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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

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12  
13 **THE PEOPLE OF THE STATE OF CALIFORNIA,**

Plaintiff,

14  
15 v.

16 **FRONTIER CALIFORNIA, INC., a**  
17 **California Corporation,**

18 Defendant.

Case No.

**STIPULATION FOR ENTRY OF FINAL JUDGMENT ON CONSENT**

*Additional Attorneys for Plaintiff the People of the State of California*

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PRE-FILING VERSION

1 This Stipulation for Entry of Final Judgment (“Stipulation”) is entered into by Plaintiff the  
2 People of the State of California, by and through Rob Bonta, Attorney General of the State of  
3 California; Pamela Y. Price, District Attorney of Alameda County, and Stephen M. Wagstaffe,  
4 District Attorney of San Mateo County (collectively referred to herein as “the People” or  
5 “Plaintiff”), and Defendant Frontier California Inc., a California Corporation (hereinafter  
6 “Defendant”). For purposes of this Stipulation, the People and Defendant shall be referred to  
7 collectively as the “Parties.”

8 **The Parties stipulate as follows:**

9 1. The Court has jurisdiction of the subject matter hereof and the Parties to this  
10 Stipulation.

11 2. The [Proposed] Final Judgment and Permanent Injunction (“Final Judgment”), a  
12 true and correct copy of which is attached hereto as **Exhibit 1**, may be entered by any judge of  
13 the Los Angeles County Superior Court.

14 3. The Parties agree that this Court shall retain jurisdiction for purposes specified in  
15 the Final Judgment.

16 4. The People have filed a Complaint for Injunctive Relief, Civil Penalties, and Other  
17 Relief (“Complaint”). As set forth in the Complaint, the People allege that Defendant violated  
18 California’s Hazardous Waste Control Law, Health and Safety Code section 25100, et seq. and  
19 the regulations promulgated under California Code of Regulations title 22, section 66260.1 et seq.  
20 (collectively, the “HWCL”) and Business and Professions Code section 17200, et seq. (the  
21 “UCL”). More specifically, the People allege that Defendant violated the HWCL and the UCL by  
22 failing to comply with disposal, determination, storage, container, labeling, marking,  
23 accumulation time limit, transportation, manifest, training, sending, tracking, and waste generator  
24 identification requirements applicable to hazardous waste and/or universal waste in connection  
25 with Defendant’s specified facilities in California from October 25, 2008, through and including  
26 the date of filing of the Complaint.

27 5. After engaging in settlement negotiations, the Parties have agreed to resolve the  
28 allegations contained in the People’s Complaint via entry of the Final Judgment.

1           6.       The People will file a notice of motion and motion with the Court, unopposed by  
2 Defendant, for approval of entry of the Final Judgment.

3           7.       Defendant represents that Defendant's representative(s) has the authority to bind  
4 Defendant to the terms of the Final Judgment, and that Defendant's officers and managers have  
5 the authority to make any representations, submissions, or certifications required or permitted by  
6 the terms of the Final Judgment.

7           8.       The individuals signing below represent that they have been authorized by the  
8 Parties they represent to sign this Stipulation.

9           9.       This Stipulation may be executed in counterparts, and the Parties agree that a  
10 facsimile signature or electronic signature shall be deemed to be, and shall have the full force and  
11 effect as, an original signature.

12          10.       The People believe that the resolution embodied in the Final Judgment is fair and  
13 reasonable and fulfills the People's enforcement objectives; that the terms of the Final Judgment  
14 are appropriate; that no further action is warranted concerning the violations alleged in the  
15 Complaint, except as provided in the Final Judgment; and that entry of the Final Judgment is in  
16 the best interest of the public.

17          11.       Defendant agrees that the Final Judgment is a fair and reasonable resolution of the  
18 matters alleged in the Complaint.

19          12.       The Parties hereby waive their right to move for a new trial or otherwise seek to  
20 set aside the Final Judgment through any collateral attack, and further waive their right to appeal  
21 from the Final Judgment.

22          13.       Defendant will accept service of any Notice of Entry of Judgment and any other  
23 documents or filings entered in this action by delivery to their counsel of record by electronic  
24 service at [jhahn@mayerbrown.com](mailto:jhahn@mayerbrown.com) and [rpatrick@mayerbrown.com](mailto:rpatrick@mayerbrown.com). Defendant agrees that  
25 electronic service of the Notice of Entry of Judgment will be deemed personal service upon it for  
26 all purposes.

27          14.       The Parties, after opportunity for review by counsel, hereby stipulate and consent  
28 to the entry of the Final Judgment.

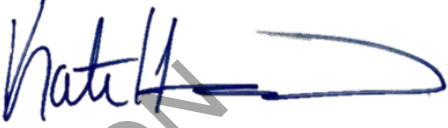
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**IT IS SO STIPULATED.**

FOR PLAINTIFF THE PEOPLE OF THE STATE OF CALIFORNIA:

Dated: December 4, 2024

Respectfully Submitted,  
  
ROB BONTA  
Attorney General of California  
DENNIS L. BECK, JR.  
Acting Senior Assistant Attorney General



KATE M. HAMMOND  
TAYLOR G. RHODES  
Deputy Attorneys General

Dated: December 4, 2024

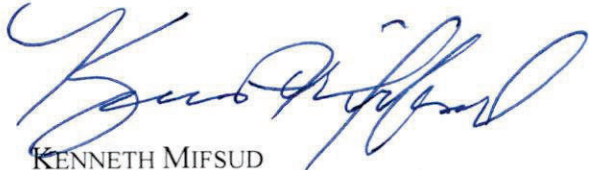
PAMELA Y. PRICE  
District Attorney of the County of Alameda



CARLOS JORGE ENRIQUE GUZMAN  
Deputy District Attorney

Dated: 12/2, 2024

STEPHEN M. WAGSTAFFE  
District Attorney of the County of San Mateo



KENNETH MIFSUD  
Deputy District Attorney in Charge

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FOR DEFENDANT, FRONTIER CALIFORNIA INC.:

Dated: November 22, 2024



Name: Mark D. Nielsen  
Title: Chief Legal and Regulatory Officer

APPROVED AS TO FORM:

Dated Nov. 22, 2024



John S. Hahn, Esq.  
Roger W. Patrick, Esq.  
Mayer Brown LLP  
*Attorneys for Frontier California, Inc.*

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# **EXHIBIT 1**

1 ROB BONTA  
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2 DENNIS L. BECK, JR.  
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*Attorneys for Plaintiff the People of the State of California*  
7 *[Additional attorneys for Plaintiff listed on following page]*

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

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13 **THE PEOPLE OF THE STATE OF CALIFORNIA,**

Plaintiff,

v.

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15  
16 **FRONTIER CALIFORNIA, INC., a**  
17 **California Corporation,**

Defendant.

Case No.

**[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT**



1 *Additional Attorneys for Plaintiff the People of the State of California*

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Sr. Asst. District Attorney  
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PRE-FILING VERSION

1 WHEREAS, the PEOPLE OF THE STATE OF CALIFORNIA, (collectively referred to  
2 herein as “the People”) by and through Rob Bonta, Attorney General of the State of California,  
3 Pamela Y. Price, District Attorney of the County of Alameda, and Stephen M. Wagstaffe, District  
4 Attorney of San Mateo County (collectively referred to herein as “the People”) and Defendant  
5 FRONTIER CALIFORNIA INC., a California Corporation, and collectively with the People  
6 referred to as the “Parties,” by their respective attorneys, entered into a Stipulation for Entry of  
7 Final Judgment and Permanent Injunction in this matter (“Stipulation”) and thereby have  
8 consented to the entry of this Final Judgment and Permanent Injunction on Consent (“Final  
9 Judgment on Consent”);

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

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

14 **FINAL JUDGMENT AND INJUNCTION ON CONSENT**

15 **1. JURISDICTION**

16 The Parties stipulated and agreed that the Superior Court of California, County of Los  
17 Angeles has subject matter jurisdiction over the matters alleged in this action and personal  
18 jurisdiction over the Parties to this Final Judgment on Consent. FRONTIER owns and/or operates  
19 COVERED FACILITIES throughout California, including a facility in Los Angeles County.

20 **2. SETTLEMENT OF DISPUTED CLAIMS**

21 This Final Judgment on Consent is not an admission by FRONTIER regarding any issue of  
22 law or fact in the above-captioned matter or of any violation of law. The Parties enter into this  
23 Final Judgment on Consent pursuant to a compromise and settlement of disputed claims for  
24 purposes of furthering the public interest. The People believe: (i) that the resolution embodied in  
25 this Final Judgment on Consent is fair and reasonable and fulfills the People’s enforcement  
26 objectives; (ii) that, except as provided in this Final Judgment on Consent, no further action is  
27 warranted concerning the allegations contained in the Complaint for Permanent Injunction, Civil  
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1 Penalties, and Other Equitable Relief (“Complaint”); and (iii) that entry of this Final Judgment on  
2 Consent is in the best interest of the public. This Final Judgment on Consent is and represents a  
3 compromise of disputed claims, and the Parties’ execution of the Stipulation is not intended to and  
4 shall not constitute an admission of wrongdoing or liability by FRONTIER. FRONTIER agrees  
5 that this Final Judgment on Consent is a fair and reasonable resolution of the matters alleged in the  
6 Complaint. The Parties also have waived their respective rights to appeal from this Final  
7 Judgment on Consent.

8 **3. DEFINITIONS**

9 Except where otherwise expressly defined in this Final Judgment on Consent, all terms shall  
10 be interpreted consistently with chapter 6.5 of division 20 of the California Health and Safety  
11 Code and the title 22 California Code of Regulations promulgated under that chapter. The  
12 following terms used in this Final Judgment on Consent shall have the meaning(s) set forth below:

13 A. “AEROSOL CAN,” “HAZARDOUS WASTE AEROSOL CAN,” and “UNIVERSAL  
14 WASTE AEROSOL CAN” shall each have the corresponding definition as set forth in California  
15 Health and Safety Code section 25201.16, subdivisions (a)(1), (4) and (6).

16 B. “BATTERY” or “BATTERIES” shall have the same definition as set forth in  
17 California Code of Regulations, title 22, section 66273.9, except those items listed in section  
18 66273.2, subdivision (b)(1)(A).

19 C. “CERTIFICATION” shall mean a written declaration under penalty of perjury  
20 including the language set forth in Paragraph 18, below, signed by a FRONTIER managerial level  
21 representative in charge of environmental compliance matters, or by a FRONTIER officer who is  
22 authorized to bind FRONTIER.

23 D. “CERTIFIED UNIFIED PROGRAM AGENCY” or “CUPA” is an agency certified by  
24 the California Environmental Protection Agency pursuant to the requirements of chapter 6.11 of  
25 the California Health and Safety Code, and title 27 of the California Code of Regulations, to  
26 implement certain State environmental programs within the local agency’s jurisdiction.  
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1 E. "COVERED EMPLOYEE" and "COVERED EMPLOYEES" mean FIELD  
2 TECHNICIANS, WAREHOUSE EMPLOYEES, and other FRONTIER employees in California  
3 who work at COVERED FACILITIES and whose job duties there require the MANAGEMENT of  
4 COVERED WASTE ITEMS in California.

5 F. "COVERED FACILITY" or "COVERED FACILITIES" means: (i) the warehouses  
6 and field service technician facilities (i.e., garage work centers), and other facilities owned, leased,  
7 and/or operated in the State of California by FRONTIER that are listed in **Exhibit A** attached and  
8 made a part of this Final Judgment on Consent by this reference, as it may be amended in  
9 accordance with Paragraph 4.1.a and (ii) any other facilities in the State of California that  
10 FRONTIER owns or operates after the EFFECTIVE DATE at or from which COVERED WASTE  
11 ITEMS or COVERED SCRAP METAL are MANAGED and to which FIELD TECHNICIANS  
12 are assigned and regularly unload COVERED WASTE ITEMS or COVERED SCRAP METAL  
13 for MANAGEMENT at such facilities.

14 G. "COVERED SCRAP METAL" means all cable, telephone, data, and WIFI service  
15 equipment that constitutes SCRAP METAL, including, but not limited to, WASTE cable, splitters,  
16 filters, taps, traps, multi-switches, diplexers, and triplexers, meeting the definition of "SCRAP  
17 METAL" as set forth in California Code of Regulations, title 22., section 66273.9 and that are not  
18 otherwise excluded from that definition in section 66273.9, subdivision (b).

19 H. "COVERED WASTE ITEMS" shall mean (i) non-empty HAZARDOUS WASTE  
20 AEROSOL CANS or non-empty UNIVERSAL WASTE AEROSOL CANS, as defined in Health  
21 and Safety Code section 25201.16 and California Code of Regulations, title 22, section 66261.7,  
22 subdivision (m); (ii) ELECTRONIC DEVICES; and the following items when they have become  
23 WASTE: (iii) BATTERIES; and (iv) OTHER USED ITEMS.

24 I. "DESTINATION FACILITY" shall have the definition as set forth in California Code  
25 of Regulations, title 22, section 66273.9.

1 J. "DISCARDED" shall have the same meaning as set forth in Health and Safety Code  
2 section 25124, subdivision (b) or California Code of Regulations, title 22, section 66261.2,  
3 subdivisions (b) through (f).

4 K. "DTSC" means the California Department of Toxic Substances Control or its  
5 successor agency.

6 L. "EFFECTIVE DATE" means the date on which the Court enters this Final Judgment  
7 on Consent.

8 M. "ELECTRONIC DEVICE" or "ELECTRONIC DEVICES" shall have the same  
9 meaning as set forth in California Code of Regulations, title 22, section 66273.9. For purposes of  
10 this Final Judgment on Consent, the term ELECTRONIC DEVICES may include, for example,  
11 WASTE remote controls, WASTE power adapters and supplies, WASTE field testing equipment,  
12 other WASTE telephone, data and WIFI service equipment (modem, routers, booster, extenders)  
13 that in each case contains a printed circuit board(s), and HAZARDOUS SERIALIZED  
14 EQUIPMENT.

