS

1 at the COVERED FACILITIES) identified on a list the COMPANY shall submit to the People
2 within ten (10) business days after entry of this Final Judgment on Consent. The aforementioned
3 covenant not to sue in (ii) of the preceding sentence shall be effective upon the People’s timely
4 receipt of the list of property owners, ground lessors and property managers described in the
5 preceding sentence. The People also covenant not to sue, for any Covered Matter, the
6 COMPANY’s agents, servants and representatives to the extent, if any, they : (i) handled or
7 managed (or were responsible for handling or managing) CONSENT JUDGMENT WASTE
8 ITEMS, in connection with COVERED FACILITIES, and (ii) acted on behalf of the COMPANY
9 in doing so during the relevant period as set forth in the Complaint. The People’s covenant not to
10 sue, solely with respect to any Covered Matter, any of the above persons, parties or entities is
11 expressly conditioned upon the express written consent and acknowledgment by such persons,
12 parties, and entities that they are waiving their right to sue the People or any agency of the State
13 of California, or the County of Alameda, or any of their respective officers, employees,
14 representatives, agents or attorneys in accordance with the terms of Paragraph 7.7 of this Final
15 Judgment on Consent. Defendants’ execution of the Stipulation for Entry of Final Judgment and
16 Permanent Injunction on Consent (the “Stipulation”) filed in this action shall constitute such
17 consent and acknowledgment on behalf of Defendants, the COMPANY, and their respective
18 parents, subsidiaries, predecessors, representatives, affiliates, affiliate partnerships, officers,
19 directors, employees, servants and agents, and the COMPANY represents that the signatories to
20 the Stipulation will bind them for purposes of the commitment in this paragraph. For any person,
21 entity, or party not bound by the signatories to the Stipulation pursuant to the two previous
22 sentences, the People’s covenant not to sue is not valid as to those persons, entities, or parties
23 absent their express written acknowledgment given at the time that they assert the covenant not to
24 sue, that they waive their right to sue the People or any agency of the State of California or the
25 County of Alameda, or any of their respective officers, employees, representatives, agents or
26 attorneys in accordance with the terms of Paragraph 7.7. Any claim, violation, or cause of action
27 that is not a Covered Matter is a “Reserved Claim.” Reserved Claims include, without limitation:
28 any violation that occurs after entry of this Final Judgment on Consent; any claims and causes of

1 action referenced below in Paragraph 7.2; any claim, violation, or cause of action against the
2 COMPANY'S independent contractors or subcontractors (unless specifically included within the
3 covenant not to sue in the third sentence of this paragraph); any violations of law, statute,
4 regulation or ordinance, if any, by the COMPANY which are not addressed as a Covered Matter;
5 and any claim, Notice of Violation, cause of action or pending investigation by DTSC or any
6 CERTIFIED UNIFIED PROGRAM AGENCY or any PARTICIPATING AGENCY. Covered
7 Matters for which the COMPANY is receiving a covenant not to sue pursuant to this Paragraph
8 7.1 do not include past or future conduct at or in connection with facilities that are not
9 COVERED FACILITIES as of the date of entry of this Final Judgment on Consent or which first
10 become COVERED FACILITIES after entry of this Final Judgment on Consent. The Parties
11 each reserve the right to pursue any Reserved Claim and to defend against any Reserved Claim.

12 **7.2.** Further, any claims or causes of action against the COMPANY for performance of
13 cleanup, corrective action, or response action for any actual past or future releases, spills, or
14 disposals of hazardous waste or hazardous substances that were caused or contributed to by the
15 COMPANY at or from the COVERED FACILITIES are not Covered Matters.

16 **7.3.** In any subsequent action that may be brought by the People based on any Reserved
17 Claim, the COMPANY agrees that it will not assert that failing to pursue any Reserved Claim as
18 part of this action constitutes claim-splitting, laches, or any other lack of timeliness.

19 **7.4.** In the event litigation is filed by an entity that is not a party to this action against the
20 COMPANY arising out of or related to a Covered Matter, the COMPANY shall, within thirty
21 (30) calendar days following service of such litigation upon the COMPANY, notify the People of
22 such litigation. Upon such timely notice, the People will undertake a good faith effort to
23 determine whether the subsequent litigation is barred by the terms of this Final Judgment on
24 Consent and the principle of res judicata. If the People determine that the subsequent litigation is
25 barred by the terms of this Final Judgment on Consent and the principle of res judicata, the
26 People may appear in person or in writing in such subsequent litigation to explain the People's
27 view of the effect of this Final Judgment on Consent on such litigation, and the People may
28

1 indicate its non-opposition to the COMPANY'S position that such subsequent litigation is barred
2 by res judicata.

3 **7.5.** The provisions of Paragraph 7.1 are effective on the date of entry of the Final
4 Judgment on Consent. The continuing effect of Paragraph 7.1 is expressly conditioned on the
5 COMPANY's full payment of the amounts due under this Final Judgment on Consent.

6 **7.6.** Paragraph 7.1 does not limit the ability of the People to enforce the terms of this Final
7 Judgment on Consent.

8 **7.7.** The COMPANY covenants not to pursue any civil or administrative claims against
9 the People or against any agency of the State of California, or against the County of Alameda, or
10 against any of their respective officers, employees, representatives, agents or attorneys arising out
11 of any Covered Matter (unless such entities pursue claims against the COMPANY, in which case
12 the COMPANY reserves all rights it has to assert any rights, claims, and defenses it may have).
13 Notwithstanding the prior sentence, with regard to the People, the COMPANY may seek
14 determinations from the Court regarding the provisions of this Final Judgment on Consent
15 pursuant to its terms.

16 **8. FORCE MAJEURE EVENT**

17 **8.1.** It is not a breach of the COMPANY's obligations under Paragraphs 4 through
18 Paragraphs 4.1.z. if the COMPANY is unable to perform due to a *Force Majeure* event. Any
19 event due to acts of God, acts of war, or that arises beyond the control of the COMPANY that
20 prevents the performance of such an obligation despite the COMPANY's timely and diligent
21 efforts to fulfill the obligation is a *Force Majeure* event. The requirement that the COMPANY
22 exercise "timely and diligent efforts" to fulfill the obligation includes the requirement that the
23 COMPANY use its best efforts to anticipate any potential *Force Majeure* event and use best
24 efforts to address the effects of any potential force majeure event: (1) as it is occurring, and (2)
25 following the *Force Majeure* event, such that the delay is minimized to the greatest extent
26 possible. A *Force Majeure* event may include concerted labor slow-downs, stoppages and
27 strikes; a third party landowner's refusal to provide consent to the COMPANY allowing
28 structural changes required by the provisions of this Final Judgment on Consent to be

1 implemented; and the delay in obtaining or failure to obtain a permit required for such structural
2 changes, provided that the COMPANY has made timely and diligent efforts to fulfill the
3 obligation. A *Force Majeure* event does not include financial inability to fund or complete the
4 work, any failure by the COMPANY's suppliers, contractors, subcontractors or other persons
5 contracted to perform the work for or on behalf of the COMPANY (unless their failure to do so is
6 itself due to a *Force Majeure* event), nor does it include circumstances which could have been
7 avoided if the COMPANY had complied with preventative requirements imposed by law,
8 regulation, or ordinance.

9 **8.2.** If the People chose to enforce the provisions of Paragraphs 4 through Paragraphs 4.1.z.
10 against the COMPANY for the failure to perform in spite of the COMPANY's claim of a *Force*
11 *Majeure* event, the COMPANY may raise the claimed *Force Majeure* event as a defense to such
12 an action and shall have the burden of proof to demonstrate the *Force Majeure* event.

13 **9. NOTICE**

14 All submissions and notices required by this Final Judgment on Consent shall be sent to:

15 For the People:

16 Margarita Padilla, Supervising Deputy Attorney General
17 Office of the Attorney General of California
18 1515 Clay Street, Suite 2000
19 P.O. Box 70550
20 Oakland, CA 94612-0550

21 David Zonana
22 Deputy Attorney General
23 Office of the Attorney General
24 1515 Clay Street, 20th Floor
25 Oakland, CA 94612

26 and

27 Kenneth Mifsud
28 Assistant District Attorney
Alameda County District Attorney's Office, Consumer and
Environmental Protection Unit
7677 Oakport Street, Suite 650
Oakland, California 94621

1 For the COMPANY:

2
3 Richard M. Parr, Esq.
4 AT&T Services, Inc. – Legal Department
5 208 S. Akard, Suite 2935
6 Dallas, Texas 75202

7 Deborah Schmall, Esq.
8 Paul Hastings LLP
9 55 Second Street, 24th Floor
10 San Francisco, CA 94105

11 Any Party may change its notice name and address by informing the other Party in writing,
12 but no change is effective until it is received. All notices and other communications required or
13 permitted under this Final Judgment on Consent that are properly addressed as provided in this
14 paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective
15 five (5) business days following deposit in the United States mail, postage prepaid, if delivered by
16 mail.

17 **10. EFFECT OF FINAL JUDGMENT ON CONSENT**

18 Except as expressly provided in this Final Judgment on Consent, nothing in this Final
19 Judgment on Consent is intended nor shall it be construed to preclude the People, or any state,
20 county, city, or local agency, department, board of entity, or any CUPA from exercising its
21 authority under any law, statute or regulation. Furthermore, nothing in this Final Judgment on
22 Consent shall be construed to excuse the COMPANY from compliance with any applicable laws
23 and regulations. Except as expressly provided in this Final Judgment on Consent, the
24 COMPANY retains all of its rights, claims, and defenses to the exercise of the aforementioned
25 authority.

26 **11. NON-LIABILITY OF THE PEOPLE**

27 The People shall not be liable for any injury or damage to persons or property resulting
28 from acts or omissions by the COMPANY or its directors, officers, employees, agents,
representatives, or contractors in carrying out activities pursuant to this Final Judgment on

1 Consent, nor shall the People be held as a party to or guarantor or any contract entered into by the
2 COMPANY or its directors, officers, employees, agents, representatives, or contractors in
3 carrying out the requirements of this Final Judgment on Consent.