15 N. "FIELD SERVICE CONTRACTOR" shall mean any contractor of FRONTIER in  
16 California who performs on-site cable, telephone, data, WIFI service installations, connections,  
17 reconnections, disconnections, maintenance, or equipment upgrades or downgrades at FRONTIER  
18 customer premises.

19 O. "FIELD TECHNICIANS" means those FRONTIER employees in California whose  
20 primary duties or responsibilities include performing services, such as construction, installations,  
21 connections, reconnections, disconnections, maintenance, or equipment upgrades or downgrades  
22 with respect to ELECTRONIC DEVICES or SERIALIZED EQUIPMENT at FRONTIER  
23 customer premises, including, but not limited to, those employees known as field services  
24 technicians, installation technicians, and maintenance technicians.

25 P. "FINAL COURT DETERMINATION" shall mean the entry of a final appealable  
26 order by the California Superior Court, unless the losing party has timely appealed to the  
27 California appellate court and obtained a stay of the Superior Court's order (either from the  
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1 Superior Court, or from the appellate court), in which case the term shall mean a final California  
2 appellate court decision from which no further appeal may be taken.

3 Q. "FOREIGN DESTINATION" shall have the same definition as set forth in California  
4 Code of Regulations, title 22, section 66273.9.

5 R. "FRONTIER" shall mean Defendant FRONTIER CALIFORNIA INC., a California  
6 Corporation, together with its successors and assigns.

7 S. "GENERATOR" shall have the same definition as set forth in California Code of  
8 Regulations, title 22, section 66260.10.

9 T. "HAZARDOUS" and "HAZARDOUS CHARACTERISTIC" shall have the same  
10 meaning as set forth in California Code of Regulations, title 22, section 66261.3 and sections  
11 66261.20 through 66261.24.

12 U. "HAZARDOUS WASTE" shall have the same definition as set forth in Health and  
13 Safety Code section 25117 and California Code of Regulations, title 22, section 66260.10 and  
14 includes "extremely hazardous waste" as defined in Health and Safety Code section 25115.

15 V. "HAZARDOUS WASTE CONTROL LAW" or "HWCL" shall mean chapter 6.5 of  
16 division 20 of the California Health and Safety Code, and the title 22 California Code of  
17 Regulations promulgated under that chapter, as they may be amended.

18 W. "HAZARDOUS WASTE MANAGEMENT," "MANAGEMENT," "MANAGE," and  
19 "MANAGED" shall have the same meaning as those terms are used in California Health and  
20 Safety Code section 25117.2.

21 X. "OTHER GOVERNMENTAL AGENCY," or "OTHER GOVERNMENTAL  
22 AGENCIES" shall mean an agency of the State of California or of its political subdivisions.

23 Y. "OTHER USED ITEMS" means HAZARDOUS sealants, adhesives, and silicone.

24 Z. "PERSON" and "PERSONS" shall have the same meaning as set forth in Health and  
25 Safety Code section 25118.

26 AA. "PROMPTLY" shall mean as soon as reasonably practicable.  
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1 BB. "RECYCLE" and "RECYCLING" shall have the same definition as set forth in Health  
2 and Safety Code section 25121.1.

3 CC. "REFURBISH" or "REFURBISHMENT" shall mean to test, clean, or repair a product  
4 for reuse in service.

5 DD. "REVERSE LOGISTICS" means all operations and procedures related to the  
6 movement of potentially serviceable and unserviceable products, equipment or other material (or  
7 the movement of such products, equipment or other material to determine whether they are  
8 serviceable), including, but not limited to, ELECTRONIC DEVICES, used remote controls, used  
9 power adapters and supplies, used field testing equipment, used cable, telephone, data, WIFI  
10 service equipment containing a printed circuit board, used SERIALIZED EQUIPMENT, and  
11 OTHER USED ITEMS, for the purpose of reuse, RECYCLING, or proper disposal.

12 EE. "REVERSE LOGISTICS CONTRACTOR" shall mean any contractor of FRONTIER,  
13 direct subcontractor of FRONTIER, or independent contractor of FRONTIER that engages in  
14 REVERSE LOGISTICS on behalf of FRONTIER at COVERED FACILITIES.

15 FF. "SCRAP METAL" shall have the same definition as set forth in California Code of  
16 Regulations, title 22, section 66273.9 and as used in section 66261.6. For purposes of this Final  
17 Judgment on Consent, SCRAP METAL may, for example, include splitters, filters, taps, traps,  
18 drop amplifiers and WASTE cable that is not otherwise excluded from the definition of SCRAP  
19 METAL in Cal. Code of Regulations, title 22, section 66273.9.

20 GG. "SERIALIZED EQUIPMENT" shall mean all telephone, data, WIFI equipment and  
21 devices deployed by FRONTIER that are tracked by serial number, bar-coding, or a similar  
22 tracking system, including, but not limited to, set top (video/digital) boxes, receivers, DVRs,  
23 modems, network interface units, routers, electronic module termination apparatus ("EMTAs"),  
24 and gateway devices. COVERED SCRAP METAL is excluded from this definition.

25 HH. "UNIVERSAL WASTE" shall have the same definition as set forth in California Code  
26 of Regulations, title 22, sections 66261.9 and 66273.9.

1 II. "UNIVERSAL WASTE HANDLER" shall have the same definition as set forth in  
2 California Code of Regulations, title 22, section 66273.9.

3 JJ. "WAREHOUSE EMPLOYEES" shall mean those FRONTIER employees in  
4 California who work at FRONTIER COVERED FACILITIES and whose duties or responsibilities  
5 there include the MANAGEMENT of items or materials that, when DISCARDED, become  
6 COVERED WASTE ITEMS.

7 KK. "WASTE" shall have the same definition set forth in Health and Safety Code section  
8 25124 or California Code of Regulations, title 22, section 66261.2.

9 **4. INJUNCTIVE RELIEF**

10 Pursuant to the provisions of California Health and Safety Code sections 25181 and 25184,  
11 California Business and Professions Code section 17203, and Government Code sections 12607  
12 and 12610, with respect to the COVERED FACILITIES, FRONTIER is permanently enjoined to  
13 comply with the injunctive provisions of this Final Judgment on Consent. Failure to comply with  
14 this Final Judgment on Consent and the specific additional injunctive provisions that follow may  
15 subject FRONTIER to sanctions, including, but not limited to, contempt and additional penalties  
16 in this action as well as any separate enforcement action that may be brought. Notwithstanding  
17 any other provision in this Final Judgment on Consent, nothing in this Final Judgment on Consent  
18 shall relieve FRONTIER from complying with all applicable minimum standards set forth in the  
19 HWCL.

20 **4.1. SPECIFIC INJUNCTIVE PROVISIONS**

21 **4.1.a. COVERED FACILITIES:**

22 **(i). Removal of a COVERED FACILITY Due To Change in**

23 **FRONTIER'S Ownership or Operator Status:** At any time after the EFFECTIVE DATE,  
24 FRONTIER shall provide written notice to the People that FRONTIER no longer owns, leases, or  
25 operates a particular COVERED FACILITY listed on **Exhibit A**. Said notice shall be provided  
26 within forty-five (45) calendar days following a change in ownership or operator status (including  
27 leasing status) of a designated COVERED FACILITY, at which time such facility shall be deemed  
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1 to have been removed from **Exhibit A** and will no longer be considered a COVERED FACILITY.  
2 The notice shall include a written CERTIFICATION to the People that: (1) FRONTIER has not  
3 left any HAZARDOUS WASTE or UNIVERSAL WASTE MANAGED by FRONTIER at said  
4 COVERED FACILITY; and (2) at the time that FRONTIER was closing its operations at said  
5 COVERED FACILITY, any such HAZARDOUS WASTE and UNIVERSAL WASTE was  
6 lawfully disposed of or otherwise MANAGED in accordance with the HWCL. Nothing in this  
7 Final Judgment on Consent shall be deemed to make FRONTIER responsible for HAZARDOUS  
8 WASTE or UNIVERSAL WASTE generated by others and not MANAGED by FRONTIER at  
9 the COVERED FACILITY after FRONTIER no longer owns, leases, or operates a COVERED  
10 FACILITY.

11 **(ii). Adding a COVERED FACILITY:** FRONTIER shall provide written  
12 notice to the People and identify any facility in California that becomes owned, leased or operated  
13 by FRONTIER after the EFFECTIVE DATE when said facility meets the “qualifying criteria” set  
14 forth in the definition of COVERED FACILITIES. FRONTIER shall provide said written notice  
15 within thirty (30) calendar days following the date on which each such new facility is owned,  
16 leased or operated by FRONTIER and meets the “qualifying criteria.” Each such facility shall be  
17 deemed a COVERED FACILITY and shall be deemed added to the list of COVERED  
18 FACILITIES in **Exhibit A**.

19 **(iii). Removal of a COVERED FACILITY No Longer Meeting the Qualifying**  
20 **Criteria:** At any time after the EFFECTIVE DATE, FRONTIER may provide written notice to  
21 the People that a COVERED FACILITY listed on **Exhibit A** no longer meets the “qualifying  
22 criteria” set forth in the definition of COVERED FACILITIES. Such notice will include an  
23 explanation of FRONTIER’s position supporting its request for removal. The notice shall also  
24 include a written CERTIFICATION to the People that as of the date that FRONTIER discontinued  
25 the operations that met the “qualifying criteria” at that COVERED FACILITY, that FRONTIER  
26 lawfully disposed of or otherwise MANAGED HAZARDOUS WASTE and UNIVERSAL  
27 WASTE that FRONTIER had remaining at that COVERED FACILITY in accordance with the  
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1 HWCL. If the People do not within sixty (60) calendar days after receipt of such notice provide  
2 notice to FRONTIER of an objection or concern about FRONTIER's determination that a  
3 particular COVERED FACILITY no longer meets the qualifying criteria, the People will be  
4 deemed to have consented to the facility no longer being a COVERED FACILITY and that  
5 facility shall be deemed removed from the list of COVERED FACILITIES in **Exhibit A**. If the  
6 People object to FRONTIER's notice and provide timely notice of objection, the notice to  
7 FRONTIER will include the basis for the People's objection or concern. The Parties will within  
8 thirty (30) calendar days thereafter meet to discuss FRONTIER's determination and the People's  
9 concern or objection. If the Parties have not reached agreement on FRONTIER's proposed  
10 removal of a COVERED FACILITY within this thirty (30) day period, and if FRONTIER  
11 continues to seek such removal, FRONTIER will provide notice to the People that it will trigger  
12 the meet-and-confer provision of Paragraph 6.3, as the precursor to an application or motion to the  
13 Court to resolve the dispute under the provisions of that paragraph. Once FRONTIER provides  
14 notice that a COVERED FACILITY listed on **Exhibit A** no longer meets the qualifying criteria,  
15 FRONTIER may only submit such notices and requests once per calendar quarter. No COVERED  
16 FACILITY shall be removed from **Exhibit A** on the basis that such facility no longer meets the  
17 qualifying criteria unless and until FRONTIER has provided the CERTIFICATION and has  
18 obtained the consent or deemed consent of the People or has obtained a FINAL COURT  
19 DETERMINATION in accordance with the procedures set forth herein.

20 **(iv). Updating the COVERED FACILITY Exhibit A:** FRONTIER shall  
21 maintain an up-to-date COVERED FACILITIES **Exhibit A** and shall make it available to the  
22 People upon request by counsel of record for the People. In addition, FRONTIER shall provide to  
23 the People an up-to-date COVERED FACILITIES **Exhibit A** with the Status Reports required by  
24 Paragraph 22.

25 **4.1.b. Unlawful Disposal:** FRONTIER shall not unlawfully dispose, or cause the  
26 unlawful disposal of, COVERED WASTE ITEMS or COVERED SCRAP METAL at or from  
27 COVERED FACILITIES in California at a point not authorized or permitted by the DTSC, in  
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1 violation of the HWCL. FRONTIER shall also not cause or allow the unlawful disposal by FIELD  
2 TECHNICIANS going to or from COVERED FACILITIES of COVERED WASTE ITEMS or  
3 COVERED SCRAP METAL, obtained from customer premises in the course and scope of their  
4 employment, at a point not authorized or permitted by the DTSC in violation of the HWCL.  
5 Unauthorized points of disposal, include, without limitation: trash receptacles, trash cans, roll-off  
6 containers or dumpsters, in each case the contents of which are destined for municipal solid waste  
7 (garbage) landfills; onto the surface or subsurface of the ground at any unauthorized location; or to  
8 a transfer station or landfill not authorized to receive HAZARDOUS WASTE; provided, however,  
9 that FRONTIER may RECYCLE COVERED SCRAP METAL at any RECYCLING facility that  
10 is authorized to accept COVERED SCRAP METAL.

11 **4.1.c. Releases to the Environment:** In the event of a release to the environment of  
12 UNIVERSAL WASTES or of residues from UNIVERSAL WASTES at and/or from COVERED  
13 FACILITIES, FRONTIER shall immediately contain such release as required by California Code  
14 of Regulations, title 22, section 66273.37.