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

5 The failure of the People to enforce any provision of this Final Judgment on Consent shall
6 neither be deemed a waiver of such provision nor in any way affect the validity of this Final
7 Judgment on Consent. The failure of the People to enforce any such provision shall not preclude
8 it from later enforcing the same or any other provision of this Final Judgment on Consent. Except
9 as expressly provided in this Final Judgment on Consent, the COMPANY retains all rights,
10 claims and defenses allowed by law to any such later enforcement. No oral advice, guidance,
11 suggestions, or comments by employees or officials of any Party regarding matters covered in this
12 Final Judgment on Consent shall be construed to relieve any Party of its obligations under this
13 Final Judgment on Consent.

14 **13. FUTURE REGULATORY CHANGES**

15 Nothing in this Final Judgment on Consent shall excuse the COMPANY from meeting any
16 more stringent requirements that may be imposed by applicable law or by any changes in the
17 applicable law. To the extent future statutory and regulatory changes occur and the People and
18 the COMPANY concur that such changes make the COMPANY's obligations under law less
19 stringent than those provided for in this Final Judgment on Consent and that as a result the
20 COMPANY's obligations in that regard under this Final Judgment on Consent should be
21 modified accordingly, the Parties may jointly petition the Court for modifications of this Final
22 Judgment on Consent commensurate with those changes in the law. If the Parties do not concur,
23 the COMPANY may apply to this Court on noticed motion for modification of those obligations
24 contained herein.

25 **14. APPLICATION OF FINAL JUDGMENT ON CONSENT**

26 This Final Judgment on Consent shall apply to and be binding upon the People and upon
27 the COMPANY, including its respective successors and assigns.
28

1 **15. CONTINUING JURISDICTION**

2 This Court shall retain continuing jurisdiction to enforce the terms of this Final Judgment
3 on Consent and to address any other matters or disputes arising out of or regarding this Final
4 Judgment on Consent. The Parties shall meet and confer at least ten (10) business days prior to
5 the filing of any application or motion relating to this Final Judgment on Consent, and shall
6 negotiate in good faith in an effort to resolve any dispute without judicial intervention; provided,
7 however, that the ten (10) business day period referenced above shall be shortened to five (5)
8 business days regarding (i) any alleged violation of Paragraphs 4 through Paragraphs 4.1.z of this
9 Final Judgment on Consent, (ii) any dispute regarding the COMPANY’S proposed removal of
10 certain items that are to be managed as CONSENT JUDGMENT WASTE ITEMS under the
11 provisions of this Final Judgment on Consent pursuant to Paragraph 4.0.b, and (iii) any dispute
12 regarding the COMPANY’S proposed removal of certain facilities from COVERED
13 FACILITIES to be handled under the provisions of this Final Judgment on Consent pursuant to
14 the procedures specified in the definition of COVERED FACILITIES and Paragraph 4.0.c. If the
15 Parties are unable to resolve their dispute after meet and confer discussions, either Party may
16 move this Court seeking a resolution of that dispute by the Court.

17 **16. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

18 On reasonable notice, the COMPANY shall permit any duly authorized representative of
19 the People to inspect and copy the COMPANY’S records and documents to determine whether
20 the COMPANY is in compliance with the terms of this Final Judgment on Consent. Nothing in
21 this paragraph is intended to require access to or production of any documents that are protected
22 from production or disclosure by the attorney-client privilege, attorney work product doctrine,
23 any other applicable privilege, defenses, exemptions, or immunities afforded to the COMPANY
24 under applicable law, nor does it waive any of the objections or defenses to which the
25 COMPANY would be entitled in responding to requests for documents made by subpoena or
26 other formal legal process or discovery. This obligation shall not require the COMPANY to alter
27 its normal document retention policies (including but not limited to policies regarding backup
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1 tapes for electronic documents); provided, however, that the COMPANY's policies must comply
2 with Health and Safety Code Chapter 6.5 and California Code of Regulations, Title 22.

3 **17. PAYMENT OF LITIGATION EXPENSES AND FEES**

4 The COMPANY shall pay its own attorney fees, expert witness fees and costs, and all other
5 costs of litigation and investigation incurred to date.

6 **18. DECLARATION UNDER PENALTY OF PERJURY**

7 Whenever this Final Judgment on Consent requires a declaration or certification by the
8 COMPANY, such declaration or certification shall be provided by an authorized COMPANY
9 representative at a managerial level in charge of environmental compliance matters, or by an
10 officer of the COMPANY who is authorized to bind the COMPANY. Each declaration and
11 certification shall read as follows:

12 "To the best of my knowledge, based on information and belief and after reasonable
13 investigation, I declare (or certify) under penalty of perjury that the information contained in or
14 accompanying this submission is true, accurate, and complete. I am aware that there are civil and
15 criminal penalties for submitting false information."

16 **19. INTERPRETATION**

17 This Final Judgment on Consent was drafted equally by the Parties. The Parties agree that
18 the rule of construction holding that ambiguity is construed against the drafting party shall not
19 apply to the interpretation of this Final Judgment on Consent.

20 **20. INTEGRATION**

21 This Final Judgment on Consent constitutes the entire agreement between the Parties and
22 may not be amended or supplemented except as provided for in the Final Judgment on Consent.
23 No oral representations have been made or relied upon other than as expressly set forth herein.

24 **21. MODIFICATION OF FINAL JUDGMENT ON CONSENT**

25 This Final Judgment on Consent may be modified only on noticed motion by one of the
26 Parties with approval of the Court, or upon written consent by all of the Parties and the approval
27 of the Court.

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1 **22. STATUS REPORTS**

2 Beginning one (1) year after entry of this Final Judgment on Consent, for as long as this
3 Final Judgment on Consent remains in effect, the COMPANY shall submit annual status reports
4 to the People’s representatives listed in Paragraph 9 above. The status report shall: briefly
5 summarize the actions that the COMPANY has taken during the previous twelve (12) months in
6 order to comply with its obligations under this Final Judgment on Consent; disclose any notices
7 of violation that the COMPANY has received pertaining to the matters covered in this Final
8 Judgment on Consent and disclose any corrective actions taken as a result; and set forth any
9 penalties the COMPANY has paid to any governmental agency for noncompliance arising from
10 the COMPANY’s business operations in California for the matters covered in this Final Judgment
11 on Consent. Each status report shall be signed under penalty of perjury that the information
12 contained therein is true and correct.

13 **23. TERMINATION OF FINAL JUDGMENT ON CONSENT**

14 At any time after this Final Judgment on Consent has been in effect for five (5) years, and
15 the COMPANY has paid any and all amounts due under the Final Judgment on Consent and has
16 been in substantial compliance with the injunctive terms herein, the COMPANY may file a
17 motion requesting a Court order that the permanent injunctive provisions of Paragraphs 4 and 4.1
18 shall have no prospective force or effect based on the COMPANY's demonstrated history of
19 compliance with the Final Judgment on Consent. If the People agree that the COMPANY has
20 substantially complied with the obligations set forth in the Final Judgment on Consent, the People
21 will file a statement of non-opposition to the COMPANY’s motion. If the People disagree, the
22 People will file an opposition setting forth the People's reasoning and will recommend that the
23 Final Judgment on Consent, including the injunctive provisions, remain in effect. Within thirty
24 (30) calendar days of the filing of the COMPANY's motion, the People will file either a statement
25 of non-opposition, or an opposition, and within thirty (30) calendar days thereafter, the
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1 COMPANY may file a reply. The Parties agree that the Court may grant the COMPANY's
2 request upon determining that the COMPANY has substantially complied with the obligations set
3 forth in the Final Judgment on Consent.

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**IT IS ORDERED, ADJUDGED, AND DECREED THAT THE FINAL JUDGMENT
AND PERMANENT INJUNCTION ON CONSENT BE ENTERED AS PROVIDED
HEREIN.**

Dated: _____, 2014

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	INSPECTION FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
1	AGOURA HILLS	29293 AGOURA RD (Listed as 29300 by sorting vendor)	2
2	ALHAMBRA	21 S 1ST ST	5
3	ANAHEIM	3925 E CORONADO ST	6
4	ANAHEIM	1251 N. RED GUM ST	1
5	ANGELS CAMP	808 S MAIN ST	2
6	ANTIOCH	2701 VERNE ROBERTS CIRCLE	6
7	ARCADIA	21 W SANTA CLARA ST	6
8	ARROYO GRANDE	225 N HALCYON RD	1
9	ATASCADERO	6220 ATASCADERO AVE	2
10	AUBURN	12920 EARHART AVE	5
11	AVALON	135 WHITTLEY AVE	2
12	BAKER	72316 BAKER BLVD	2
13	BAKERSFIELD	101 V ST	6
14	BAKERSFIELD	3221 S H ST	1
15	BAKERSFIELD	5650 ALDRIN CT	5
16	BELL	6707 SALT LAKE AVE (combined site also handling building with address of 6708 Salt Lake Ave.)	6
17	BERKELEY	1206 5TH ST	6
18	BETHEL ISLAND	6221 BETHEL ISLAND ROAD	1
19	BEVERLY HILLS	490 FOOTHILL RD	6
20	BRISBANE	355 VALLEY DR	5
21	BUENA PARK	8925 ORANGETHORPE AVE	2
22	BUENA PARK	7701 ARTESIA BLVD	2
23	CAMPBELL	1160 DELL AVENUE	5
24	CANOGA PARK	22012 VANOWEN ST / 6685 TOPANGA CANYON BLVD	6
25	CANYON COUNTRY	26971 FURNIVALL AVE	5
26	CASTRO VALLEY	2610 NORBRIDGE AVE	6
27	CHATSWORTH	20350 PLUMMER ST	3
28	CHICO	3750 MORROW LN	4
29	CHULA VISTA	490 MAIN ST	6
30	CLEARLAKE	2510 OLD HIGHWAY 53 (listed as 2570 Old Highway 53 per sorting vendor)	2
31	CLOVIS	3375 PEACH AVE	6
32	COMMERCE	2420 YATES AVE	3
33	COMPTON	806 S. ALAMEDA ST	5
34	CONCORD	1714 COLFAX ST	5
35	CONCORD	2450 WHITMAN RD	6
36	CONCORD	2745 CLOVERDALE AVE	5
37	CORONA	215 N JOY STREET	6
38	COSTA MESA	2280 FAIRVIEW RD	1
39	DALY CITY	359 WASHINGTON ST	5

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	INSPECTION FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
40	DEL REY OAKS	161 CALLE DEL OAKS	6
41	DELANO	925 JEFFERSON ST	2
42	DINUBA	225 N K ST	2
43	EL CAJON	435 N JOHNSON AVE	5
44	EL CENTRO	1029 S 2ND ST	5
45	EL MONTE	10983 LOWER AZUSA RD	5
46	EL MONTE	3640 EL MONTE AVE	6
47	EL SEGUNDO	195 S DOUGLAS ST	6
48	EL SOBRANTE	3920 SAN PABLO DAM RD	6
49	ELK	5861 S HWY 1	1x every 2 weeks
50	ESCONDIDO	555 W 13TH ST	6
51	ESCONDIDO	575 N QUINCE ST	5
52	ESCONDIDO	950 W WASHINGTON AVE	5
53	EUREKA	5749 HUMBOLDT HILL RD	2
54	FAIRFIELD	3235 N TEXAS ST	6
55	FELTON	5946 HIGHWAY 9	4
56	FONTANA	15384 ARROW BLVD	6
57	FONTANA	17070 CERES AVE	5
58	FORT BRAGG	920 N FRANKLIN ST	1
59	FREMONT	42000 BOYCE RD	6
60	FREMONT	44900 INDUSTRIAL DR	3
61	FRESNO	2515 S ORANGE AVE	5
62	FRESNO	4734 E CARMEN AVE	6
63	FRESNO	5520 E HEDGES AVE	6
64	FULLERTON	300 STATE COLLEGE	6
65	GARDEN GROVE	13062 EUCLID ST	6
66	GARDEN GROVE	13732 NEWHOPE ST	1
67	GARDENA	100 W ALONDRA BLVD	5
68	GARDENA	17040 S VERMONT AVE	6
69	GLENDALE	515 PIONEER DR	6
70	GLENDALE	720 WESTERN AVE	5
71	GRASS VALLEY	315 COLFAX AVE	3
72	GRASS VALLEY	530 FREEMAN LN	3
73	HALF MOON BAY	525 KELLY AVE	1
74	HANFORD	11091 AVENUE 10 1/2	5
75	HAYWARD	100 ORCHARD AVE	6
76	HOLLISTER	717 MCCRAY ST	1
77	JACKSON	951 S STATE HIGHWAY 49	5
78	KING CITY	105 DIVISION ST	1
79	LA CANADA FLINTRIDGE	4815 OAK GROVE DR	2
80	LAGUNA NIGUEL	27392 CAMINO CAPISTRANO / 27402 CAMINO CAPISTRANO	6
81	LAKEPORT	555 LAKEPORT BLVD	1
82	LODI	110 W TURNER RD	5
83	LOS ANGELES	111 N UNION AVE	2

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	INSPECTION FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
84	LOS ANGELES	1429 N GOWER ST / 6105 DE LONGPRE AVE	5
85	LOS ANGELES	2445 DALY ST	6
86	LOS ANGELES	3035 ANDRITA ST	5
87	LOS ANGELES	316 N JUANITA AVE	6
88	LOS ANGELES	5035 COLISEUM ST	5
89	LOS ANGELES	5041 REPETTO AVE	5
90	LOS ANGELES	6135 WHITTIER BLVD (listed as 6138 Whittier by sorting vendor)	3
91	LOS ANGELES	8075 MELROSE AVE	5
92	LOS ANGELES	467 E. VERNON AVE	6
93	LOS BANOS	1405 S CALIFORNIA AVE	1
94	MADERA	221 S E ST	3
95	MARTINEZ	4501 PACHECO BLVD	5
96	MERCED	1860 WARDROBE AVE	6
97	MODESTO	1412 GRANITE LN	6
98	MODESTO	1548 CARPENTER RD	5
99	MODESTO	1025 13TH ST	1
100	MODESTO	3090 FARRAR AVE	6
101	MOJAVE	2100 BELSHAW ST	2
102	MONTROSE	2275 FLORENCITA AVE	6
103	MORRO BAY	788 MAIN ST	2
104	MOUNT SHASTA	1219 S MOUNT SHASTA BLVD	1
105	MOUNTAIN VIEW	360 PIONEER WAY	6
106	NAPA	230 CAMINO ORUGA CT	6
107	NEWHALL	24522 LYONS AVE	6
108	NORTH HOLLYWOOD	7744 LANKERSHIM BLVD	3
109	OAKLAND	1189 58TH AVE	5
110	OAKLAND	479 45TH ST	5
111	OAKLAND	545 W GRAND AVE	5
112	OAKLAND	865 77TH AVE	5
113	OCEANSIDE	2229 MISSION AVE	6
114	OCEANSIDE	2727 OCEANSIDE BLVD	5
115	ORANGE	901 E. KATELLA AVE	6
116	ORANGE	2525 N ORANGE OLIVE RD	1
117	ORANGEVALE	5951 MAIN AVE	5
118	OROVILLE	2525 LOWER WYANDOTTE RD	2
119	PALMDALE	2655 E AVENUE Q	5
120	PALMDALE	921 E PALMDALE BLVD	6
121	PARADISE	772 ELLIOTT RD	1
122	PASADENA	271 N CARMELO AVE	3
123	PASADENA	901 S RAYMOND AVE	3
124	PASO ROBLES	908 28TH ST	5
125	PETALUMA	630 JEFFERSON ST	5
126	PITTSBURG	337 E 12TH ST	3
127	PLACERVILLE	281 INDUSTRIAL DR	3
128	PLEASANTON	4400 BLACK AVE	6
129	PLEASANTON	7240 JOHNSON DR	6

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	INSPECTION FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
130	PORTERVILLE	1301 W OLIVE AVE	3
131	PORTOLA	225 N GULLING (listed as 222 N Gulling by sorting vendor)	1x every 2 weeks
132	QUINCY	150 N MILL CREEK RD	1x every 2 weeks
133	RAMONA	1021 A ST	3
134	RANCHO CORDOVA	2615 MERCANTILE DR	5
135	RANCHO CORDOVA	1913 BIRKMONT DR	5
136	RED BLUFF	645 DIAMOND AVE	2
137	REDDING	4434 MOUNTAIN LAKES BLVD	3
138	REDWOOD CITY	1200 MARSH ROAD	3
139	REDWOOD CITY	2001 E BAYSHORE RD	6
140	RESEDA	18333 GAULT ST	3
141	RESEDA	6843 RESEDA BLVD	6
142	RIVERSIDE	3073 ADAMS ST	6
143	RIVERSIDE	9129 MAGNOLIA AVE	1
144	ROCKLIN	3545 INDUSTRIAL AVENUE	5
145	ROCKLIN	4075 CINCINNATI AVE	5
146	ROSEMEAD	8633 GRAND AVE	5
147	SACRAMENTO	1558 JULIESSE AVE	1
148	SACRAMENTO	1590 JULIESSE AVE	6
149	SACRAMENTO	1821 24TH ST	5
150	SACRAMENTO	8221 GALENA AVE	5
151	SACRAMENTO	2700 WATT AVE	5
152	SALINAS	1060 TERVEN AVE	5
153	SALINAS	316 GRIFFIN ST	5
154	SALINAS	445 AIRPORT BLVD	6
155	SAN BRUNO	840 SAN BRUNO AVE W	5
156	SAN DIEGO	16720 W BERNARDO DR	6
157	SAN DIEGO	2850 MIDWAY DR	6
158	SAN DIEGO	3750 HOME AVE	5
159	SAN DIEGO	3855 ASH STREET	3
160	SAN DIEGO	4772-4782 ALVARADO CANYON ROAD	2
161	SAN DIEGO	7250 CONVOY CT	5
162	SAN DIEGO	7620 CONVOY CT	3
163	SAN DIEGO	7910 OTHELLO AVE	3
164	SAN DIEGO	9210 MIRA ESTE COURT	6
165	SAN DIEGO	9790 OLSON DR	2
166	SAN DIEGO	7597 RAYTHEON RD	3
167	SAN DIEGO	4255 RUFFIN RD	6
168	SAN DIEGO	11330 SORRENTO VALLEY	6
169	SAN FRANCISCO	1199 INDIANA ST	5
170	SAN FRANCISCO	35 TUBBS ST	6
171	SAN FRANCISCO	1330 16TH ST	5

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	INSPECTION FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
172	SAN FRANCISCO	30 ONONDAGA AVE	3
173	SAN FRANCISCO	610 BRANNAN ST	5
174	SAN FRANCISCO	430 BUSH ST	5
175	SAN FRANCISCO	100 PAUL AVE	6
176	SAN FRANCISCO	6150 3RD ST	5
177	SAN JOSE	145 S MONTGOMERY ST	5
178	SAN JOSE	1651 BERRYESSA RD	6
179	SAN JOSE	3042 ROSE AVE (listed as 3036 Rose by sorting vendor)	5
180	SAN JOSE	3598 HILLCAP AVE	5
181	SAN JOSE	5285 DOYLE RD	5
182	SAN LEANDRO	1661 DOOLITTLE	5
183	SAN LEANDRO	1910 FAIRWAY DR	6
184	SAN LEANDRO	530 E 14TH ST	5
185	SAN LUIS OBISPO	196 SUBURBAN RD	5
186	SAN MATEO	1901 PACIFIC BLVD	5
187	SAN MATEO	262 19TH AVE / 288 19th AVE	5
188	SAN RAFAEL	23 MARK DR	6
189	SAN RAFAEL	96 LOUISE ST	5
190	SAN RAMON	39 BETA CT	6
191	SANTA ANA	2201 S. ANNE ST.	6
192	SANTA CLARA	1051 MARTIN AVE	6
193	SANTA CLARA	1600 COLEMAN AVE	5
194	SANTA CLARA	1700 SPACE PARK DR	5
195	SANTA CLARA	3025 RAYMOND ST	5
196	SANTA CLARA	310 MARTIN AVE	5
197	SANTA CRUZ	7070 SOQUEL AVE	5
198	SANTA ROSA	3260 SEBASTOPOL RD # 3 (listed as 3760 Sebastopol by sorting vendor)	6
199	SANTEE	10111 PROSPECT AVE	6
200	SHERMAN OAKS	4959 SEPULVEDA BLVD	6
201	SIMI VALLEY	1844 SYCAMORE DR	6
202	SIMI VALLEY	2250 WARD AVE	3
203	SONORA	142 PONDEROSA DR	5
204	SOUTH LAKE TAHOE	2075 ELOISE AVE	2
205	SOUTH SAN FRANCISCO	1477 HUNTINGTON AVE	5
206	SOUTH SAN FRANCISCO	150 SOUTH LINDEN AVE	6
207	STOCKTON	2300 E EIGHT MILE RD	5
208	STOCKTON	4051 NEWTON RD	6
209	STOCKTON	1413 BOURBON ST	5
210	STOCKTON	3707 DUCK CREEK DR	6