15 **4.1.d. Labeling of Dumpsters/Roll-Off Containers and UNIVERSAL WASTE**

16 **Accumulation Containers:**

17 (i). **Dumpsters/Roll-Off Containers:** Within thirty (30) calendar days  
18 following the EFFECTIVE DATE, all COVERED FACILITY roll-off containers and dumpsters,  
19 the contents of which are destined for municipal solid waste landfills or municipal solid waste  
20 recycling facilities that are not authorized to receive HAZARDOUS WASTE, shall be labeled  
21 with a sign, substantially in the form of **Exhibit B**, attached and made a part of this Final  
22 Judgment on Consent by this reference. The sign shall clearly indicate that disposal of  
23 UNIVERSAL WASTE, HAZARDOUS WASTE, and COVERED SCRAP METAL is prohibited,  
24 and it shall include representative pictorial images or graphics that depict examples of the types of  
25 COVERED WASTE ITEMS and COVERED SCRAP METAL that shall not be disposed of into  
26 these trash receptacles.  
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1                                   (ii). **UNIVERSAL WASTE Accumulation Containers:** Upon the  
2 EFFECTIVE DATE, all COVERED WASTE ITEMS that are MANAGED by FRONTIER at  
3 COVERED FACILITIES in California as UNIVERSAL WASTES, including ELECTRONIC  
4 DEVICES that are accumulated, stored and destined for RECYCLING, shall be stored in  
5 containers, pallets, or packages (as appropriate for each type of UNIVERSAL WASTE) and  
6 labeled by FRONTIER as “UNIVERSAL WASTE” in accordance with California Code of  
7 Regulations, title 22, sections 66273.34. In addition, such containers, pallets, and packaging in  
8 which COVERED WASTE ITEMS are accumulated or stored shall be marked and labeled to  
9 identify the general types of WASTE(S) (e.g., “UNIVERSAL WASTE – BATTERIES;”  
10 “UNIVERSAL WASTE – ELECTRONIC DEVICES”) that are accumulated and stored in the  
11 containers, pallets, and packaging. The required labels at COVERED FACILITIES shall include  
12 representative pictorial images or graphics that depict certain common types of WASTE(S) that  
13 are to be accumulated and stored in each container, pallet, or packaging, and the labels shall be in  
14 a form substantially equivalent to **Exhibit C**, attached and made a part of this Final Judgment on  
15 Consent by this reference. If FRONTIER accumulates and stores more than one type of  
16 compatible WASTE in an accumulation container, pallet or package at a COVERED FACILITY,  
17 FRONTIER shall clearly label the container, pallet or package to accurately identify each general  
18 type of WASTE(S) accumulated in it and shall insure that each container, pallet and package is  
19 also labeled in accordance with California Code of Regulations, title 22, division 4.5, chapter 23,  
20 section 66273.1 et seq., and the requirements of this Final Judgment on Consent.

21                                   **4.1.e. Inspection of Dumpsters/Roll-Off Containers:**

22                                   (i). For each COVERED FACILITY at which COVERED WASTE ITEMS or  
23 COVERED SCRAP METAL are MANAGED, FRONTIER shall implement inspection policies  
24 and procedures as described in **Exhibit D** (attached and made a part of this Final Judgment on  
25 Consent by this reference) for roll-off containers and dumpsters used to collect items destined for  
26 a municipal solid waste recycling facility or for disposal at municipal landfills. The purpose of  
27 these inspections is to ensure that no COVERED WASTE ITEMS or COVERED SCRAP  
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1 METAL is improperly DISCARDED in these roll-off containers and dumpsters. The inspection  
2 shall consist of a reasonable visual inspection in accordance with the procedures described in  
3 **Exhibit D** and shall not require the PERSON performing the inspection to enter or climb into the  
4 roll-off containers or dumpsters.

5 (ii). FRONTIER shall prepare an inspection log for roll-off containers and  
6 dumpsters used to collect items destined for a municipal solid waste recycling facility or for  
7 disposal at municipal landfills at each COVERED FACILITY, and the inspection log shall be  
8 retained at such COVERED FACILITY for a period of five (5) years from the date of the  
9 inspection or until the injunctive provisions of this Final Judgment on Consent are terminated,  
10 whichever is later. Each such inspection log shall identify: the date and time of inspection; the  
11 location of the COVERED FACILITY; the name, signature, or initials of the PERSON(S)  
12 conducting the inspection; whether COVERED WASTE ITEMS or COVERED SCRAP METAL  
13 was found in COVERED FACILITY roll-off containers or dumpsters destined for disposal at  
14 municipal landfills not authorized to receive the COVERED WASTE ITEMS or COVERED  
15 SCRAP METAL; and whether COVERED WASTE ITEMS were found in COVERED  
16 FACILITY roll-off containers or dumpsters destined for a municipal solid waste RECYCLING  
17 facility not authorized to receive the COVERED WASTE ITEMS; and, if such items were found,  
18 a description of the type, quantity and final disposition of the COVERED WASTE ITEMS or  
19 COVERED SCRAP METAL found and removed from the roll-off containers or dumpsters.

20 (iii). FRONTIER shall evaluate its COVERED FACILITY inspection policies  
21 and procedures required pursuant to this Paragraph 4.1(e) on an annual basis (from the  
22 EFFECTIVE DATE) for their effectiveness in preventing the improper disposal of COVERED  
23 WASTE ITEMS and COVERED SCRAP METAL.

24 (iv). FRONTIER shall make the inspection policies and procedures and  
25 inspection logs required at each COVERED FACILITY pursuant to this Paragraph 4.1(e)  
26 available to the People upon request by counsel of record for the People, or OTHER  
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1 GOVERNMENTAL AGENCY with a legal right independent of this Final Judgment on Consent  
2 to inspect FRONTIER's COVERED FACILITIES.

3 **4.1.f. Hazardous Characterization:** Within thirty-five (35) calendar days from the  
4 EFFECTIVE DATE, FRONTIER shall: (i) identify in writing all the types of COVERED  
5 WASTE ITEMS and COVERED SCRAP METAL MANAGED as of the EFFECTVIE DATE by  
6 FRONTIER at all COVERED FACILITIES, and (ii) determine if such COVERED WASTE  
7 ITEMS and COVERED SCRAP METAL are HAZARDOUS pursuant to California Code of  
8 Regulations, title 22, sections 66262.11 and 66260.200. FRONTIER shall make a written record  
9 of the approximate weight or quantity of, on an annual basis, all COVERED WASTE ITEMS and  
10 COVERED SCRAP METAL MANAGED as UNIVERSAL WASTE or HAZARDOUS WASTE  
11 at each COVERED FACILITY. The items MANAGED as UNIVERSAL WASTE shall be  
12 tracked by type (e.g., BATTERIES, ELECTRONIC DEVICES, AEROSOL CANS, etc.).  
13 FRONTIER shall maintain on-site at each COVERED FACILITY a current list by type (e.g.,  
14 BATTERIES, ELECTRONIC DEVICES, AEROSOL CANS, etc.) of all HAZARDOUS  
15 COVERED WASTE ITEMS and COVERED SCRAP METAL required herein and shall make the  
16 list available to the People upon request by counsel of record for the People, or OTHER  
17 GOVERNMENTAL AGENCY with a legal right independent of this Final Judgment on Consent  
18 to inspect FRONTIER's COVERED FACILITIES.

19 **4.1.g. MANAGEMENT of COVERED WASTE ITEMS:** FRONTIER shall  
20 MANAGE COVERED WASTE ITEMS while such items are in California at COVERED  
21 FACILITIES as either HAZARDOUS WASTE (if applicable), or UNIVERSAL WASTE (if  
22 applicable), and in accordance with the applicable requirements of the HWCL and the  
23 requirements of this Final Judgment on Consent. As set forth in Paragraph 4.1.q.(v), below,  
24 FRONTIER shall notify all FIELD SERVICE CONTRACTORS and REVERSE LOGISTICS  
25 CONTRACTORS in California of the requirement to MANAGE COVERED WASTE ITEMS  
26 while such items are in California in accordance with the applicable statutory and regulatory  
27 requirements of the HWCL. For purposes of this Final Judgment on Consent, ELECTRONIC  
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1 DEVICES shall become a COVERED WASTE ITEM at the earliest point in time when such  
2 items are DISCARDED and first become subject to regulation under the HWCL, including, but  
3 not limited to, when:

4 (i). FRONTIER determines, based on a reasonable visual inspection  
5 conducted in California, that such ELECTRONIC DEVICES will not be repaired or  
6 REFURBISHED for return to service by FRONTIER;

7 (ii). FRONTIER determines, based on a reasonable visual inspection  
8 conducted in California, that such ELECTRONIC DEVICES is beyond economic repair and will  
9 not be returned to service by FRONTIER; or

10 (iii). FRONTIER determines that such ELECTRONIC DEVICES in  
11 FRONTIER's possession in California is not being returned to service by FRONTIER because it  
12 is obsolete (i.e., is no longer deployed for use on FRONTIER's cable, telephone, data, WIFI  
13 services systems).

14 **4.1.h. WASTE Identification:** FRONTIER shall PROMPTLY determine, at each  
15 COVERED FACILITY, whether each used AEROSOL CAN, used BATTERY, used remote  
16 controls, used power adapters and supplies, used field testing equipment, used cable, telephone,  
17 data, WIFI service equipment containing a printed circuit board, used SERIALIZED  
18 EQUIPMENT, and used OTHER USED ITEM that is returned to a COVERED FACILITY,  
19 including those items removed from any FRONTIER customer premises and returned to a  
20 COVERED FACILITY by a COVERED EMPLOYEE or FIELD SERVICE CONTRACTOR, or  
21 that is used at a COVERED FACILITY, is a COVERED WASTE ITEM as defined herein in this  
22 Final Judgment on Consent.

23 **4.1.i. RECYCLING of COVERED SCRAP METAL:** For each COVERED  
24 FACILITY, FRONTIER, at its sole election, shall either (i) RECYCLE all COVERED SCRAP  
25 METAL or (ii) MANAGE all COVERED SCRAP METAL as HAZARDOUS WASTE, or  
26 UNIVERSAL WASTE (if applicable). In addition, FRONTIER shall:  
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1 (i). within thirty (30) calendar days following the EFFECTIVE DATE, mark  
2 and label as “SCRAP METAL” all packaging, boxes, and containers at COVERED FACILITIES  
3 in which COVERED SCRAP METAL is accumulated or stored. Each label shall also include  
4 representative pictorial images or graphics that depict examples of the types of COVERED  
5 SCRAP METAL that are to be accumulated and stored in each packaging, box, or container;

6 (ii). FRONTIER shall remove all accumulated COVERED SCRAP METAL at  
7 each COVERED FACILITY to ensure that COVERED SCRAP METAL does not accumulate for  
8 longer than one year (from the initial date of accumulation) in any packaging, boxes, or containers  
9 at COVERED FACILITIES in which COVERED SCRAP METAL is accumulated or stored; and

10 (iii). within thirty (30) calendar days following the EFFECTIVE DATE,  
11 FRONTIER shall provide a written list to the People of all entities used by or on behalf of  
12 FRONTIER to RECYCLE COVERED SCRAP METAL from COVERED FACILITIES. The list  
13 shall be updated to keep current, include the name and address of the RECYCLING company or  
14 entity, and shall be provided to the People with the Status Reports required by Paragraph 22.

15 **4.1.j. Transportation of HAZARDOUS WASTE and UNIVERSAL WASTE:**

16 FRONTIER shall not transport, or cause to be transported, HAZARDOUS WASTE that is not  
17 UNIVERSAL WASTE, to, between, or from COVERED FACILITIES unless the transporter is  
18 properly licensed and registered to do so, as required by Health and Safety Code section 25163, or  
19 an exemption or variance applies as provided by the HWCL. FRONTIER shall transport all  
20 UNIVERSAL WASTE in accordance with California Code of Regulations, title 22, sections  
21 66273.51 and 66273.52. Subject to the requirements in the HWCL, nothing else in this Paragraph  
22 shall prohibit: (i) FRONTIER’s COVERED EMPLOYEES and FIELD SERVICE  
23 CONTRACTORS from transporting COVERED WASTE ITEMS from the customer premises  
24 (including commercial customers), or from other FRONTIER leased or owned premises where  
25 FRONTIER performs service, to FRONTIER’s COVERED FACILITIES for lawful disposition  
26 and in accordance with the terms of this Final Judgment on Consent.  
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1 **4.1.k. Transporting, Sending, Relinquishing, Transferring, and Surrendering of**

2 **HAZARDOUS WASTE and UNIVERSAL WASTE to Authorized Locations:**

3 (i). Upon the EFFECTIVE DATE, FRONTIER shall not transport, or cause to  
4 be transported, in California any HAZARDOUS WASTE that is not UNIVERSAL WASTE from  
5 a COVERED FACILITY to an unauthorized location, in violation of Health and Safety Code  
6 section 25189.5(a).

7 (ii). Upon the EFFECTIVE DATE, FRONTIER shall be prohibited from  
8 sending, transporting, relinquishing, transferring, surrendering, or otherwise taking UNIVERSAL  
9 WASTE, including COVERED WASTE ITEMS, from a COVERED FACILITY to a place other  
10 than another UNIVERSAL WASTE HANDLER, a DESTINATION FACILITY, or a FOREIGN  
11 DESTINATION pursuant to California Code of Regulations, title 22, section 66273.38, or a  
12 household HAZARDOUS WASTE collection facility authorized to receive such UNIVERSAL  
13 WASTE or COVERED WASTE ITEMS pursuant to Health and Safety Code section 25218.3.  
14 FRONTIER shall comply at each COVERED FACILITY with the requirements contained in  
15 California Code of Regulations, title 22, sections 66273.38 and 66273.39 regarding shipments of  
16 UNIVERSAL WASTE, and with the requirements in California Code of Regulations, title 22,  
17 sections 66273.40 and 66273.41 regarding the export and import of UNIVERSAL WASTE. This  
18 Paragraph shall not apply to non-WASTE items that are sent for REFURBISHMENT.

19 (iii). Subject to the requirements of the HWCL, nothing in Paragraph 4.1.k.  
20 shall prohibit FRONTIER's COVERED EMPLOYEES or FIELD SERVICE CONTRACTORS  
21 from transporting COVERED WASTE ITEMS from customer premises (including commercial  
22 customers), or from other FRONTIER leased or owned premises where FRONTIER performs  
23 service, to FRONTIER's COVERED FACILITIES for lawful disposition and in accordance with  
24 the terms of this Final Judgment on Consent.