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	INSPECTION FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
211	SUNNYVALE	1188 W EVELYN AVE	3
212	TAHOE CITY	2945 LAKE FOREST RD (listed as 2944 Lake Forest by sorting vendor)	2
213	TEHACHAPI	115 S CURRY ST	1x every 2 weeks
214	TEMPLETON	3880 RUTH WAY	5
215	TRACY	707 E 11TH ST	6
216	TRACY	4100 COMMERCIAL DR	2
217	TRUCKEE	11012 W RIVER ST	2
218	TURLOCK	551 S CENTER ST	6
219	TUSTIN	1301 EDINGER AVE	2
220	TUSTIN	14451 MYFORD RD	6
221	UKIAH	300 KUKI RD	2
222	VALLEJO	730 CAROLINA ST	5
223	VAN NUYS	16201 RAYMER ST / 16251 RAYMER ST	5
224	VAN NUYS	7715 BURNET AVE	6
225	VAN NUYS	14709 VANOWEN ST	5
226	VENTURA	1264 CALLENS RD (listed as 1204 Callens by sorting vendor)	3
227	VENTURA	739 E. SANTA CLARA ST	3
228	VISALIA	245 S CAIN ST	5
229	VISALIA	7345 W. GOSHEN AVE, STE A	6
230	WATSONVILLE	515 CHAPPEL RD	6
231	WEST SACRAMENTO	1777 CEBRIAN ST	5
232	WEST SACRAMENTO	4000 CHANNEL DR	5
233	WILMINGTON	1418 BROAD AVE	4
234	WOODLAND	57 W KENTUCKY AVE	5
235	YOSEMITE N.P.	9036 VILLAGE DR	1x every 2 weeks
236	YREKA	314 PINE ST	1
237	YUBA CITY	1301 THARP RD	3

EXHIBIT B

Exhibit B

Consent Judgment Waste Items

The following items are considered to be CONSENT JUDGMENT WASTE ITEMS for purposes of this Final Judgment on Consent (“Consent Judgment”), once they have become WASTE:

1. ELECTRONIC DEVICES, as defined in Section 3 (“Definitions”) of the Consent Judgment, except that the following items shall not be considered to be CONSENT JUDGMENT WASTE ITEMS:

- A. Electronic devices that, by agreement with the People or judicial determination pursuant to the procedures specified in Paragraph 4.0.b of this Consent Judgment, are not defined or characterized as HAZARDOUS;
- B. Non-HAZARDOUS electrical or electronic equipment that is accompanied by and complies with a third party’s Declaration of Conformity with EU Directive 2011/65/EU (i.e., RoHS2), as it has been or may be amended or revised (or, for certain electrical equipment within the scope of the EU Low Voltage Directive 2006/95/EC, as it may be amended or revised, accompanied by alternate documentation approved by that directive); and
- C. Non-HAZARDOUS electronic devices that conform to California statutes or regulations similar to the EU Directive 2011/65/EU (i.e., RoHS2), as it may be amended or revised, accompanied by documentation specified by law certifying that the item does not contain levels of hazardous substances posing an environmental or human health hazard.

2. BATTERIES, as defined in Section 3 (“Definitions”) of the Consent Judgment, except that the following items shall not be considered to be CONSENT JUDGMENT WASTE ITEMS:

- A. Batteries that, by agreement with the People or judicial determination pursuant to the procedures specified in Paragraph 4.0.b of this Consent Judgment, are not defined or characterized as HAZARDOUS; and
- B. Non-HAZARDOUS Batteries that conform to California statutes or regulations similar to the EU Directive 2011/65/EU (i.e., RoHS2), as it may be amended or revised, accompanied by documentation specified by law certifying that the item does not contain levels of hazardous substances posing an environmental or human health hazard.

3. HAZARDOUS WASTE AEROSOL CANS, UNIVERSAL WASTE AEROSOL CANS, and AEROSOL CANS that are non-empty or damaged/non-functioning, as defined in Section 3 (“Definitions”) of the Consent Judgment, except the following items shall not be considered to be CONSENT JUDGMENT WASTE ITEMS:

- A. Aerosol Cans that, by agreement with the People or judicial determination pursuant to the procedures specified in Paragraph 4.0.b of this Consent Judgment, are not defined or characterized as HAZARDOUS; and

- B. Non-HAZARDOUS Aerosol Cans that conform to California statutes or regulations similar to the EU Directive 2011/65/EU (i.e., RoHS2), as it may be amended or revised, accompanied by documentation specified by law certifying that the item does not contain levels of hazardous substances posing an environmental or human health hazard.

4. OTHER COVERED ITEMS shall mean the following items listed in 4.A but shall not include the items listed in 4.B:

A. Items in the following categories:

1. Adhesives & Glues
2. Blocking Compounds
3. Cable Pulling Lubricants (excluding Dyna-Blue, Polywater A, Polywater B, Prelube 2000, and Polywater Type NB)
4. Calibration Gas Cylinders, Non-empty
5. Caulk
6. Disinfectants
7. Encapsulants
8. Gel-containing Splice Kits
9. Greases & Lubricants, Petroleum-based
10. Hand Cleaners & Hand Sanitizers
11. Leather Preserver
12. Liquid Industrial Cleaners
13. Motor Oil
14. Paints
15. Polyurethane Expanding Foam
16. Road Flares
17. Sealants
18. Skin Cream, Chemical-Protective
19. Toner, Photocopier

B. Items that are not considered to be OTHER COVERED ITEMS:

1. For any item(s) listed in the categories in 4.A that are liquids, the containers of any such item(s) that are empty pursuant to § 66261.7 of the California Code of Regulations;
2. Notwithstanding the list of items in 4.A, items that the COMPANY, pursuant to the procedures specified in Paragraph 4.0.b of this Consent Judgment, determines are not defined or characterized as HAZARDOUS; and
3. Non-HAZARDOUS items that conform to California statutes or regulations similar to the EU Directive 2011/65/EU (i.e., RoHS2), as it may be amended or revised, accompanied by documentation specified by law certifying that the item does not contain levels of hazardous substances posing an environmental or human health hazard.

EXHIBIT C

Exhibit C

Officer Certification re Post-March 29, 2012 Compliance

1. My name is Ken Lear. I am employed by AT&T Services, Inc. and serve as the Assistant Vice President for Environment, Health and Safety (“EHS”) for all of the operating companies under AT&T, Inc.

2. My job responsibilities include supervision of EHS management services supporting AT&T Services, Inc., AT&T California and AT&T Corp. (collectively, “the COMPANY”).

3. I have read Paragraph 4.1.g of the Final Judgment and Permanent Injunction on Consent (“Consent Judgment”), and am aware of its provisions (including definitions relevant to Paragraph 4.1.g).

4. Within three (3) business days after I was made aware of information conveyed to the COMPANY during a March 29, 2012 meeting with the attorneys for the People of the State of California (collectively, the “People”), I directed the following actions to prevent the COMPANY’S regular trash at the facilities identified on the March 29, 2012 list provided by the COMPANY to the People from being removed for disposal at non-HAZARDOUS WASTE landfills without prior inspection by professional HAZARDOUS WASTE consultants and/or THIRD PARTY INSPECTION CONTRACTORS:

a. I directed EHS staff coordination with the COMPANY’S Corporate Real Estate – Property Management staff and am aware of the latter’s instruction to the COMPANY’S trash haulers not to remove the contents of TRASH RECEPTACLES at the listed facilities until after it had been inspected by professional HAZARDOUS WASTE consultants for removal of any CONSENT JUDGMENT WASTE ITEMS. I am aware such trash haulers were instructed by Property Management staff in how to recognize whether or not such contents had been inspected and were ready for removal.

b. I directed EHS staff coordination with the COMPANY’S Corporate Real Estate – Property Management staff and am aware of EHS staff instructions to the professional HAZARDOUS WASTE consultants retained by them to: (i) inspect TRASH RECEPTACLES for CONSENT JUDGMENT WASTE ITEMS, (ii) remove any CONSENT JUDGMENT WASTE ITEMS found in TRASH RECEPTACLES during their inspections, and (iii) place such items in appropriate accumulation containers, pending removal authorized by EHS staff;

c. I directed EHS staff coordination with the COMPANY’S Network Operations staff and am aware of the latter’s instructions to the THIRD PARTY INSPECTION CONTRACTORS retained by them to (i) inspect STAGING BINS for CONSENT JUDGMENT WASTE ITEMS, (ii) remove any CONSENT JUDGMENT WASTE ITEMS found in STAGING BINS during

their inspections, and (iii) place such items in appropriate accumulation containers, pending removal authorized by EHS staff.

d. I directed EHS staff responsible for managing the COMPANY'S Resource Recovery Center ("RRC") and am aware that they instructed the HAZARDOUS WASTE transporters retained by them, consistent with standard practice, to: (i) remove accumulated UNIVERSAL WASTES and other HAZARDOUS WASTES that had been segregated and accumulated at the 270 facilities as part of the trash inspection effort described in Paragraph 4.a. and 4.b. above, (ii) prepare HAZARDOUS WASTE manifests or UNIVERSAL WASTE bills of lading for such items as required by applicable law; and (iii) provide copies of such manifest and bills of lading to the RRC. I am also aware that it is the standard practice of the EHS staff who manage the RRC to maintain copies of such HAZARDOUS WASTE manifests and UNIVERSAL WASTE bills of lading as required by law.

5. To follow up on the actions described above, I participated in regular conference calls with EHS management staff, Corporate Real Estate – Property Management staff, and Network Operations staff so that they could advise me of the status of implementation of the system described in Paragraph 4, above, and the COMPANY'S experience in doing so. As a result, I am aware that the system was implemented and operating. I personally inspected several of the sites and observed the operation of the system as implemented.

6. Based on the combination of my personal knowledge and reasonable belief formed in reliance on the information provided to me as described above, and relying upon the advice of legal counsel, I hereby declare that on and after April 4, 2012, systems were implemented and operating at all 270 COMPANY facilities identified on the March 29, 2012 list provided by the COMPANY to the People (except not at facilities which the People agreed could be removed from that list, after such agreement) in order to achieve compliance with the requirements that (i) the contents of TRASH RECEPTACLES destined for municipal trash haulers were not removed from such facilities without advance inspection by professional HAZARDOUS WASTE consultants, THIRD PARTY INSPECTION CONTRACTORS, or both, as described above; (ii) the professional HAZARDOUS WASTE consultants and THIRD PARTY INSPECTION CONTRACTORS removed any CONSENT JUDGMENT WASTE ITEMS that they found during such inspections; and (iii) unless the COMPANY confirmed that a particular WASTE item thus retrieved from the TRASH RECEPTACLES or STAGING BINS was not "HAZARDOUS WASTE" or "UNIVERSAL WASTE" under California law and regulations, all such retrieved WASTE items as well as those placed directly into containers labeled UNIVERSAL WASTE were reflected on HAZARDOUS WASTE manifests or UNIVERSAL WASTE bills of lading in accordance with California Code of Regulations, title 22, section 66262.40, subdivision (a) and 66273.39, which were retained according to law, with the following exceptions:

[List and explain exceptions];

No other exceptions have been reported to me, and I am personally unaware of any other exceptions. I make this declaration upon penalty of perjury.

/S/ _____

Ken Lear
Assistant Vice President for Environment,
Health and Safety
AT&T Services, Inc.

[Date]

EXHIBIT D

Exhibit D
Officer Declaration for Verification of Training of Covered Employees

I have read Paragraph 4.1.q of the Final Judgment on Consent (“Final Judgment”) and am aware of its provisions. I have undertaken a diligent review of the following information provided to me, for the purpose of making this officer declaration (“Declaration”) required by Paragraph 4.1.q., by the responsible management and staff in accordance with the duties of their employment by the COMPANY, as follows:

- The attached memorandum from Environment, Health and Safety Training Manager, Lynn Alpaugh, summarizing the outcome of her review of the Corporate Compliance Reporting Tool system records of training completions for all persons identified to be COVERED EMPLOYEES requiring training under law and/or the Final Judgment for MANAGEMENT of HAZARDOUS WASTE and UNIVERSAL WASTE within their organizations, including the process for record creation and review, and any identified exceptions.
- My own review of process and results reported in the attached memorandum, in consultation with Ms. Alpaugh.

Based upon reasonable belief formed in reliance on the information provided as described above, and relying upon the advice of legal counsel, I hereby declare that, as of April 30, 2014, HAZARDOUS WASTE training was provided to all COVERED EMPLOYEES and systems to provide and track required training, were implemented at all Covered Facilities identified in Exhibit B to the Final Judgment in order to achieve compliance with California Code of Regulations, title 22, sections 66265.16, and 66273.36 and the injunctive terms of the Final Judgment [and if applicable, “, with the following exceptions:]

[List exceptions];

In the case of each exception, and on the same basis as stated above, I further declare each COVERED EMPLOYEE subject to the listed exception has since completed the required training. No other exceptions have been reported to me, and I am personally unaware of any other exceptions. I make this statement upon penalty of perjury.

/S/ _____
[Name]
[Title]
[Date]

EXHIBIT E

EXHIBIT E - SCHEDULE OF UNANNOUNCED INSPECTIONS

FACILITY NO.	CITY	STREET ADDRESS	NUMBER OF UNANNOUNCED INSPECTIONS PER YEAR PURSUANT TO PAR. 4.1.s(v)
1	AGOURA HILLS	29293 AGOURA RD (Listed as 29300 by sorting vendor)	2
2	ALHAMBRA	21 S 1ST ST	4
3	ANAHEIM	3925 E CORONADO ST	4
4	ANAHEIM	1251 N. RED GUM ST	4
5	ANGELS CAMP	808 S MAIN ST	2
6	ANTIOCH	2701 VERNE ROBERTS CIRCLE	4
7	ARCADIA	21 W SANTA CLARA ST	4
8	ARROYO GRANDE	225 N HALCYON RD	2
9	ATASCADERO	6220 ATASCADERO AVE	2
10	AUBURN	12920 EARHART AVE	4
11	AVALON	135 WHITTLEY AVE	2
12	BAKER	72316 BAKER BLVD	2
13	BAKERSFIELD	101 V ST	4
14	BAKERSFIELD	3221 S H ST	2
15	BAKERSFIELD	5650 ALDRIN CT	4
16	BELL	6707 SALT LAKE AVE (combined site also handling building with address of 6708 Salt Lake Ave.)	4
17	BERKELEY	1206 5TH ST	4
18	BETHEL ISLAND	6221 BETHEL ISLAND ROAD	2
19	BEVERLY HILLS	490 FOOTHILL RD	4
20	BRISBANE	355 VALLEY DR	4
21	BUENA PARK	8925 ORANGETHORPE AVE	2
22	BUENA PARK	7701 ARTESIA BLVD	4
23	CAMPBELL	1160 DELL AVENUE	2
24	CANOGA PARK	22012 VANOWEN ST / 6685 TOPANGA CANYON BLVD	4
25	CANYON COUNTRY	26971 FURNIVALL AVE	4
26	CASTRO VALLEY	2610 NORBRIDGE AVE	4
27	CHATSWORTH	20350 PLUMMER ST	2
28	CHICO	3750 MORROW LN	4
29	CHULA VISTA	490 MAIN ST	4
30	CLEARLAKE	2510 OLD HIGHWAY 53 (listed as 2570 Old Highway 53 per sorting vendor)	2
31	CLOVIS	3375 PEACH AVE	4
32	COMMERCE	2420 YATES AVE	4
33	COMPTON	806 S. ALAMEDA ST	4
34	CONCORD	1714 COLFAX ST	2
35	CONCORD	2450 WHITMAN RD	4
36	CONCORD	2745 CLOVERDALE AVE	4
37	CORONA	215 N JOY STREET	4
38	COSTA MESA	2280 FAIRVIEW RD	4
39	DALY CITY	359 WASHINGTON ST	4
40	DEL REY OAKS	161 CALLE DEL OAKS	4
41	DELANO	925 JEFFERSON ST	2
42	DINUBA	225 N K ST	2
43	EL CAJON	435 N JOHNSON AVE	4

EXHIBIT E - SCHEDULE OF UNANNOUNCED INSPECTIONS

FACILITY NO.	CITY	STREET ADDRESS	NUMBER OF UNANNOUNCED INSPECTIONS PER YEAR PURSUANT TO PAR. 4.1.s(v)
44	EL CENTRO	1029 S 2ND ST	4
45	EL MONTE	10983 LOWER AZUSA RD	4
46	EL MONTE	3640 EL MONTE AVE	4
47	EL SEGUNDO	195 S DOUGLAS ST	4
48	EL SOBRANTE	3920 SAN PABLO DAM RD	4
49	ELK	5861 S HWY 1	2
50	ESCONDIDO	555 W 13TH ST	4
51	ESCONDIDO	575 N QUINCE ST	4
52	ESCONDIDO	950 W WASHINGTON AVE	4
53	EUREKA	5749 HUMBOLDT HILL RD	2
54	FAIRFIELD	3235 N TEXAS ST	4
55	FELTON	5946 HIGHWAY 9	2
56	FONTANA	15384 ARROW BLVD	4
57	FONTANA	17070 CERES AVE	4
58	FORT BRAGG	920 N FRANKLIN ST	2
59	FREMONT	42000 BOYCE RD	4
60	FREMONT	44900 INDUSTRIAL DR	4
61	FRESNO	2515 S ORANGE AVE	4
62	FRESNO	4734 E CARMEN AVE	4
63	FRESNO	5520 E HEDGES AVE	4
64	FULLERTON	300 STATE COLLEGE	4
65	GARDEN GROVE	13062 EUCLID ST	4
66	GARDEN GROVE	13732 NEWHOPE ST	2
67	GARDENA	100 W ALONDRA BLVD	4
68	GARDENA	17040 S VERMONT AVE	4
69	GLENDALE	515 PIONEER DR	4
70	GLENDALE	720 WESTERN AVE	4
71	GRASS VALLEY	315 COLFAX AVE	2
72	GRASS VALLEY	530 FREEMAN LN	2
73	HALF MOON BAY	525 KELLY AVE	2
74	HANFORD	11091 AVENUE 10 1/2	4
75	HAYWARD	100 ORCHARD AVE	4
76	HOLLISTER	717 MCCRAY ST	2
77	JACKSON	951 S STATE HIGHWAY 49	2
78	KING CITY	105 DIVISION ST	2
79	LA CANADA FLINTRIDGE	4815 OAK GROVE DR	2
80	LAGUNA NIGUEL	27392 CAMINO CAPISTRANO / 27402 CAMINO CAPISTRANO	4
81	LAKEPORT	555 LAKEPORT BLVD	2
82	LODI	110 W TURNER RD	2
83	LOS ANGELES	111 N UNION AVE	4
84	LOS ANGELES	1429 N GOWER ST / 6105 DE LONGPRE AVE	4
85	LOS ANGELES	2445 DALY ST	4
86	LOS ANGELES	3035 ANDRITA ST	4
87	LOS ANGELES	316 N JUANITA AVE	4
88	LOS ANGELES	5035 COLISEUM ST	4
89	LOS ANGELES	5041 REPETTO AVE	4