25 **4.1.l. Accumulation of HAZARDOUS WASTE and UNIVERSAL WASTE:**

26 Except as otherwise provided in California Code of Regulations, title 22, division 4.5, chapter 23,  
27 section 66273.35 (one-year accumulation time limit) and section 66273.39 (tracking  
28

1 UNIVERSAL WASTE shipments via bill of lading or other record acceptable under applicable  
2 law) regarding UNIVERSAL WASTES, FRONTIER shall: (i) lawfully and timely dispose of all  
3 accumulated HAZARDOUS WASTE from any COVERED FACILITY within ninety (90)  
4 calendar days following its respective accumulation start date, in accordance with California Code  
5 of Regulations, title 22, section 66262.34, subdivisions (a) and (b); and (ii) timely cause to be  
6 prepared, and filed with the DTSC, a HAZARDOUS WASTE manifest for such HAZARDOUS  
7 WASTE that is transported, or submitted for transportation, for offsite handling, treatment,  
8 storage, disposal, or any combination thereof, as provided by Health and Safety Code section  
9 25160, subdivision (b)(3) and California Code of Regulations, title 22, section 66262.23, or timely  
10 notify DTSC of the treatment, storage, or disposal facility's failure to return an executed manifest;  
11 provided, however, that notwithstanding the requirements of this Paragraph, FRONTIER may  
12 lawfully accumulate COVERED WASTE ITEMS at the COVERED FACILITIES for such longer  
13 periods of time allowed under law with an extension in accordance with California Code of  
14 Regulations, title 22, section 66262.34, subdivision (c) or section 66262.35, for "satellite  
15 accumulation," in accordance with California Code of Regulations, title 22, section 66262.34,  
16 subdivision (e), and at COVERED FACILITIES that generate less than 1,000 kilograms (kg)  
17 during any calendar month of HAZARDOUS WASTES and less than one kg during any calendar  
18 month of acutely or extremely HAZARDOUS WASTES, in accordance with California Code of  
19 Regulations, title 22, section 66262.34, subdivision (d).

20 **4.1.m. CERTIFICATION of Compliance With HAZARDOUS WASTE and**

21 **UNIVERSAL WASTE Documentation Requirements:** Upon the EFFECTIVE DATE,  
22 FRONTIER shall: (i) at each COVERED FACILITY, be in compliance with the requirements of  
23 California Code of Regulation, title 22, sections 66262.20, 66262.23, 66262.40, subdivision (a),  
24 and 66273.39; and (ii) within thirty-five (35) calendar days from the EFFECTIVE DATE, provide  
25 written documentation of actions taken to ensure that each of the COVERED FACILITIES is, as  
26 of the EFFECTIVE DATE, in compliance with the requirement that each COVERED FACILITY  
27 keep copies of HAZARDOUS WASTE manifests and UNIVERSAL WASTE bills of lading or  
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1 other record acceptable under applicable law and in accordance with California Code of  
2 Regulations, title 22, section 66262.40, subdivision (a) and 66273.39. Such written  
3 documentation shall be in the form of a CERTIFICATION. Such CERTIFICATION shall state  
4 the actions taken to ensure that as of the EFFECTIVE DATE, each of the COVERED  
5 FACILITIES is in compliance with the requirements of California Code of Regulations, title 22,  
6 section 66262.40, subdivision (a), and 66273.39. The CERTIFICATION shall include and  
7 incorporate by reference a list of each of the COVERED FACILITIES where such actions have  
8 been taken to ensure compliance with this requirement.

9 **4.1.n. Program for Storage, Handling, Accumulation and Segregation of**  
10 **HAZARDOUS WASTE and UNIVERSAL WASTE:** Upon the EFFECTIVE DATE,  
11 FRONTIER shall maintain a program for the lawful storage, handling, and accumulation of  
12 HAZARDOUS WASTE and UNIVERSAL WASTE at its COVERED FACILITIES, including,  
13 but not limited to, the lawful segregation of items that are incompatible and the proper  
14 containment of items that are in leaking containers or in non-empty HAZARDOUS WASTE  
15 AEROSOL CANS or non-empty UNIVERSAL WASTE AEROSOL CANS, as provided by  
16 Health and Safety Code sections 25123.3 and 25201.16, and California Code of Regulations, title  
17 22, sections 66262.34, 66265.171, 66265.172, 66265.173, 66265.174, 66265.176, 66265.177,  
18 66273.33, 66273.33.5, and 66273.35.

19 **4.1.o. Other UNIVERSAL WASTE Requirements:**

20 (i). Upon the EFFECTIVE DATE, FRONTIER shall MANAGE  
21 UNIVERSAL WASTE at or from its COVERED FACILITIES in compliance with all applicable  
22 requirements contained in California Code of Regulations, title 22, division 4.5, chapter 23,  
23 section 66273.1 et seq., and the requirements of this Final Judgment on Consent.

24 (ii). **UNIVERSAL WASTE HANDLER Notification Requirement:** Upon  
25 the EFFECTIVE DATE, and for each COVERED FACILITY at which FRONTIER is a  
26 UNIVERSAL WASTE HANDLER, FRONTIER shall comply with the UNIVERSAL WASTE  
27 HANDLER notification requirements set forth in California Code of Regulations, title 22, section  
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1 66273.32. FRONTIER shall provide to the People, upon request by counsel of record for the  
2 People, copies of these notices with the annual Status Reports required pursuant to Paragraph 22.

3 **(iii). WASTE BATTERIES:** Upon the EFFECTIVE DATE, FRONTIER  
4 shall MANAGE at the COVERED FACILITIES DISCARDED or no longer usable BATTERIES  
5 as either HAZARDOUS WASTE or as UNIVERSAL WASTE (if applicable) and in accordance  
6 with the HWCL, and the requirements of this Final Judgment on Consent.

7 **(iv). HAZARDOUS Non-Empty AEROSOL CANS:** Upon the EFFECTIVE  
8 DATE, FRONTIER shall, as appropriate, MANAGE, at the COVERED FACILITIES,  
9 HAZARDOUS WASTE AEROSOL CANS as UNIVERSAL WASTE AEROSOL CANS, in  
10 accordance with all applicable requirements contained in California Code of Regulations, title 22,  
11 division 4.5, chapter 23, section 66273.1, et seq., or as HAZARDOUS WASTE AEROSOL  
12 CANS as required by Health and Safety Code section 25201.16. This includes, without limitation,  
13 AEROSOL CANS that are HAZARDOUS and DISCARDED or no longer usable (e.g., without  
14 actuators) and are not “empty” as defined in California Code of Regulations, title 22, section  
15 66261.7.

16 **4.1.p. Exports of COVERED WASTE ITEMS:** Upon the EFFECTIVE DATE,  
17 FRONTIER shall ensure that all exports of COVERED WASTE ITEMS from COVERED  
18 FACILITIES to a FOREIGN DESTINATION, if any, shall be lawful and in full compliance with  
19 the requirements of California Code of Regulations, title 22, sections 66262.80 through 66262.83  
20 (regarding HAZARDOUS WASTE) and section 66273.40 (regarding UNIVERSAL WASTE).

21 **4.1.q. HAZARDOUS WASTE Training:**

22 **(i). Training COVERED EMPLOYEES:** FRONTIER shall provide  
23 training to each COVERED EMPLOYEE (employed as of the EFFECTIVE DATE) as set forth in  
24 California Code of Regulations, title 22, section 66265.16 (pertaining to MANAGEMENT of  
25 HAZARDOUS WASTE) and section 66273.36 (pertaining to MANAGEMENT of UNIVERSAL  
26 WASTE), and as required by this Paragraph. The obligations include, but are not limited to, the  
27 requirement to maintain on-site, or electronically available upon request, at each COVERED  
28

1 FACILITY: HAZARDOUS WASTE training records for then-current personnel until closure of  
2 the COVERED FACILITY, HAZARDOUS WASTE training records for former employees for at  
3 least three (3) years from the date the employee last worked at the COVERED FACILITY, and  
4 UNIVERSAL WASTE training records for at least three (3) years from the date the employee last  
5 MANAGED any UNIVERSAL WASTE at the COVERED FACILITY.

6 (ii). **Initial Training and Annual Review Training:** FRONTIER shall  
7 provide training as follows:

8 (a) within ninety (90) calendar days after the EFFECTIVE DATE,  
9 FRONTIER shall provide the HAZARDOUS WASTE training set forth in California Code of  
10 Regulations, title 22, section 66265.16, and UNIVERSAL WASTE training set forth in California  
11 Code of Regulations, title 22, section 66273.36, to all COVERED EMPLOYEES unless such  
12 training was already provided to the COVERED EMPLOYEE within six (6) months prior to the  
13 EFFECTIVE DATE;

14 (b) for individuals who become COVERED EMPLOYEES after the  
15 EFFECTIVE DATE, FRONTIER shall provide HAZARDOUS WASTE and UNIVERSAL  
16 WASTE training within thirty (30) calendar days after the COVERED EMPLOYEE commences  
17 employment with FRONTIER; and

18 (c) FRONTIER shall provide all COVERED EMPLOYEES “Annual  
19 Review Training” annually (at least once per year) as set forth in California Code of Regulations,  
20 title 22, section 66265.16, subdivision (c). The “Annual Review Training” shall be in-person or  
21 through a computer based learning (CBL) course or courses, it shall be documented to sufficiently  
22 identify the training topics covered below, including the approximate duration of training, the date  
23 of training, and the names of the COVERED EMPLOYEES who attended the training, and the  
24 training topics shall include the following:

25 (1) With respect to each general type of COVERED WASTE  
26 ITEM (e.g., “ELECTRONIC DEVICES,” “OTHER USED ITEMS,” “BATTERIES,” etc.) and  
27 COVERED SCRAP METAL, FRONTIER shall identify and clearly explain to COVERED  
28

1 EMPLOYEES the common types of items falling within each general type of COVERED  
2 WASTE ITEMS. To aid COVERED EMPLOYEES in properly identifying the items that are  
3 included in each general type of COVERED WASTE ITEMS and COVERED SCRAP METAL,  
4 FRONTIER shall use representative pictorial images or graphics that depict examples of the types  
5 of items for each type of COVERED WASTE ITEM and COVERED SCRAP METAL;

6 (2) FRONTIER shall instruct COVERED EMPLOYEES not to  
7 dispose of any AEROSOL CANS, BATTERIES, ELECTRONIC DEVICES, OTHER USED  
8 ITEMS, COVERED WASTE ITEMS and COVERED SCRAP METAL into trash receptacles,  
9 trash cans, roll-off containers, bins, or dumpsters destined for municipal solid waste (garbage)  
10 landfills or onto the surface or subsurface of the ground at any unauthorized location, or to a  
11 transfer station or landfill not authorized to receive HAZARDOUS WASTE. FRONTIER shall  
12 instruct COVERED EMPLOYEES that, with the authorization of the Designated Facility  
13 Employee(s) for the COVERED FACILITY, COVERED SCRAP METAL may be placed in roll-  
14 off containers or other bins that are labeled as "SCRAP METAL" in accordance with Paragraph  
15 4.1.i. FRONTIER shall also instruct COVERED EMPLOYEES that it is a violation of California  
16 law and this Final Judgment on Consent to illegally dispose of any of the above-referenced items  
17 and that COVERED EMPLOYEES must PROMPTLY report any illegal disposals of those items  
18 to FRONTIER'S Designated Facility Employee(s) that have been designated for each COVERED  
19 FACILITY pursuant to Paragraph 4.1.q; and

20 (3) For each general type of COVERED WASTE ITEM and  
21 COVERED SCRAP METAL, FRONTIER shall provide instruction to each COVERED  
22 EMPLOYEE regarding how to properly MANAGE each general type as HAZARDOUS WASTE,  
23 UNIVERSAL WASTE, or COVERED SCRAP METAL, as appropriate.

24 (iii). **COVERED EMPLOYEES Who Have Not Been Trained:** FRONTIER  
25 shall ensure that each COVERED EMPLOYEE who has not completed the training required by  
26 this Paragraph as of the dates required herein shall immediately cease the MANAGEMENT of all  
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1 HAZARDOUS WASTE and UNIVERSAL WASTE until such time as that COVERED  
2 EMPLOYEE completes the required training.

3 (iv). **Training Plan:** After the EFFECTIVE DATE, for each COVERED  
4 EMPLOYEE at each COVERED FACILITY, FRONTIER shall maintain, conveniently available  
5 to COVERED EMPLOYEES at the COVERED FACILITY, employee guidance designed to  
6 enhance employee awareness of any regulatory or statutory changes in the HWCL relevant to that  
7 COVERED EMPLOYEE's job functions.

8 (v). **Contractor Notification:** FRONTIER shall, within ninety (90) calendar  
9 days from the EFFECTIVE DATE, and then annually, notify in writing each of its existing FIELD  
10 SERVICE CONTRACTORS and REVERSE LOGISTICS CONTRACTORS in California whose  
11 employees use, handle, or otherwise MANAGE COVERED WASTE ITEMS at COVERED  
12 FACILITIES, that they are required to comply with all applicable laws and regulations regarding  
13 the storage, handling, and accumulation of HAZARDOUS WASTE and UNIVERSAL WASTE,  
14 including the requirement to provide training to applicable employees. For any such FIELD  
15 SERVICE CONTRACTORS or REVERSE LOGISTICS CONTRACTORS in California that are  
16 engaged or retained after the EFFECTIVE DATE, FRONTIER shall provide such notice within  
17 thirty (30) calendar days of the execution of the contract and then annually. The responsibilities of  
18 FRONTIER pursuant to this Paragraph are purely contractual, and do not require FRONTIER to  
19 conduct or to supervise the training of any third parties.

20 (vi). **CERTIFICATION of Compliance with Training Requirements:**  
21 Within one hundred twenty (120) calendar days from the EFFECTIVE DATE, FRONTIER shall  
22 provide the People a CERTIFICATION that FRONTIER is in compliance with the requirement  
23 that it provide training to all COVERED EMPLOYEES as specified in this Paragraph. Such  
24 CERTIFICATION shall substantially be in the form of **Exhibit E**, attached and made a part of this  
25 Final Judgment on Consent by this reference.

26 (vii). **Audit Review of Training Records:** In performing its tasks specified  
27 within the scope of the third-party audits as outlined in Paragraph 4.1.s., the third-party auditor  
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1 will audit the training records for FRONTIER COVERED EMPLOYEES that are subject to the  
2 requirements of this Paragraph and will evaluate FRONTIER’s compliance with those  
3 requirements in the third-party audits to be performed.