EXHIBIT E - SCHEDULE OF UNANNOUNCED INSPECTIONS

FACILITY NO.	CITY	STREET ADDRESS	NUMBER OF UNANNOUNCED INSPECTIONS PER YEAR PURSUANT TO PAR. 4.1.s(v)
90	LOS ANGELES	6135 WHITTIER BLVD (listed as 6138 Whittier by sorting vendor)	2
91	LOS ANGELES	8075 MELROSE AVE	4
92	LOS ANGELES	467 E. VERNON AVE	4
93	LOS BANOS	1405 S CALIFORNIA AVE	2
94	MADERA	221 S E ST	2
95	MARTINEZ	4501 PACHECO BLVD	4
96	MERCED	1860 WARDROBE AVE	4
97	MODESTO	1412 GRANITE LN	4
98	MODESTO	1548 CARPENTER RD	4
99	MODESTO	1025 13TH ST	2
100	MODESTO	3090 FARRAR AVE	4
101	MOJAVE	2100 BELSHAW ST	2
102	MONTROSE	2275 FLORENCITA AVE	4
103	MORRO BAY	788 MAIN ST	2
104	MOUNT SHASTA	1219 S MOUNT SHASTA BLVD	2
105	MOUNTAIN VIEW	360 PIONEER WAY	4
106	NAPA	230 CAMINO ORUGA CT	4
107	NEWHALL	24522 LYONS AVE	4
108	NORTH HOLLYWOOD	7744 LANKERSHIM BLVD	2
109	OAKLAND	1189 58TH AVE	2
110	OAKLAND	479 45TH ST	2
111	OAKLAND	545 W GRAND AVE	4
112	OAKLAND	865 77TH AVE	4
113	OCEANSIDE	2229 MISSION AVE	4
114	OCEANSIDE	2727 OCEANSIDE BLVD	4
115	ORANGE	901 E. KATELLA AVE	4
116	ORANGE	2525 N ORANGE OLIVE RD	2
117	ORANGEVALE	5951 MAIN AVE	2
118	OROVILLE	2525 LOWER WYANDOTTE RD	2
119	PALMDALE	2655 E AVENUE Q	4
120	PALMDALE	921 E PALMDALE BLVD	2
121	PARADISE	772 ELLIOTT RD	2
122	PASADENA	271 N CARMELO AVE	4
123	PASADENA	901 S RAYMOND AVE	4
124	PASO ROBLES	908 28TH ST	2
125	PETALUMA	630 JEFFERSON ST	2
126	PITTSBURG	337 E 12TH ST	2
127	PLACERVILLE	281 INDUSTRIAL DR	4
128	PLEASANTON	4400 BLACK AVE	4
129	PLEASANTON	7240 JOHNSON DR	4
130	PORTERVILLE	1301 W OLIVE AVE	2
131	PORTOLA	225 N GULLING (listed as 222 N Gulling by sorting vendor)	2
132	QUINCY	150 N MILL CREEK RD	2
133	RAMONA	1021 A ST	2
134	RANCHO CORDOVA	2615 MERCANTILE DR	4
135	RANCHO CORDOVA	1913 BIRKMONT DR	2
136	RED BLUFF	645 DIAMOND AVE	2

EXHIBIT E - SCHEDULE OF UNANNOUNCED INSPECTIONS

FACILITY NO.	CITY	STREET ADDRESS	NUMBER OF UNANNOUNCED INSPECTIONS PER YEAR PURSUANT TO PAR. 4.1.s(v)
137	REDDING	4434 MOUNTAIN LAKES BLVD	4
138	REDWOOD CITY	1200 MARSH ROAD	2
139	REDWOOD CITY	2001 E BAYSHORE RD	4
140	RESEDA	18333 GAULT ST	4
141	RESEDA	6843 RESEDA BLVD	2
142	RIVERSIDE	3073 ADAMS ST	4
143	RIVERSIDE	9129 MAGNOLIA AVE	2
144	ROCKLIN	3545 INDUSTRIAL AVENUE	4
145	ROCKLIN	4075 CINCINNATI AVE	4
146	ROSEMEAD	8633 GRAND AVE	4
147	SACRAMENTO	1558 JULIESSE AVE	4
148	SACRAMENTO	1590 JULIESSE AVE	4
149	SACRAMENTO	1821 24TH ST	4
150	SACRAMENTO	8221 GALENA AVE	4
151	SACRAMENTO	2700 WATT AVE	4
152	SALINAS	1060 TERVEN AVE	4
153	SALINAS	316 GRIFFIN ST	4
154	SALINAS	445 AIRPORT BLVD	2
155	SAN BRUNO	840 SAN BRUNO AVE W	2
156	SAN DIEGO	16720 W BERNARDO DR	4
157	SAN DIEGO	2850 MIDWAY DR	4
158	SAN DIEGO	3750 HOME AVE	4
159	SAN DIEGO	3855 ASH STREET	2
160	SAN DIEGO	4772-4782 ALVARADO CANYON ROAD	2
161	SAN DIEGO	7250 CONVOY CT	2
162	SAN DIEGO	7620 CONVOY CT	4
163	SAN DIEGO	7910 OTHELLO AVE	4
164	SAN DIEGO	9210 MIRA ESTE COURT	4
165	SAN DIEGO	9790 OLSON DR	4
166	SAN DIEGO	7597 RAYTHEON RD	2
167	SAN DIEGO	4255 RUFFIN RD	4
168	SAN DIEGO	11330 SORRENTO VALLEY	4
169	SAN FRANCISCO	1199 INDIANA ST	4
170	SAN FRANCISCO	35 TUBBS ST	4
171	SAN FRANCISCO	1330 16TH ST	4
172	SAN FRANCISCO	30 ONONDAGA AVE	2
173	SAN FRANCISCO	610 BRANNAN ST	4
174	SAN FRANCISCO	430 BUSH ST	4
175	SAN FRANCISCO	100 PAUL AVE	4
176	SAN FRANCISCO	6150 3RD ST	2
177	SAN JOSE	145 S MONTGOMERY ST	4
178	SAN JOSE	1651 BERRYESSA RD	4
179	SAN JOSE	3042 ROSE AVE (listed as 3036 Rose by sorting vendor)	2
180	SAN JOSE	3598 HILLCAP AVE	4
181	SAN JOSE	5285 DOYLE RD	4
182	SAN LEANDRO	1661 DOOLITTLE	4
183	SAN LEANDRO	1910 FAIRWAY DR	4
184	SAN LEANDRO	530 E 14TH ST	4

EXHIBIT E - SCHEDULE OF UNANNOUNCED INSPECTIONS

FACILITY NO.	CITY	STREET ADDRESS	NUMBER OF UNANNOUNCED INSPECTIONS PER YEAR PURSUANT TO PAR. 4.1.s(v)
185	SAN LUIS OBISPO	196 SUBURBAN RD	4
186	SAN MATEO	1901 PACIFIC BLVD	2
187	SAN MATEO	262 19TH AVE / 288 19th AVE	4
188	SAN RAFAEL	23 MARK DR	4
189	SAN RAFAEL	96 LOUISE ST	4
190	SAN RAMON	39 BETA CT	4
191	SANTA ANA	2201 S. ANNE ST.	4
192	SANTA CLARA	1051 MARTIN AVE	4
193	SANTA CLARA	1600 COLEMAN AVE	2
194	SANTA CLARA	1700 SPACE PARK DR	2
195	SANTA CLARA	3025 RAYMOND ST	4
196	SANTA CLARA	310 MARTIN AVE	4
197	SANTA CRUZ	7070 SOQUEL AVE	4
198	SANTA ROSA	3260 SEBASTOPOL RD # 3 (listed as 3760 Sebastopol by sorting vendor)	4
199	SANTEE	10111 PROSPECT AVE	4
200	SHERMAN OAKS	4959 SEPULVEDA BLVD	4
201	SIMI VALLEY	1844 SYCAMORE DR	4
202	SIMI VALLEY	2250 WARD AVE	4
203	SONORA	142 PONDEROSA DR	4
204	SOUTH LAKE TAHOE	2075 ELOISE AVE	2
205	SOUTH SAN FRANCISCO	1477 HUNTINGTON AVE	2
206	SOUTH SAN FRANCISCO	150 SOUTH LINDEN AVE	4
207	STOCKTON	2300 E EIGHT MILE RD	4
208	STOCKTON	4051 NEWTON RD	4
209	STOCKTON	1413 BOURBON ST	4
210	STOCKTON	3707 DUCK CREEK DR	4
211	SUNNYVALE	1188 W EVELYN AVE	4
212	TAHOE CITY	2945 LAKE FOREST RD (listed as 2944 Lake Forest by sorting vendor)	2
213	TEHACHAPI	115 S CURRY ST	2
214	TEMPLETON	3880 RUTH WAY	2
215	TRACY	707 E 11TH ST	4
216	TRACY	4100 COMMERCIAL DR	2
217	TRUCKEE	11012 W RIVER ST	2
218	TURLOCK	551 S CENTER ST	4
219	TUSTIN	1301 EDINGER AVE	4
220	TUSTIN	14451 MYFORD RD	4
221	UKIAH	300 KUKI RD	2
222	VALLEJO	730 CAROLINA ST	2
223	VAN NUYS	16201 RAYMER ST / 16251 RAYMER ST	4
224	VAN NUYS	7715 BURNET AVE	4
225	VAN NUYS	14709 VANOWEN ST	4
226	VENTURA	1264 CALLENS RD (listed as 1204 Callens by sorting vendor)	2
227	VENTURA	739 E. SANTA CLARA ST	2
228	VISALIA	245 S CAIN ST	4

EXHIBIT E - SCHEDULE OF UNANNOUNCED INSPECTIONS

FACILITY NO.	CITY	STREET ADDRESS	NUMBER OF UNANNOUNCED INSPECTIONS PER YEAR PURSUANT TO PAR. 4.1.s(v)
229	VISALIA	7345 W. GOSHEN AVE, STE A	4
230	WATSONVILLE	515 CHAPPEL RD	4
231	WEST SACRAMENTO	1777 CEBRIAN ST	4
232	WEST SACRAMENTO	4000 CHANNEL DR	4
233	WILMINGTON	1418 BROAD AVE	4
234	WOODLAND	57 W KENTUCKY AVE	4
235	YOSEMITE N.P.	9036 VILLAGE DR	2
236	YREKA	314 PINE ST	2
237	YUBA CITY	1301 THARP RD	4

EXHIBIT F

Exhibit F

Protocol for Unannounced Inspection of Trash Receptacles at Covered Facilities

Background

This protocol describes how THE COMPANY will comply with the requirement contained in Paragraph 4.1.s(v) of the Final Judgment on Consent (“Consent Judgment”) to conduct unannounced inspections at each COVERED FACILITY in accordance with the frequency specified on Exhibit F (hereinafter “Unannounced Inspections”). Capitalized terms used herein shall have the same meaning as set forth in paragraph 3 of the Consent Judgment.

Unannounced Inspections

Each particular inspection at a COVERED FACILITY will be unannounced such that the THIRD PARTY INSPECTION CONTRACTORS are not made aware of the inspection before it occurs. The date that a particular inspection will occur at a COVERED FACILITY will not be shared with any of the THIRD PARTY INSPECTION CONTRACTORS’ representatives or employees. The earliest that such persons will become aware of the inspection is when the Qualified Hazardous Waste Management Consultant arrives at the COVERED FACILITY to begin the inspection of the COVERED FACILITY’S TRASH RECEPTACLES.

The COMPANY’s Environment, Health and Safety staff (“EH&S staff”) will be responsible for retaining, directing, and scheduling the Unannounced Inspection activities to be performed by the Qualified Hazardous Waste Management Consultants. EH&S staff shall maintain any required keys, combinations to locks, or other access needed to permit the Qualified Hazardous Waste Management Consultant to arrive at a particular COVERED FACILITY, gain access, and begin inspection of the COVERED FACILITY’S TRASH RECEPTACLES without assistance or interruption from other COMPANY employees, or THIRD PARTY INSPECTION CONTRACTORS.

EH&S staff will maintain independence from, and not share the date of any particular inspection with, the Network staff members who are responsible for retaining and directing the THIRD PARTY INSPECTION CONTRACTORS. Network staff and the THIRD PARTY INSPECTION CONTRACTORS will not be notified that an inspection is occurring until after the Qualified Hazardous Waste Management Consultant arrives at the COVERED FACILITY to begin the inspection.

Scheduling

In order to schedule the Unannounced Inspections, the following tasks shall occur:

- EH&S staff will be responsible for ensuring the Unannounced Inspections proceed using the then-current list of COVERED FACILITIES. Such list shall be the list of COVERED FACILITIES included in Exhibit B to the Consent Judgment, as modified by additions, deletions, or other changes as notified to and/or approved by the People as specified in Paragraph 4.0.c of this Consent Judgment.
- The COMPANY'S Property Management will be responsible for providing EH&S staff with a continually-updated schedule for trash pick-up at each COVERED FACILITY.
- EH&S staff and/or the Qualified Hazardous Waste Management Consultant will create a draft inspection schedule by utilizing a random number generator or other similar method that will prevent the THIRD PARTY INSPECTION CONTRACTORS from predicting or inferring the date of a future unannounced inspection. EH&S staff may review the results of the draft schedule and modify it for certain COVERED FACILITIES that may require more immediate attention and/or additional inspections. EH&S staff shall ensure that each COVERED FACILITY is inspected in accordance with the frequency specified on Exhibit F and shall not allow an obvious pattern of Unannounced Inspections to occur.
- The selection of the date of an inspection may take into consideration the trash pick-up schedule at a COVERED FACILITY, so as to avoid scheduling an inspection right after the TRASH RECEPTACLES have been emptied.
- EH&S staff shall communicate the schedule to the Qualified Hazardous Waste Management Consultant as far in advance as necessary for the latter's logistical planning. EH&S staff shall require that the Qualified Hazardous Waste Management Consultant not disclose the schedule to anyone else.

Conduct of Unannounced Inspections

The Unannounced Inspections shall be conducted as follows:

- EH&S staff shall provide the Qualified Hazardous Waste Management Consultant with access to the COVERED FACILITY
- Upon arriving at the COVERED FACILITY, the Qualified Hazardous Waste Management Consultant shall
 - Identify all TRASH RECEPTACLES that will be the subject of the inspection;
 - Note and make a record of the type of security applied to each TRASH RECEPTACLE (e.g., 3-c.y. dumpster with one-piece plastic lid secured by metal bar on top of front lid, with a hasp in the center secured by a combination lock; the Qualified Hazardous Waste Management Consultant may use a form with check-boxes to conveniently indicate the typical security types);

- Note and make a record of any issues relevant to security (e.g., combination lock found in open position; the California Regulated Waste Area Managers (which are the two second level/area managers hired to supervise the REGULATED WASTE MANAGERS) shall advise EH&S staff to what extent they want the nature of the item to be recorded via photograph and/or written description, as desired to support their corrective action responsibilities, discussed below);
 - Take appropriate steps to ensure that the contents of the TRASH RECEPTACLES are not changed by any other party before the inspection is completed (e.g., maintain visual surveillance throughout the inspection process to ensure that none of the TRASH RECEPTACLES are dumped or removed by another party); and
 - Identify all WASTE accumulation containers that the THIRD PARTY INSPECTION CONTRACTORS will utilize to accumulate and store UNIVERSAL WASTE or HAZARDOUS WASTE items that are retrieved from the STAGING BIN, and document whether each such accumulation container is appropriately labeled as required by the Consent Judgment. Any such accumulation container that is not properly labeled shall be photographed. Such records and photographs shall be maintained for the duration of the Consent Judgment period.
- Upon opening each TRASH RECEPTACLE, the Qualified Hazardous Waste Management Consultant shall take a photograph of the contents of the TRASH RECEPTACLE.
 - Following the photograph of the TRASH RECEPTACLE, the Qualified Hazardous Waste Management Consultant shall inspect its contents sufficiently to determine whether it contains any CONSENT JUDGMENT WASTE ITEMS. Such inspection will entail removing all of the material from the TRASH RECEPTACLE, placing it on a plastic sheet or in a plastic bag or other temporary container on the ground to facilitate closer inspection of the materials, and transferring the material back into the same or another empty TRASH RECEPTACLE. The Qualified Hazardous Waste Management Consultant may inspect the contents of the TRASH RECEPTACLE without removing all of the material only when the volume of material in the TRASH RECEPTACLE permits the Qualified Hazardous Waste Management Consultant to inspect the contents with the same degree of care as if the materials were removed from the TRASH RECEPTACLE.
 - In the course of the inspection, the Qualified Hazardous Waste Management Consultant shall remove any potential CONSENT JUDGMENT WASTE ITEMS that are found.
 - For each potential CONSENT JUDGMENT WASTE ITEM found, the Qualified Hazardous Waste Management Consultant shall make a record of the nature and number of the items and where each was found (i.e., in which TRASH RECEPTACLE at which facility).
 - At the completion of the Unannounced Inspection at each COVERED FACILITY, the Qualified Hazardous Waste Management Consultant shall make a record of the inspection, including the photograph taken when the TRASH

RECEPTACLE is first opened, a summary of the inspection, and a description and photograph of all potential CONSENT JUDGMENT WASTE ITEMS found. Such records shall be maintained for the duration of the Consent Judgment period.

Corrective Action

Corrective action shall be pursued as follows:

- EH&S staff shall PROMPTLY convey the findings from each inspection to the relevant REGULATED WASTE MANAGER both orally and in writing.
- The California Regulated Waste Area Managers shall in a written record identify reasons for deviations of CONSENT JUDGMENT WASTE ITEMS noted in the inspection findings (except if the reason(s) for any such deviation is unknown, specify “unknown”), identify appropriate corrective action, and make a record of what corrective action was taken. Such record will be maintained for the duration of the Consent Judgment period. These responsibilities may be discharged in part through the REGULATED WASTE MANAGER relevant to the COVERED FACILITY in question.

EXHIBIT G

Exhibit G
Disbursement of Civil Penalties

Row #	Attorney General, District Attorneys and City Attorneys Offices Receiving Civil Penalties	Total Business & Professions Code §§ 17200 and 17206 Penalties to be Paid
1	Attorney General's Office (<i>see endnote</i>) ⁱ	\$8,600,000
2	Alameda County District Attorney's Office (<i>see endnote</i>) ⁱⁱ	\$6,200,000
3	Amador County District Attorney's Office	\$6,000
4	Butte County District Attorney's Office	\$18,000
5	Calaveras County District Attorney's Office	\$6,000
6	Contra Costa County District Attorney's Office	\$104,000
7	El Dorado County District Attorney's Office	\$12,000
8	Fresno County District Attorney's Office	\$100,000
9	Humboldt County District Attorney's Office	\$6,000
10	Kern County District Attorney's Office	\$36,000
11	Kings County District Attorney's Office	\$12,000
12	Lake County District Attorney's Office	\$6,000
13	Los Angeles County District Attorney's Office	\$144,000
14	Los Angeles City Attorney's Office	\$124,000
15	Madera County District Attorney's Office(<i>see endnote</i>) ⁱⁱⁱ	\$6,000
16	Marin County District Attorney's Office	\$42,000
17	Mariposa County District Attorney's Office	\$12,000
18	Mendocino County District Attorney's Office	\$6,000
19	Merced County District Attorney's Office	\$6,000

Exhibit G
Disbursement of Civil Penalties

Row #	Attorney General, District Attorneys and City Attorneys Offices Receiving Civil Penalties	Total Business & Professions Code §§ 17200 and 17206 Penalties to be Paid
20	Monterey County District Attorney's Office	\$60,000
21	Napa County District Attorney's Office	\$21,000
22	Nevada County District Attorney's Office	\$18,000
23	Orange County District Attorney's Office	\$100,000
24	Placer County District Attorney's Office(<i>see endnote</i>) ^{iv}	\$69,000
25	Plumas County District Attorney's Office	\$12,000
26	Riverside County District Attorney's Office (<i>see endnote</i>) ^v	\$24,000
27	Sacramento County District Attorney's Office (<i>see endnote</i>) ^{vi}	\$100,000
28	San Benito County District Attorney's Office	\$6,000
29	San Bernardino County District Attorney's Office	\$18,000
30	San Diego City Attorney's Office	\$68,000
31	San Diego County District Attorney's Office	\$54,000
32	San Francisco County District Attorney's Office	\$122,000
33	San Joaquin County District Attorney's Office	\$100,000
34	San Luis Obispo County District Attorney's Office	\$36,000
35	San Mateo County District Attorney's Office	\$60,000
36	Santa Clara County District Attorney's Office	\$150,000
37	Santa Cruz County District Attorney's Office	\$33,000
38	Shasta County District Attorney's Office	\$21,000

**Exhibit G
Disbursement of Civil Penalties**

Row #	Attorney General, District Attorneys and City Attorneys Offices Receiving Civil Penalties	Total Business & Professions Code §§ 17200 and 17206 Penalties to be Paid
39	Siskiyou County District Attorney's Office	\$12,000
40	Solano County District Attorney's Office (<i>see endnote</i>) ^{vii}	\$27,000
41	Sonoma County District Attorney's Office	\$45,000
42	Stanislaus County District Attorney's Office	\$54,000
43	Sutter County District Attorney's Office	\$21,000
44	Tehama County District Attorney's Office	\$6,000
45	Tulare County District Attorney's Office	\$24,000
46	Ventura County District Attorney's Office	\$6,000
47	Tuolumne County District Attorney's Office	\$24,000
48	Yolo County District Attorney's Office	\$63,000
	TOTAL PENALTIES (<i>see endnote</i>) ^{viii}	\$16,800,000.00

ⁱ Pursuant to the terms of the Stipulation for Entry of Final Judgment, the COMPANY shall pay the Attorney General's portion of civil penalties in the total amount of \$8,600,000.00 pursuant to Business and Professions Code section 17200 et seq. The check for the Attorney General's portion of civil penalties shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The checks shall bear on its face the case name ("People v. AT&T") and the internal docket number for this matter (OK2012506371). The money paid to the Attorney General pursuant to this Final Judgment and Permanent Injunction on Consent shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et

Exhibit G
Disbursement of Civil Penalties

seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens. The payment, and any interest derived therefrom shall solely and exclusively augment the budget of the Attorney General's Office as it pertains to the Environment Section of the Public Rights Division and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

ⁱⁱ Pursuant to the terms of the Final Judgment and Permanent Injunction on Consent, the Alameda County District Attorney's Office's (hereinafter "ACDA") share of the penalty settlement amount is \$8,200,000. Of this amount, a total of \$2,000,000 will be redistributed to the district attorneys of the counties and city attorneys listed in rows 3 to 48 of this Exhibit G (which have COVERED FACILITIES within their jurisdiction), apportioned in the amounts specified in Exhibit G. Separate checks will be issued by ACDA to each individual office in the amount specified.