4 **(viii). Employees Exempt From UNIVERSAL WASTE Training:** For  
5 purposes of this Paragraph and with regard to UNIVERSAL WASTE training only, the term  
6 COVERED EMPLOYEES does not include employees who are exempted from UNIVERSAL  
7 WASTE training requirements pursuant to California Code of Regulations, title 22,  
8 section 66273.36(a). FIELD TECHNICIANS and WAREHOUSE EMPLOYEES shall not fall  
9 within the exemption contained in California Code of Regulations, title 22, section 66273.36(a),  
10 for purposes of this Final Judgment on Consent.

11 **4.1.r. Designation of Designated Facility Employees:** Within thirty-five (35)  
12 calendar days from the EFFECTIVE DATE, FRONTIER shall for each COVERED FACILITY,  
13 designate one or more employee, manager or supervisor (“Designated Facility Employee(s)”) who  
14 shall be responsible for ensuring that FRONTIER and COVERED EMPLOYEES comply with the  
15 terms of this Final Judgment on Consent and with the provisions of the HWCL that are applicable  
16 to the COVERED FACILITIES. FRONTIER shall maintain a list of Designated Facility  
17 Employees by COVERED FACILITY, update this list to reflect any changes in the Designated  
18 Facility Employees, and provide the list(s) to counsel of record for the People with the annual  
19 Status Reports required pursuant to Paragraph 22, and upon request to any OTHER  
20 GOVERNMENTAL AGENCY with a legal right independent of this Final Judgment on Consent  
21 to inspect FRONTIER’s COVERED FACILITIES. The duties of the Designated Facility  
22 Employee(s) shall include, but not be limited to: (i) collecting, reviewing and maintaining, on-site  
23 or electronically, copies of all written notices, inspection logs, lists, and COVERED EMPLOYEE  
24 training records referenced in this Final Judgment on Consent; and (ii) collecting, reviewing and  
25 maintaining, on-site or electronically, copies of all written government notices of violation and  
26 inspection reports, issued to FRONTIER and pertaining to the relevant COVERED  
27 FACILITY(IES).



1                   **4.1.s. Independent Third-Party Audits:** Within ninety (90) calendar days following  
2 the EFFECTIVE DATE, FRONTIER shall contract for the services of an independent third-party  
3 auditor (“Auditor”) to be chosen by FRONTIER and thereafter be subject to reasonable approval  
4 by counsel of record for the People, who will conduct a total of three environmental compliance  
5 audits: one within eighteen (18) months, another within thirty-six (36) months, and another within  
6 fifty-four (54) months after the EFFECTIVE DATE. All three (3) audits will include: (i) a  
7 programmatic review of FRONTIER’s program put into place for ensuring compliance with the  
8 requirements of this Final Judgment on Consent and the requirements of the HWCL at COVERED  
9 FACILITIES; and (ii) facility-specific field inspection audits at a minimum of ten (10) of the  
10 COVERED FACILITIES.

11                   **(i).** The Auditor, in conjunction with FRONTIER, will develop an  
12 environmental compliance audit protocol meeting the requirements of this Final Judgment on  
13 Consent. FRONTIER shall provide the audit protocol to counsel of record for the People for  
14 review and comment within ninety (90) calendar days after counsel of record for the People has  
15 given notice to FRONTIER of its approval of the retention of the Auditor. The People may  
16 provide any comments to the Auditor and FRONTIER within sixty (60) calendar days following  
17 receipt of the protocol from FRONTIER. The Auditor shall incorporate any reasonable comments  
18 by the People into a revised protocol, except that if FRONTIER disagrees with any of the  
19 incorporated comments, it may rely on Paragraph 6.3 of this Final Judgment on Consent to meet  
20 and confer with the People and to move the Court for further relief.

21                   **(ii).** In addition to any other audit objectives deemed appropriate by  
22 FRONTIER, the environmental compliance audits shall evaluate: (a) FRONTIER’s compliance  
23 with the HWCL at COVERED FACILITIES and by FIELD TECHNICIANS going to or from  
24 COVERED FACILITIES and (b) FRONTIER’s compliance with the requirements of this Final  
25 Judgment on Consent. The environmental compliance audits shall also evaluate the  
26 implementation and effectiveness of FRONTIER’s environmental compliance program in  
27 California at COVERED FACILITIES, including FRONTIER’s RECYCLING program and  
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1 RECYCLING policies and procedures applicable to UNIVERSAL WASTES, to determine  
2 whether FRONTIER is in compliance with the HWCL.

3 (iii). The Auditor shall prepare a final environmental compliance audit report  
4 for each audit and submit the environmental compliance audit reports to FRONTIER, with a copy  
5 to counsel of record for the People within ninety (90) calendar days following the three audit  
6 deadlines stated above in this Paragraph. At Frontier's request, the Auditor may first submit to the  
7 People and Frontier drafts of the audit reports. The environmental compliance audit reports shall  
8 include a complete description and discussion of all environmental audit objectives, scope, and  
9 criteria, audit activities, audit findings and audit conclusions, and recommendations, and it shall  
10 identify and discuss all audit evidence considered or relied upon to support the audit conclusions.  
11 The environmental compliance audit reports shall also contain a brief description of any written  
12 notices of violation from a governmental agency and inspection reports directed to any  
13 COVERED FACILITY by any local, state, or federal agency that identifies any violation of any  
14 environmental protection law relating to the MANAGEMENT of any HAZARDOUS WASTE or  
15 UNIVERSAL WASTE. Such reports shall also include a brief description of the disposition of  
16 any such noted violations, including whether FRONTIER paid any fines, costs or other payments  
17 and what corrective measures, if any, were taken by FRONTIER. Within sixty (60) calendar days  
18 following FRONTIER's receipt of each final environmental compliance audit report, FRONTIER  
19 shall provide counsel of record for the People with a plan to correct any deficiencies raised in the  
20 environmental audit reports.

21 **4.1.t. Contingency Plans and Emergency Procedures:** For each COVERED  
22 FACILITY at which FRONTIER generates 1,000 kilograms (kg) or more of HAZARDOUS  
23 WASTES during any calendar month, or 1 kg or more of acutely HAZARDOUS WASTE during  
24 any calendar month, pursuant to California Code of Regulations, title 22, section 66262.34,  
25 FRONTIER shall comply with the requirements of California Code of Regulations, title 22,  
26 sections 66265.50 to 66265.56.

1                   **4.1.u. GENERATOR I.D.:** For each COVERED FACILITY, FRONTIER shall  
2 maintain a GENERATOR Identification Number as required by California Code of Regulations,  
3 title 22, section 66262.12.

4                   **4.1.v. Documentation of WASTE Characterization and Analysis:** With respect to  
5 WASTE managed at the COVERED FACILITIES, FRONTIER shall keep records of any test  
6 results, WASTE analysis, or other determinations made in accordance with California Code of  
7 Regulations, title 22, sections 66262.11 and 66260.200 for at least three (3) years from the date  
8 that the subject WASTE was last sent to on-site or off-site treatment, storage, or disposal, or for  
9 the term of this Final Judgment on Consent, whichever is later.

10                   **5.     PAYMENTS FOR CIVIL PENALTIES, SUPPLEMENTAL**  
11                   **ENVIRONMENTAL PROJECTS, AND COSTS**

12                   FRONTIER, without admitting or agreeing that there is any basis in law or fact for an  
13 assessment of civil penalties, shall, within forty-five (45) calendar days following the  
14 EFFECTIVE DATE, pay Three Million Five Hundred Thousand (\$3,500,000) for claims for civil  
15 penalties, reimbursement of attorneys' fees and costs and costs of investigation and enforcement,  
16 and costs of supplemental environmental projects as set forth in Paragraphs 5.1 through 5.3 below.  
17 Frontier shall be liable for an additional Two Hundred and Fifty Thousand Dollars (\$250,000) of  
18 civil penalties, which shall be suspended for a period of five (5) years from the EFFECTIVE  
19 DATE ("Suspended Penalties"), as set forth in Paragraph 5.4., below. Within the time period set  
20 forth above, payments for civil penalties, reimbursement of attorney's fees and costs, and  
21 supplemental environmental projects, as identified in **Exhibits F, G, and H**, shall be by checks  
22 made out to the individual agencies as listed and delivered to Dennis Beck at the Attorney  
23 General's Office, as identified in Paragraph 9 pursuant to the terms of this Final Judgment on  
24 Consent.

25                   **5.1.   Civil Penalties**

26                   Pursuant to sections of the California Health and Safety Code and the California Business  
27 and Professions Code, FRONTIER shall pay Two Million Eight Hundred Thousand Dollars  
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1 (\$2,800,000) to the People as civil penalties. This payment shall be allocated pursuant to  
2 Government Code section 26506, in accordance with the terms of **Exhibit F**, attached and made a  
3 part of this Final Judgment on Consent by this reference.

4 **5.2. Reimbursement of Costs of Investigation and Enforcement**

5 FRONTIER shall pay Four Hundred and Fifty Thousand Dollars (\$450,000) to the People  
6 for reimbursement of attorneys' fees, costs of investigation, and other costs of enforcement. The  
7 costs of investigation and enforcement shall be allocated pursuant to Government Code section  
8 26506 to the entities identified in and in accordance with the terms of **Exhibit G**, attached and  
9 made a part of this Final Judgment on Consent by this reference.

10 **5.3. Supplemental Environmental Projects**

11 FRONTIER shall pay Two Hundred and Fifty Thousand Dollars (\$250,000) for  
12 supplemental environmental projects. The supplemental environmental projects shall be allocated  
13 pursuant to Government Code section 26506 to the entities identified in **Exhibit H**, attached, and  
14 made a part of this Final Judgment on Consent by this reference; payment shall be made in  
15 accordance with the terms in **Exhibit H**.

16 **5.4. Penalty Credit for Supplemental Environmental Compliance Measures**

17 FRONTIER shall make payments in accordance with the terms in **Exhibit I**, attached and  
18 made a part of this Final Judgment on Consent by this reference, with respect to SECMs.  
19 FRONTIER shall be entitled to a credit against the Suspended Penalties in an amount equal to  
20 fifty percent (50%) of sums spent over five (5) years, from the EFFECTIVE DATE, for the  
21 SECMs identified in **Exhibit I**, up to a maximum of Two Hundred and Fifty Thousand Dollars  
22 (\$250,000). Should FRONTIER fail to comply with all provisions set forth in this Paragraph and  
23 **Exhibit I**, the balance of the Suspended Penalties will become due as set forth in **Exhibit I**.

24 **5.5. Copy of Payments to the People's Representatives**

25 FRONTIER shall send an electronic confirmation of any payment made electronically to  
26 each of the People's representatives identified in Paragraph 9 within one (1) business day of  
27 payment.  
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1                   **5.6. Late Payments**

2                   FRONTIER shall be liable for a civil penalty of Twenty-Five Thousand Dollars (\$25,000)  
3 for each calendar day that any payment required pursuant to Paragraphs 5.1 and 5.2 is late.

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

5                   **6.1.** The People may move this Court for additional relief for any violation of any  
6 provision of this Final Judgment on Consent, including but not limited to, contempt, additional  
7 injunctive provisions, or penalties in accordance with the particular legal standard that applies  
8 under the facts and circumstances at issue. Except as otherwise set forth in this Final Judgment on  
9 Consent, nothing in this Final Judgment on Consent shall limit any rights of the People to seek any  
10 other relief or remedies provided by law, or the rights of FRONTIER to defend against any such  
11 request by the People for such other relief or remedies.

12                   **6.2.** The Parties may also ask the Court for appropriate relief regarding any  
13 interpretation or dispute arising from or regarding the Final Judgment on Consent, subject to the  
14 meet and confer requirements in Paragraph 6.3.

15                   **6.3.** The Parties shall meet and confer at least fourteen (14) calendar days prior to the  
16 filing of any application or motion relating to this Final Judgment on Consent, including, but not  
17 limited to, any motion filed under Paragraph 6.1 or 6.2, and shall negotiate in good faith in an  
18 effort to resolve any dispute without judicial intervention; provided, however, that the fourteen  
19 (14) calendar day period referenced above shall be shortened to five (5) business days regarding  
20 any alleged violation of Paragraph 4 through Paragraph 4.1.v. of this Final Judgment on Consent.  
21 If the Parties are unable to resolve their dispute after meet and confer discussions, either Party may  
22 move this Court seeking a resolution of that dispute by the Court. This “meet and confer”  
23 procedure shall not apply to any emergency relief that the People may seek, in its sole discretion,  
24 or to any separate enforcement action.

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

26                   **7.1.** This Final Judgment on Consent is a final and binding resolution and settlement  
27 of any and all claims, violations, or causes of action alleged in the Complaint or that could have  
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1 been alleged within the scope of the allegations set forth in the Complaint filed in this action  
2 regarding the MANAGEMENT of COVERED WASTE ITEMS and COVERED SCRAP METAL  
3 at the facilities listed in **Exhibit J**, attached and made a part of this Final Judgment on Consent by  
4 this reference, through the date of the filing of the Complaint. The matters described in the  
5 previous sentence are “Covered Matters.” The People covenant not to sue FRONTIER and/or its  
6 corporate affiliates or its and their successors, subsidiaries, predecessors, and the respective  
7 principals, executive officers, directors, shareholders, members, agents, representatives,  
8 employees or former employees of all the foregoing PERSONS and entities, for any Covered  
9 Matter and to the extent, if any, they: (1) handled or MANAGED (or were responsible for  
10 handling or MANAGING) COVERED WASTE ITEMS or COVERED SCRAP METAL, in  
11 connection with the facilities listed in **Exhibit J**, and (2) acted on behalf of FRONTIER in doing  
12 so from January 1, 2007 through the date of filing of the Complaint (“The People’s Covenant Not  
13 To Sue”). The People’s Covenant Not To Sue any of the above PERSONS, parties or entities who  
14 are not signatories to this Final Judgment on Consent is expressly conditioned upon the express  
15 written consent and acknowledgment by such PERSONS, parties, and entities, given at the time  
16 that they assert the People’s Covenant Not To Sue, that they are waiving their right to sue the  
17 People or any agency of the State of California, or the Counties of Alameda and San Mateo, or any  
18 of their respective officers, employees, representatives, agents or attorneys in accordance with the  
19 terms of Paragraph 7.8 of this Final Judgment on Consent. FRONTIER’s execution of the  
20 Stipulation filed in this action shall constitute such consent and acknowledgment on behalf of  
21 FRONTIER and its successors, subsidiaries, predecessors and assigns, principals, executive  
22 officers, directors, shareholders, members, agents, representatives, employees or former  
23 employees and FRONTIER represents that the signatories to the Stipulation will bind them for  
24 purposes of the commitment in this Paragraph. For any PERSON, entity, or party not bound by  
25 the signatories to the Stipulation pursuant to the two previous sentences, the People’s Covenant  
26 Not To Sue is not valid as to those PERSONS, entities, or parties absent their express written  
27 acknowledgment given at the time that they assert the covenant not to sue, that they waive their  
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1 right to sue the People or any agency of the State of California or the Counties of Alameda and  
2 San Mateo, or any of their respective officers, employees, representatives, agents or attorneys in  
3 accordance with the terms of Paragraph 7.8.

4           **7.2.** Any claim, violation, or cause of action that is not a Covered Matter is a  
5 “Reserved Claim.” Reserved Claims include, without limitation, any unknown violation, any  
6 violation that occurs after the date of the filing of the Complaint, any claims and causes of action  
7 referenced below in Paragraph 7.3, any claim, violation, or cause of action against FRONTIER’s  
8 independent contractors or subcontractors, any violations of law, statute, regulation or ordinance,  
9 if any, by FRONTIER which are based on facts not addressed as a Covered Matter. Except as  
10 provided in Paragraph 7.4, the Parties each reserve all rights and defenses at law, in equity, under  
11 contract or otherwise they may have (all of which are expressly reserved) as to any Reserved  
12 Claim.

13           **7.3.** Further, any claims or causes of action under the Comprehensive  
14 Environmental Response, Compensation, and Liability Act (CERCLA, 42 U.S.C. § 9601 et seq.),  
15 the California Hazardous Substance Account Act (State Superfund, Health & Safety Code,  
16 § 78000 et seq.), and Health and Safety Code section 25187, subdivision (b) (corrective action  
17 concerning a release of hazardous waste or a hazardous constituent into the environment) against  
18 FRONTIER for performance of cleanup, corrective action, or response action for any actual past  
19 or future releases, spills, or disposals of HAZARDOUS WASTE or HAZARDOUS substances at  
20 or from the facilities listed in **Exhibit J** are not Covered Matters.

21           **7.4.** In any subsequent action that may be brought by the People, by and through  
22 counsel of record for the People, based on any Reserved Claim, FRONTIER agrees that it will not  
23 assert that failing to pursue any Reserved Claim as part of this action constitutes claim-splitting,  
24 laches, or is otherwise inequitable because such claims should have been brought as part of this  
25 action, except that FRONTIER may argue that the claim falls within the definition of “Covered  
26 Matter.” This paragraph does not prohibit FRONTIER from asserting that any statute of  
27 limitations or other legal or equitable defenses may be applicable to any Reserved Claims. If  
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1 FRONTIER asserts such defenses, the People, by and through counsel of record for the People,  
2 reserve their right to challenge such defenses.

3           7.5. In the event litigation is filed by an entity that is not a party to this action against  
4 FRONTIER arising out of or related to a Covered Matter, FRONTIER shall, within thirty-five  
5 (35) calendar days following service of such litigation upon FRONTIER, notify counsel of record  
6 for the People of such litigation. Upon such timely notice, the People, by and through counsel of  
7 record for the People, will undertake a good faith effort to determine whether the subsequent  
8 litigation is barred by the terms of this Final Judgment on Consent and the principles of res  
9 judicata or collateral estoppel. If the People, by and through counsel of record for the People,  
10 determine that the subsequent litigation is barred by the terms of this Final Judgment on Consent  
11 and the principles of res judicata or collateral estoppel, the People, by and through counsel of  
12 record for the People, may appear in person or in writing in such subsequent litigation to explain  
13 the People's view of the effect of this Final Judgment on Consent on such litigation.

14           7.6. The provisions of Paragraph 7.1 are effective on the EFFECTIVE DATE. The  
15 continuing effect of Paragraph 7.1 is expressly conditioned on FRONTIER's full payment of the  
16 amounts due under this Final Judgment on Consent.

17           7.7. Paragraph 7.1 does not limit the right and ability of the People to enforce the  
18 terms of this Final Judgment on Consent.

19           7.8. FRONTIER covenants not to pursue any civil or administrative claims against  
20 the People or against any agency of the State of California, or against the Counties of Alameda  
21 and San Mateo, or against their officers, employees, representatives, agents or attorneys arising  
22 out of or related to any Covered Matter (unless such entities pursue claims against FRONTIER  
23 related to any Covered Matter, in which case FRONTIER reserves all rights it has to assert any  
24 rights, claims, and defenses it may have). Notwithstanding the prior sentence, FRONTIER may  
25 seek determinations from the Court regarding the provisions of this Final Judgment on Consent.

26           **8. FORCE MAJEURE**

27           **8.1.** It is not a breach of FRONTIER's obligations under Paragraphs 4 through 4.1.v.  
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1 if FRONTIER is unable to perform due to a *Force Majeure* event. Any event due to acts of God,  
2 acts of war, pandemics (e.g., COVID-19), or that arises beyond the reasonable control of  
3 FRONTIER is a *Force Majeure* event if it prevents the performance of an obligation under the  
4 paragraphs above despite FRONTIER's timely and diligent efforts to fulfill the obligation. A  
5 *Force Majeure* event does not include financial inability to fund or complete the work, any failure  
6 by FRONTIER's suppliers, contractors, subcontractors or other PERSONS contracted to perform  
7 the work for or on behalf of FRONTIER (unless their failure to do so is itself due to a *Force*  
8 *Majeure* event), nor does it include circumstances that could have been avoided if FRONTIER had  
9 complied with preventative requirements imposed by law, regulation, or ordinance.

10 **8.2.** If FRONTIER claims a *Force Majeure* event, it shall notify counsel of record  
11 for the People in writing within seven (7) calendar days following when FRONTIER first learns  
12 that the event has prevented performance of an obligation in Paragraphs 4 through Paragraphs  
13 4.1.v. Within fourteen (14) calendar days after the date of the written notice to the People,  
14 FRONTIER shall provide to the People a written explanation and description of the reasons for the  
15 prevention of performance, all actions taken or to be taken to prevent or mitigate the non-  
16 performance, the anticipated date for performance, an explanation of why the event is a *Force*  
17 *Majeure* event, and any documentation to support FRONTIER's explanation. Within fourteen  
18 (14) calendar days following receipt of such explanation, the People will notify FRONTIER in  
19 writing whether the People agree or disagree with FRONTIER's assertion of a *Force Majeure*  
20 event. If the Parties do not agree that a particular delay or lack of performance is attributable to a  
21 *Force Majeure* event, either Party may petition the Court to resolve the dispute. If either Party  
22 petitions the Court to resolve the dispute, it will neither preclude nor prejudice the People from  
23 bringing a motion to enforce any of the provisions of Paragraphs 4 through Paragraphs 4.1.v.  
24 against FRONTIER as provided in Paragraph 6.

25 **8.3.** The time for performance of the obligations under Paragraphs 4 through  
26 Paragraphs 4.1.v. of this Final Judgment on Consent that are affected by a *Force Majeure* event  
27 will be extended for such time as is necessary to complete those obligations. An extension of the  
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1 time for performance of the obligations affected by the *Force Majeure* event shall not, of itself,  
2 extend the time for performance of any other obligation.

3           **8.4.** If the People chose to enforce the provisions of Paragraphs 4 through Paragraphs  
4 4.1.v. against FRONTIER for the failure to perform in spite of FRONTIER’S claim of a *Force*  
5 *Majeure* event, FRONTIER may raise the claimed *Force Majeure* event as a defense to such an  
6 action and shall have the burden of proof to demonstrate the *Force Majeure* event.

7           **8.5** Notwithstanding any other provision of this Final Judgment on Consent, the  
8 People through counsel of record for the People may, in their absolute discretion, upon the request  
9 of FRONTIER for good cause shown grant an extension to any deadline herein. The People’s  
10 decision with respect to any such request for extension shall not be the subject to any petition to  
11 the Court.

12           **9. NOTICE**

13           All notices, submissions or requests that are required or permitted to be given pursuant to  
14 this Final Judgment on Consent (“Notices”), and any responses thereto pursuant to this Final  
15 Judgment on Consent (“Response”), shall be given in writing and shall be sent by electronic mail;  
16 first-class certified mail, postage prepaid; or by overnight courier service, charges prepaid, to the  
17 Party to be notified, addressed to such Party at the address set forth below, or such other  
18 address(es) as such Party may have substituted by written Notice (given in accordance with this  
19 Paragraph) to the other Party. The sending of such Notice or Response with confirmation of  
20 receipt (in the case of delivery by first-class certified mail, electronic mail or by overnight courier  
21 service) shall constitute the giving thereof and are effective upon the confirmation date. All  
22 Notices or Responses shall be sent to:

23 For the People:

24  
25                           Dennis Beck  
26                           Supervising Deputy Attorney General  
27                           Office of the Attorney General  
28                           1300 “I” Street  
                              Sacramento, CA 95814  
                              Dennis.Beck@doj.ca.gov

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Carlos Guzman  
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For FRONTIER CALIFORNIA INC.:

FRONTIER CALIFORNIA INC.  
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and

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Any Party may change its Notice name and address by informing the other  
Party in writing, but no change is effective until it is received.

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

2                   Except as expressly provided in this Final Judgment on Consent, nothing in this Final  
3 Judgment on Consent is intended nor shall it be construed to preclude the People, or any  
4 California state, county, city, or local agency, department, board or entity, or any CUPA from  
5 exercising its authority under any law, statute or regulation. Furthermore, nothing in this Final  
6 Judgment on Consent shall be construed to create an employer-employee relationship between  
7 FRONTIER and any third-party contractor or subcontractor, nor shall it be construed to relieve  
8 FRONTIER from a legal obligation or create an obligation for FRONTIER to act in contravention  
9 of any applicable laws or regulations. Except as expressly provided in this Final Judgment on  
10 Consent, FRONTIER retains all of its defenses to the exercise of the aforementioned authority.

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

12                   The People shall not be liable for any injury or damage to PERSONS or property resulting  
13 from acts or omissions by FRONTIER, its directors, officers, employees, agents, representatives,  
14 or contractors, in carrying out activities pursuant to this Final Judgment on Consent, nor shall the  
15 People be held as a party to or guarantor for any contract entered into by FRONTIER, its directors,  
16 officers, employees, agents, representatives, or contractors in carrying out the requirements of this  
17 Final Judgment on Consent.

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

19                   The People's non-enforcement of this Final Judgment on Consent, or any provision therein,  
20 shall neither be deemed a waiver of such provision nor in any way affect the validity of this Final  
21 Judgment on Consent. Such non-enforcement shall not preclude it from later enforcing the same  
22 or any other provision of this Final Judgment on Consent. Except as expressly provided in this  
23 Final Judgment on Consent, FRONTIER retains all defenses allowed by law to any such later  
24 enforcement. No oral advice, guidance, suggestions, or comments by employees or officials of  
25 any Party regarding matters covered in this Final Judgment on Consent shall be construed to  
26 relieve any Party of its obligations under this Final Judgment on Consent.  
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1           **13. FUTURE REGULATORY CHANGES**

2           Nothing in this Final Judgment on Consent shall excuse FRONTIER from meeting any more  
3 stringent requirements that may be imposed by applicable law or by any changes in the applicable  
4 law. To the extent future statutory and regulatory changes make FRONTIER’s obligations  
5 conflict with or less stringent than those provided for in this Final Judgment on Consent,  
6 FRONTIER may apply to this Court on noticed motion for modification of those obligations  
7 contained herein.

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

9           This Final Judgment on Consent shall apply to and be binding upon the People and upon  
10 FRONTIER, including its successors and assigns.

11           **15. CONTINUING JURISDICTION**

12           The Court shall retain continuing jurisdiction to enforce the terms of this Final Judgment on  
13 Consent and to address any other matters arising out of or regarding this Final Judgment on  
14 Consent.

15           **16. ABILITY TO INSPECT COVERED FACILITIES AND COPY RECORDS**  
16 **AND DOCUMENTS**

17           On reasonable notice, FRONTIER shall permit any duly authorized representative of the  
18 People, by and through counsel of record for the People, to inspect any of the COVERED  
19 FACILITIES and to inspect and/or copy FRONTIER’s records and documents to determine  
20 whether FRONTIER is in compliance with the terms of this Final Judgment on Consent. Nothing  
21 in this Final Judgment on Consent is intended to limit in any way the right of entry or inspection  
22 that any agency may otherwise have by operation of any law. Furthermore, nothing in this  
23 Paragraph is intended to require access to or production of any documents that are protected from  
24 production or disclosure by the attorney-client privilege, attorney work product doctrine, any other  
25 applicable privilege, defenses, exemptions, or immunities afforded to FRONTIER under  
26 applicable law, nor does it waive any of the objections or defenses to which FRONTIER would be  
27 entitled in responding to requests for documents made by subpoena or other formal legal process  
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1 or discovery (all of which are hereby expressly reserved). FRONTIER shall provide electronic  
2 copies of requested documents whenever such electronic copies are reasonably available and shall  
3 not have an obligation under this Final Judgment on Consent to print paper copies of records  
4 provided electronically. This obligation shall not require FRONTIER to alter its normal document  
5 retention policies (including but not limited to policies regarding backup tapes for electronic  
6 documents); provided, however, that FRONTIER's policies and practices must comply with the  
7 HWCL.

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

9 Except as otherwise provided in Paragraph 5.2 of this Final Judgment on Consent,  
10 FRONTIER and the People shall each pay their own attorneys' fees, expert witness fees and costs  
11 and all other costs of litigation and investigation.