ⁱⁱⁱ The money paid to the Madera District Attorney as penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

^{iv} The money paid to the Placer District Attorney penalties, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

^v The money paid to the Riverside County District Attorney's Office as civil penalties pursuant to this stipulation, shall be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

^{vi} The money paid to the Sacramento District Attorney as penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

^{vii} Court further orders that these proceeds are designated as non-supplanting funds to be used by the Solano County District Attorney's Office only for the investigation and prosecution of environmental protection cases including, without limitation, those cases that can potentially be

Exhibit G
Disbursement of Civil Penalties

brought as unfair competition actions pursuant to B&P Code Section 17200 et seq.

^{viii} Pursuant to Government Code section 26506, any civil penalties recovered in a civil action brought jointly in the name of the People of the State of California by the Attorney General and any combination of one or more district attorneys or city attorneys shall be paid as approved by the Court.

EXHIBIT H

Exhibit H

SUPPLEMENTAL ENVIRONMENTAL PROJECTSⁱ

1. **California Department of Toxic Substances Control.** The COMPANY shall provide the amount of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) to be used by the California Department of Toxic Substances Control for the procurement of laboratory equipment to be used in the testing of substances for hazardous characteristics, including, but not limited to, testing performed at the request of the People.
2. **Craig Thompson Environmental Protection Prosecution Fund.** The COMPANY shall provide the amount of SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000) to be used by the Craig Thompson Environmental Protection Prosecution Fund (“EPPF Fund”) for purposes consistent with the mission of the Trust for the EPPF fund.
3. **California District Attorneys Association Environmental Circuit Prosecutor Project.** The COMPANY shall provide the amount of THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) to be used by the California District Attorneys Association Environmental Circuit Prosecutor Project for the purposes consistent with the objectives of the Environmental Circuit Prosecutor Project.
4. **Alameda County Environmental Health Services.** The COMPANY shall provide the total amount of FIFTY THOUSAND DOLLARS (\$50,000) to the Alameda County Environmental Health Services to fund hazardous waste enforcement training programs for their local environmental enforcement personnel.
5. **City of Berkeley Toxics Management Division.** The COMPANY shall provide the total amount of FIFTY THOUSAND DOLLARS (\$50,000) to the City of Berkeley Toxics Management Division to fund hazardous waste enforcement training programs for their local environmental enforcement personnel.
6. **City of Fremont Fire Department Hazardous Materials Unit.** The COMPANY shall provide the total amount of SEVENTY THOUSAND DOLLARS (\$70,000) to the City of Fremont Fire Department Hazardous Materials Unit to fund hazardous waste enforcement training programs for their local environmental enforcement personnel.
7. **City of Hayward Fire Department Hazardous Materials Unit.** The COMPANY shall provide the total amount of FORTY-FIVE THOUSAND DOLLARS (\$45,000) to the City of Hayward Fire Department Hazardous Materials Unit to fund hazardous waste enforcement training programs for their local environmental enforcement personnel.

8. **Livermore-Pleasanton Fire Department, Hazardous Materials Unit.** The COMPANY shall provide the total amount of SIXTY THOUSAND DOLLARS (\$60,000) to the Livermore-Pleasanton Fire Department, Hazardous Materials Unit to fund hazardous waste enforcement training programs for their local environmental enforcement personnel. The check shall be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account".

9. **City of Oakland Fire Department Hazardous Materials Unit.** The COMPANY shall provide the total amount of SIXTY-FIVE THOUSAND DOLLARS (\$65,000) to the City of Oakland Fire Department Hazardous Materials Unit to fund hazardous waste enforcement training programs for their local environmental enforcement personnel.

10. **City of San Leandro Environmental Services.** AT&T shall provide the total amount of SIXTY THOUSAND DOLLARS (\$60,000) to the City of San Leandro Environmental Services to fund hazardous waste enforcement training programs for their local environmental enforcement personnel.

ⁱ The agencies receiving funds for the supplemental environmental projects defined herein shall ensure that these funds are expended for the purposes specified in this Exhibit I, and shall until the exhaustion of the funds provide annual reports describing the specific use of the funds and describing the activities completed. These reports shall be submitted to the People pursuant to Paragraph 9.

EXHIBIT I

Exhibit I

Reimbursement of Costs

Row #	California Attorney General, District Attorneys and Agency Receiving Reimbursement of Costs	Total Costs to be Paid
1	California Attorney General's Office(<i>see endnote</i>) ¹	\$975,000
2	Alameda County District Attorney's Office	\$975,000
3	Department of Toxic Substances Control	\$50,000
4	Total Reimbursement of Costs	\$2,000,000

¹ Pursuant to the terms of the Final Judgment and Permanent Injunction on Consent, the COMPANY shall pay \$975,000.00 to the California Attorney General's Office for reimbursement of the Attorney General's attorney's fees, costs of investigation and other enforcement costs incurred in connection with this matter. The check for the Attorney General's portion of costs shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The checks shall bear on its face the case name ("People v. AT&T") and the internal docket number for this matter (OK2012506371). The money paid to the Attorney General pursuant to this Final Judgment and Permanent Injunction on Consent shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens. The payment, and any interest derived therefrom shall solely and exclusively augment the budget of the Attorney General's Office as it pertains to the Environment Section of the Public Rights Division and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

EXHIBIT J

Exhibit J

**AT&T SUPPLEMENTAL ENVIRONMENTAL COMPLIANCE MEASURES
FOR CALIFORNIA**

The COMPANY will allocate at least \$2 million over the five years following entry of this Final Judgment on Consent to the Supplemental Environmental Compliance Measures in California set forth below. The annual status reports required pursuant to Paragraph 22 of this Final Judgment on Consent (to be signed under penalty of perjury by a responsible corporate official representing the COMPANY) shall document the expenditures by the COMPANY during the preceding year on these Supplemental Environmental Compliance Measures. The corporate official signing the annual status report may rely on normal company project tracking systems that capture employee expenditures and external payments to outside vendors.

If the COMPANY has not incurred costs of \$2 million for these Supplemental Environmental Compliance Measures during the five-year period following entry of this Final Judgment on Consent, then the COMPANY shall pay the difference of its actual costs incurred and \$2 million, as an additional payment to the People within forty-five (45) days of the end of the five year period. In the event that this additional payment is made by the COMPANY, the People will move the Court for an order which will characterize the nature of the payment and identify the entity or entities to whom the payment shall be distributed.

A. Employment of California Regulated Waste Managers for October 2014 through October 2019.

- Employment of two full-time second-level / area Regulated Waste Managers in California whose sole function will be to supervise first-level Regulated Waste Managers in California.
- Employment of no fewer than twelve (12) full-time first level Regulated Waste Managers in California whose sole function will be to oversee the MANAGEMENT of CONSENT JUDGMENT WASTE ITEMS (and to the extent of their availability after overseeing the MANAGEMENT of CONSENT JUDGMENT WASTE ITEMS, other WASTE items, at all COVERED FACILITIES).

Estimated Budget for Additional Staffing:

Total annual base salaries or wages (including non-salary employee benefits, but not including bonuses)	\$ 11,621,000
Total expenses	\$ 97,000
Total estimated salaries and expenses for additional California Regulated Waste Managers (over five years)	\$ 11,718,000

B. Third-Party Trash Inspections from October 2014 through October 2019.

- Since January 2013, beginning with some COVERED FACILITIES and gradually expanding to all COVERED FACILITIES, the COMPANY has employed THIRD PARTY INSPECTION CONTRACTORS to inspect the contents of STAGING BINS at COVERED FACILITIES before their contents are deposited in locked trash bins for disposal at non-hazardous waste landfills. The COMPANY spent \$1,482,525 to perform these inspections in 2013 and \$1,294,701 to perform these inspections in January through June 2014.
- The COMPANY intends to retain THIRD PARTY INSPECTION CONTRACTORS to continue to inspect the contents of STAGING BINS at COVERED FACILITIES at the minimum frequency set forth in **EXHIBIT B** (subject to modification pursuant to paragraph 4.1.s.(iii) of the Final Judgment on Consent). THIRD PARTY INSPECTION CONTRACTORS shall be provided training pursuant to the requirements of paragraph 4.1.s.(iv) of the Final Judgment on Consent.

Estimated Budget for Third Party Inspection Contractors:

Estimated 5 year contract expense	\$ 16,246,000
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C. Unannounced Inspections from October 2014 through October 2019

- The COMPANY intends to retain qualified HAZARDOUS WASTE MANAGEMENT consultants to inspect the contents of the TRASH RECEPTACLES, pursuant to paragraph 4.1.s.(v) of the Final Judgment on Consent, at each COVERED FACILITY in accordance with the frequency specified on **EXHIBIT F** (subject to modification pursuant to paragraph 4.1.s.(v) of the Final Judgment on Consent) to verify that the THIRD PARTY INSPECTION CONTRACTORS are completing their tasks in a satisfactory manner.

Estimated Budget for Unannounced Inspections:

Estimated 5 year contract expense	\$ 2,390,000
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