12 **18. CERTIFICATION UNDER PENALTY OF PERJURY**

13 Whenever this Final Judgment on Consent requires a CERTIFICATION by FRONTIER,  
14 such CERTIFICATION shall be provided by an authorized FRONTIER representative at a  
15 managerial level in charge of environmental compliance matters, or by an officer of FRONTIER  
16 who is authorized to bind FRONTIER. Each CERTIFICATION shall read as follows:

17 "This declaration is based upon my personal knowledge, the books and records of  
18 FRONTIER and/or information reported to me by other individuals in or working on behalf of the  
19 organization with personal knowledge of such facts. In reliance on the truth and accuracy of such  
20 books, records, and/or information so provided to me, and after conducting a reasonable  
21 investigation, I declare (or certify) under penalty of perjury that the foregoing is true and correct to  
22 the best of my current knowledge, information, and belief."

23 **19. INTERPRETATION**

24 This Final Judgment on Consent was drafted equally by the Parties. The Parties agree that  
25 the rule of construction holding that ambiguity is construed against the drafting party shall not  
26 apply to the interpretation of this Final Judgment on Consent.  
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1           **20. INTEGRATION**

2           This Final Judgment on Consent constitutes the entire agreement between the Parties with  
3 respect to the subject matter set forth herein and may not be amended or supplemented except as  
4 provided for in the Final Judgment on Consent. No oral representations have been made or relied  
5 upon other than as expressly set forth herein.

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

7           This Final Judgment on Consent may be modified upon written consent by all of the Parties  
8 with the approval of the Court or, if written consent to the proposed modification cannot be  
9 obtained, on noticed motion by one of the Parties (provided that FRONTIER may not seek to  
10 shorten the term of the injunction other than as provided in Paragraph 23). Prior to filing any such  
11 noticed motion, the Parties shall follow the dispute resolution requirements set forth in Paragraph  
12 6.3 of this Final Judgment on Consent.

13           **22. STATUS REPORTS**

14           Beginning six (6) months after the EFFECTIVE DATE, and every twelve (12) months  
15 thereafter, for as long as this Final Judgment on Consent remains in effect, FRONTIER shall  
16 submit an annual status report (Status Report) to the People’s representatives listed in Paragraph 9.  
17 The Status Report shall: briefly summarize the actions that FRONTIER has taken at COVERED  
18 FACILITIES during the previous year in order to comply with its obligations under this Final  
19 Judgment on Consent; disclose any notices of violation that FRONTIER has received pertaining to  
20 the matters covered in this Final Judgment on Consent and disclose any corrective actions taken as  
21 a result; set forth any penalties that FRONTIER has paid to any governmental agency for  
22 noncompliance arising from FRONTIER’s business operations at COVERED FACILITIES in  
23 California for the matters covered in this Final Judgment on Consent; and attach the following:  
24 An updated list of COVERED FACILITIES in the same format as **Exhibit A**; an updated list of  
25 entities used by or on behalf of FRONTIER to RECYCLE COVERED SCRAP METAL from  
26 COVERED FACILITIES (Paragraph 4.1.i(iii)); any UNIVERSAL WASTE HANDLER notices  
27 since the last Status Report (Paragraph 4.1.o(ii)); and an updated list of Designated Facility  
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1 Employees (Paragraph 4.1.r). Each Status Report shall be signed under penalty of perjury by an  
2 appropriate FRONTIER representative from management in accordance with the requirements of  
3 Paragraph 18.

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

5 At any time after this Final Judgment on Consent has been in effect for five (5) years, and  
6 provided FRONTIER has paid any and all amounts due under the Final Judgment on Consent and  
7 has been in substantial compliance with the injunctive terms herein, FRONTIER may, after first  
8 providing ninety (90) calendar days written notice to the People of the intent to file such a motion,  
9 file a motion requesting a Court order that the provisions of this Final Judgment on Consent shall  
10 have no further force or effect based on FRONTIER's demonstrated history, by a preponderance  
11 of the evidence, of substantial compliance with the Final Judgment on Consent. If the People  
12 agree that FRONTIER has demonstrated that it substantially complied with the obligations set  
13 forth in the Final Judgment on Consent, the People may file a statement of non-opposition to  
14 FRONTIER's motion. If the People disagree, the People may file a response setting forth the  
15 People's reasoning and recommendations regarding the disposition of the motion. Within forty-  
16 five (45) calendar days of the filing of FRONTIER's motion, the People may file its response and  
17 within thirty (30) calendar days after the filing of the People's response, FRONTIER may file a  
18 reply. The Parties agree that FRONTIER, subject to the Court's discretion, shall be entitled to  
19 FRONTIER's requested relief upon the Court's determination that FRONTIER has demonstrated,  
20 by a preponderance of the evidence, that it has substantially complied with the obligations set  
21 forth in this Final Judgment on Consent.

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If the Court does not grant FRONTIER’s request, FRONTIER may file a subsequent motion on a schedule determined by the Court but not less than six (6) months from the date of entry of the Court’s order denying FRONTIER’s prior motion.

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

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

PRE-FILING VERSION

PRE-FILING VERSION

**EXHIBIT A**

**EXHIBIT A  
Covered Facilities**

<b>Facility No.</b>	<b>City</b>	<b>Address</b>	<b>State</b>	<b>Zip</b>
1	Arcadia	11631/11633 Clark St	CA	91006
2	Barstow	135 Cozy Lane	CA	92311
3	Big Bear	135 W Sherwood Blvd	CA	92314
4	Camarillo	201 Flynn Rd	CA	93012
5	Chatsworth	21230 Lassen St	CA	91311
6	Downey	9637 Imperial Hwy	CA	90242
7	Elk Grove	9260 E Stockton Blvd	CA	95624
8	Exeter	200 E Firebaugh Ave	CA	93221
9	Garberville	485 Conger St	CA	95542
10	Goleta	424 Patterson Ave	CA	93111
11	Hemet	331 E Menlo Ave	CA	92543
12	Huntington Beach	7242 Slater Ave	CA	92647
13	Indio	83793 Dr Carreon Blvd	CA	92201
14	La Puente	15356 E Nelson Ave	CA	91744
15	Lakewood	3770 Industry Ave	CA	90712
16	Lancaster	45243 N Beech Ave	CA	93534
17	Lompoc	150 Burton Mesa Blvd	CA	93436
18	Los Angeles	1450 S Bundy Drive	CA	90025
19	Los Angeles	5546 Westlawn Ave	CA	90066
20	Los Gatos	201 Camellia Terrace	CA	95030
21	Los Gatos	15 Montebello Way	CA	95030
22	Manteca	17855 Comconex Rd	CA	95336
23	Menifee	32477 Haun Rd	CA	92584
24	Mentone	1960 Mentone Blvd	CA	92359
25	Moreno Valley	22384 Alessandro Blvd	CA	92553
26	Morgan Hill	16280 Church St	CA	95037
27	Pico Rivera	9317 Washington Blvd	CA	90660
28	Pomona	1400 E Phillips Blvd	CA	91766
29	Rancho Mirage	35625 Duval Dr.	CA	91342
30	San Bernardino	1796 N I St	CA	92405
31	Santa Fe Springs	13155 Alondra Blvd	CA	90670
32	San Fernando	605 8th Street	CA	91340
33	Santa Maria	1223 W Fairway Dr	CA	93455
34	Santa Monica	2001 Broadway	CA	90404
35	Seal Beach	2400 N Gate Rd	CA	90740
36	Solvang	1926 Old Mission Dr	CA	93463
37	Torrance	2545 208th Street	CA	90501
38	Upland	234 W. Foothill Blvd.	CA	91786
39	Van Nuys	14635 Keswick St	CA	91405
40	Victorville	14938 La Paz Dr.	CA	92395
41	Victorville	16461 Mojave Dr	CA	92395
42	Weaverville	115 Bremmer St	CA	96093

**EXHIBIT A**  
**Covered Facilities**

<b>43</b>	<b>Whittier</b>	11024 First Ave	CA	90603
<b>44</b>	<b>Yucca Valley</b>	57186 Yucca Trail	CA	92284

PRE-FILING VERSION

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**EXHIBIT B**

**EXHIBIT B**

**Labeling for Roll-off Containers and Dumpsters**

Pursuant to Paragraph 4.1.d (i) of this Final Judgment on Consent, the required labels for roll-off containers and dumpsters, the contents of which are destined for municipal solid waste landfills or municipal solid waste recycling facilities that are not authorized to receive HAZARDOUS WASTE, shall be in a form substantially equivalent to the sample images below.

**Landfill Trash Only**

- No Hazardous Waste
- No Universal Waste
- No Electronic Waste
- No Scrap Metal



Environmental, Health, Safety & Security **Emergency Hotline: 1-800-590-6605**  
EHS or Security Homepage: <http://home.ftr.com/safety>  
[http://home.ftr.com/corp\\_security](http://home.ftr.com/corp_security)

**Standard Recycling Only**

- No Hazardous Waste
- No Universal Waste
- No Electronic Waste
- No Scrap Metal



Environmental, Health, Safety & Security **Emergency Hotline: 1-800-590-6605**  
EHS or Security Homepage: <http://home.ftr.com/safety>  
[http://home.ftr.com/corp\\_security](http://home.ftr.com/corp_security)

**Landfill Trash & Standard Recycling Only**

- No Hazardous Waste
- No Universal Waste
- No Electronic Waste
- No Scrap Metal



Environmental, Health, Safety & Security **Emergency Hotline: 1-800-590-6605**  
EHS or Security Homepage: <http://home.ftr.com/safety>  
[http://home.ftr.com/corp\\_security](http://home.ftr.com/corp_security)

PRE-FILING VERSION

**EXHIBIT C**

**EXHIBIT C**

**Labeling for UNIVERSAL WASTE Accumulation Containers**

Pursuant to Paragraph 4.1.d (ii) of this Final Judgment on Consent, the required labels for UNIVERSAL WASTE accumulation containers shall be in a form substantially equivalent to the sample images below.

The UNIVERSAL WASTE label for containers:



**UNIVERSAL WASTE**

SHIPPER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

CONTENTS \_\_\_\_\_

ACCUMULATION START DATE \_\_\_\_\_

Samples of the representative pictorial images or graphics for common types of UNIVERSAL WASTE(S) that are to be accumulated in each container:





PRE-FILING VERSION

**EXHIBIT D**

**EXHIBIT D**  
**Protocol for Weekly Inspection of Roll-Off Containers and Dumpsters**

This protocol describes how FRONTIER will comply with the requirement contained in Paragraph 4.1.e(i) of this Final Judgment on Consent for inspection of all roll-off containers and all dumpsters ("Containers") at each of FRONTIER's COVERED FACILITIES used to collect items destined for municipal solid waste landfills or municipal recycling facilities to ensure that no COVERED WASTE ITEMS or COVERED SCRAP METAL are improperly discarded.

The inspections are to be conducted as follows:

- I. All Containers at each COVERED FACILITY will be inspected weekly to ensure that they are inspected before the contents are sent to a municipal solid waste landfill or recycling facility.
- II. The inspection will be conducted by the COVERED FACILITY's Designated Facility Employee or another WAREHOUSE EMPLOYEE as designated by the Designated Facility Employee. The employee conducting the inspection is referred to herein as the "Inspecting Employee." The inspection shall be conducted by an Inspecting Employee who has been trained pursuant to Paragraph 4.1.q of the Final Judgment on Consent.
- III. The Inspecting Employee will take the following steps to inspect each Container:
  - Step 1:** Open the Container.
  - Step 2:** Conduct an initial visual inspection of the items in the Container, without entering the Container. Identify whether any COVERED WASTE ITEMS or COVERED SCRAP METAL are present in the Container.
  - Step 3:** If COVERED WASTE ITEMS or COVERED SCRAP METAL are identified in Step 2, remove the COVERED WASTE ITEMS or COVERED SCRAP METAL and place the item(s) in the appropriate HAZARDOUS WASTE, UNIVERSAL WASTE, or SCRAP METAL container(s).
  - Step 4:** Without entering the Container, use a shovel or other instrument to manipulate the Container contents in order to conduct further visual inspection of the items in the Container. Continue to manipulate and shift the items in the Container until a reasonably thorough inspection of the Container's contents has been conducted. Identify whether any COVERED WASTE ITEMS or COVERED SCRAP METAL are present in the Container.
  - Step 5:** If COVERED WASTE ITEMS or COVERED SCRAP METAL are identified in Step 4, remove the COVERED WASTE ITEMS or COVERED SCRAP METAL and place the item(s) in the appropriate HAZARDOUS WASTE, UNIVERSAL WASTE, or SCRAP METAL container(s).
  - Step 6:** Close the Container after inspection is complete.
  - Step 7:** Complete the hazardous waste inspection log ("Log"). The completed Log should include the following information:

- COVERED FACILITY location

**EXHIBIT D**  
**Protocol for Weekly Inspection of Roll-Off Containers and Dumpsters**

- Date and time of inspection
- Inspecting Employee's initials
- Whether or not COVERED WASTE ITEMS or COVERED SCRAP METAL were identified in the Containers
- If COVERED WASTE ITEMS or COVERED SCRAP METAL were identified in the Containers, the types of items found by category and the amount found for each category. The categories include:
  - Scrap Metal (Recycling)
  - Batteries (Universal Waste)
  - Electronic Devices (Universal Waste)
  - Aerosols (Universal Wastes)
  - Fluorescent Bulbs (Universal Waste)
  - Hazardous Waste Sealants, Hazardous Adhesives, and
  - Hazardous Silicones (Non-Green)

**Step 8:** Save a copy of the completed Log in the designated location in the COVERED FACILITY or electronically.

PRE-FILING VERSION

**EXHIBIT E**

**EXHIBIT E**  
**Certification of Compliance with Training Requirements**

I have read Paragraph 4.1.q. of the Final Judgment on Consent ("Final Judgment") and am aware of its provisions.

I hereby declare that, as of *[Insert Date]*, (1) HAZARDOUS WASTE training was provided to all COVERED EMPLOYEES as required by Paragraph 4. 1.q (ii)(a) of the Final Judgment and (2) systems to provide and track required training were implemented at all COVERED FACILITIES as required by Paragraph 4.1.q (i) of the Final Judgment.

This declaration is based upon my personal knowledge, the books and records of FRONTIER and/or information reported to me by other individuals in or working on behalf of the organization with personal knowledge of such facts. In reliance on the truth and accuracy of such books, records, and/or information so provided to me, and after conducting a reasonable investigation, I declare (or certify) under penalty of perjury that the foregoing is true and correct to the best of my current knowledge, information, and belief.

/s/ \_\_\_\_\_

*[Insert Position of Authorized FRONTIER Representative]*  
*[Insert Date]*

PRE-FILING VERSION

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**EXHIBIT F**

**EXHIBIT F**  
**Disbursement of Civil Penalties**

Row #	Attorney General and District Attorney’s Office Receiving Civil Penalties	Allocation of Civil Penalties Pursuant to Government Code Section 26506
1	Attorney General’s Office <i>(see endnote)<sup>i</sup></i>	\$1,400,000
2	Alameda County District Attorney’s Office <i>(see endnote)<sup>ii</sup></i>	\$800,000
3	San Mateo County District Attorney’s Office <i>(see endnote)<sup>iii</sup></i>	\$600,000
	<b>TOTAL PENALTIES</b> <i>(see endnote)<sup>iv</sup></i>	<b>\$2,800,000</b>

<sup>i</sup> Pursuant to the terms of the Stipulation for Entry of Final Judgment, FRONTIER shall pay the Attorney General’s portion of civil penalties in the total amount of \$1,400,000. 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. Frontier California, Inc.”) and the internal docket number for this matter (OK2012506377). 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.

<sup>ii</sup> The civil penalties in the amount of \$800,000.00 paid to the Alameda County District Attorney’s Office pursuant to this Final Judgment and Permanent Injunction on Consent are designated as non-supplanting funds to be used by the Alameda County District Attorney’s Office only for the investigation and prosecution of environmental and consumer protection cases, including, without limitation, those cases that can potentially be brought as unfair competition actions pursuant to Business and Professions Code section 17200, et seq.

**EXHIBIT F**  
**Disbursement of Civil Penalties**

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iii The civil penalties in the amount of \$600,000.00 paid to the San Mateo County District Attorney's Office pursuant to this Final Judgment and Permanent Injunction on Consent are designated as non-supplanting funds to be used by the San Mateo County District Attorney's Office only for the investigation and prosecution of environmental and consumer protection cases, including, without limitation, those cases that can potentially be brought as unfair competition actions pursuant to Business and Professions Code section 17200, et seq.

iv Pursuant to Government Code section 26506, the proceeds of any civil penalties or other monetary awards recovered in any 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 shall be paid as approved by the Court.

PRE-FILING VERSION



PRE-FILING VERSION

**EXHIBIT G**

**EXHIBIT G**  
**Reimbursement of Costs**

Row #	California Attorney General and District Attorneys Receiving Reimbursement of Costs	Allocation of Costs Pursuant to Government Code Section 26506
1	California Attorney General's Office ( <i>see endnote</i> ) <sup>i</sup>	\$200,000
2	Alameda County District Attorney's Office	\$200,000
3	San Mateo County District Attorney's Office	\$50,000
4	<b>Total Reimbursement of Costs</b> ( <i>see endnote</i> ) <sup>ii</sup>	<b>\$450,000</b>

<sup>i</sup> Pursuant to the terms of the Final Judgment and Permanent Injunction on Consent, FRONTIER shall pay \$200,000 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. Frontier California, Inc.") and the internal docket number for this matter (OK2012506377). 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.

<sup>ii</sup> Pursuant to Government Code section 26506, the proceeds of any civil penalties or other monetary awards recovered in any 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 shall be paid as approved by the Court.

PRE-FILING VERSION

**EXHIBIT H**

**EXHIBIT H**  
**Supplemental Environmental Projects<sup>i</sup>**

1. **California Department of Toxic Substances Control.** FRONTIER shall provide the amount of FIFTY THOUSAND DOLLARS (\$50,000) to be used by the California Department of Toxic Substances Control for the procurement of investigatory equipment to be utilized by the Office of Criminal Investigations.
2. **Craig Thompson Environmental Protection Prosecution Fund.** FRONTIER shall provide the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000) 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 Hazardous Material Investigators Association (CHMIA).** FRONTIER shall provide the amount of FIFTY THOUSAND DOLLARS (\$50,000) to be used by the California Hazardous Material Investigators Association (CHMIA) to fund hazardous waste/universal waste enforcement training programs for California environmental regulators and law enforcement personnel.
4. **Western States Project.** FRONTIER shall provide the amount of FIFTY THOUSAND DOLLARS (\$50,000) to be used by the Western States Project for the purpose of providing training consistent with the objectives of the Project.

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<sup>i</sup> The agencies and entities receiving funds for the supplemental environmental projects defined herein shall ensure that these funds are expended for the purposes specified in this Exhibit H 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 of this Final Judgment and Permanent Injunction on Consent. Upon request by the People, these agencies and entities shall provide any supporting documentation of specific use of the funds and/or the activities completed.

PRE-FILING VERSION

**EXHIBIT I**

**EXHIBIT I**  
**Supplemental Environmental Compliance Measures**

Pursuant to Paragraphs 5. and 5.4 of the Final Judgment on Consent, Frontier shall be liable for an additional amount of Two Hundred and Fifty Thousand Dollars (\$250,000), which shall be suspended for a period of five (5) years from the EFFECTIVE DATE (“Suspended Penalties”). FRONTIER shall be entitled to a credit against the Suspended Penalties in an amount equal to fifty percent (50%) of sums spent over five (5) years from the Effective Date for undertaking Supplemental Environmental Compliance Measures (“SECMs”) beyond those required by HAZARDOUS WASTE law, statute, regulation, or ordinance. To receive the full credit, FRONTIER shall spend at least Five Hundred Thousand Dollars (\$500,000) for the SECMs specified below during the five-year period following the EFFECTIVE DATE.

Every twelve (12) months during the five-year period following the EFFECTIVE DATE, FRONTIER shall provide a report to each of the People’s representatives, identified in Paragraph 9 of the Final Judgment on Consent, which identifies the SECMs which qualify for credit against the Suspended Penalties and the dollar amount of credit sought. Such report shall be accompanied by a CERTIFICATION pursuant to Paragraph 18 of the Final Judgment on Consent. The People have twenty-one (21) days from receipt of the report, pursuant to the notice provisions set forth in Paragraph 9, to request that FRONTIER meet and confer regarding the report. The Parties agree to follow the dispute resolution requirements set forth in Paragraph 6.3 of this Final Judgment on Consent prior to filing an application or motion with the Court relating to the Suspended Penalties.

In the event FRONTIER has demonstrated to the People’s satisfaction that the expenditure of at least Five Hundred Thousand dollars (\$500,000) prior to the fifth anniversary of the EFFECTIVE DATE, the reporting obligation required by this paragraph shall cease.

If FRONTIER has not expended at least Five Hundred Thousand Dollars (\$500,000) for these SECMs during the five (5) year period following the EFFECTIVE DATE, then FRONTIER shall pay the difference of the actual expenditures and Five Hundred Thousand Dollars (\$500,000), not to exceed the total of the Suspended Penalty amount of Two Hundred and Fifty Thousand Dollars (\$250,000). The remaining balance of the Suspended Penalties, should it become owing, shall be paid to the People within forty-five (45) days of the end of the five (5) year period following the EFFECTIVE DATE, delivered to the representative of the California Attorney General’s Office, as identified in Paragraph 9 or as otherwise indicated by the People.

The following items may be utilized in the calculation of credit against civil penalties.

**1. California-Specific Environmental Compliance Personnel and Consultants:**

The cost to FRONTIER of maintaining California consultants and at least one California employee whose primary responsibility will be overseeing FRONTIER’S compliance with California environmental laws and the terms of this Final Judgment on Consent shall be allowable as credit against the Suspended Penalties.

**EXHIBIT I**  
**Supplemental Environmental Compliance Measures**

**2. Retention of AUDITOR for HWCL and Programmatic Field Audits:**

The cost to FRONTIER for the Auditor to conduct HWCL Audits and Programmatic Field Audits to evaluate the compliance by FRONTIER with Paragraph 4.1.s. shall be allowable as credit against the Suspended Penalties.

**3. Post-Judgment Inspections:**

The cost to FRONTIER of conducting inspections, as specified in Paragraph 4.1.e. of the Final Judgment on Consent and the inspection policies and procedures identified in Exhibit D, shall be allowable as a credit against the Suspended Penalties.

**4. Enhanced Training, Instruction, and Guidance:**

The cost to FRONTIER of conducting enhanced training of COVERED EMPLOYEES for policies and procedures (including the recycling of non-hazardous waste scrap metal) for over-and-above compliance (which may include online education training and tracking programs, educational and guidance materials for COVERED EMPLOYEES, and additional informational signage for COVERED EMPLOYEES at COVERED FACILITIES), shall be allowable as a credit against the Suspended Penalties.

**5. Recycling of Scrap Metal:**

The cost to FRONTIER of recycling SCRAP METAL at the COVERED FACILITIES even though recycling of non-hazardous SCRAP METAL is not required by the HWCL shall be allowable as a credit against the Suspended Penalties.

**6. Additional SECMs:**

The cost to FRONTIER of conducting any additional SECM, as approved by the People, shall be allowable as a credit against the Suspended Penalties.

PRE-FILING VERSION

**EXHIBIT J**



**EXHIBIT J**  
**Covered Matter Facilities**

<b>Facility No.</b>	<b>City</b>	<b>Address</b>	<b>State</b>	<b>Zip</b>
1	Arcadia	11631/11633 CLARK ST	CA	91006
2	Barstow	135 COZY LANE	CA	92311
3	Big Bear	135 W Sherwood Blvd	CA	92314
4	Camarillo	201 Flynn Rd	CA	93012
5	Chatsworth	21230 Lassen St	CA	91311
6	Downey	9637 Imperial Hwy	CA	90242
7	Elk Grove	9260 E Stockton Blvd	CA	95624
8	Exeter	200 E Firebaugh Ave	CA	93221
9	Garberville	485 Conger St	CA	95542
10	Goleta	424 Patterson Ave	CA	93111
11	Hemet	331 E Menlo Ave	CA	92543
12	Huntington Beach	7242 Slater Ave	CA	92647
13	Indio	83793 Dr Carreon Blvd	CA	92201
14	La Puente	15356 E Nelson Ave	CA	91744
15	Lakewood	3770 Industry Ave	CA	90712
16	Lancaster	45243 N Beech Ave	CA	93534
17	Lompoc	150 Burton Mesa Blvd	CA	93436
18	Los Angeles	1450 S Bundy Drive	CA	90025
19	Los Angeles	5546 Westlawn Ave	CA	90066
20	Los Gatos	201 Camellia Terrace	CA	95030
21	Los Gatos	15 Montebello Way	CA	95030
22	Manteca	17855 Comconex Rd	CA	95336
23	Menifee	32477 Haun Rd	CA	92584
24	Mentone	1960 Mentone Blvd	CA	92359
25	Moreno Valley	22384 Alessandro Blvd	CA	92553
26	Morgan Hill	16280 Church St	CA	95037
27	Pico Rivera	9317 Washington Blvd	CA	90660
28	Pomona	1400 E Phillips Blvd	CA	91766
29	Rancho Mirage	35625 Duval Dr.	CA	91342
30	San Bernardino	1796 N I St	CA	92405
31	San Fernando	605 8th Street	CA	91340
32	Santa Fe Springs	13155 Alondra Blvd	CA	90670
33	Santa Maria	1223 W Fairway Dr	CA	93455
34	Santa Monica	2001 Broadway	CA	90404
35	Seal Beach	2400 N Gate Rd	CA	90740
36	Solvang	1926 Old Mission Dr	CA	93463
37	Torrance	2545 208th Street	CA	90501
38	Upland	234 W. Foothill Blvd.	CA	91786
39	Van Nuys	14635 Keswick St	CA	91405
40	Victorville	14938 La Paz Dr.	CA	92395
41	Victorville	16461 Mojave Dr	CA	92395

**EXHIBIT J**  
**Covered Matter Facilities**

42	<b>Weaverville</b>	115 Bremmer St	CA	96093
43	<b>Whittier</b>	11024 First Ave	CA	90603
44	<b>Yucca Valley</b>	57186 Yucca Trail	CA	92284
45	<b>Big Bear Lake</b>	560 Bartlett Rd	CA	92315
46	<b>Bloomington</b>	18850 Orange St	CA	92316
47	<b>Dos Palos</b>	1823 Marguerite St	CA	93620
48	<b>Hayward</b>	21350 Cabot Blvd	CA	94545
49	<b>Irvine</b>	17642 Armstrong Ave	CA	92614
50	<b>Lakewood</b>	3771 Industry Ave	CA	90712
51	<b>Los Angeles</b>	1544 Cotner Ave	CA	90025
52	<b>Los Angeles</b>	800 S. Hope St	CA	90017
53	<b>Ontario</b>	1495 Auto Center Dr	CA	91761
54	<b>Palm Springs</b>	950 Williams St	CA	92264
55	<b>Reedley</b>	1625 E Dinuba Ave	CA	93654
56	<b>Rimforest</b>	Pine Ave at Blackfoot Ter	CA	92378
57	<b>San Diego</b>	8806 Complex Dr	CA	92123
58	<b>San Joaquin</b>	21925 Nevada St	CA	93660
59	<b>Santa Monica</b>	2500 Michigan Ave	CA	90404
60	<b>Sherman Oaks</b>	15303 Ventura Blvd	CA	91406
61	<b>Twentynine Palms</b>	73743 Amboy Rd	CA	91040
62	<b>Victorville</b>	14041 Mojave	CA	92395
63	<b>West Sacramento</b>	2820 Kovr Drive	CA	95605
64	<b>San Fernando</b>	510 Park Ave	CA	91340
65	<b>Santa Fe Springs</b>	12905 E Los Nietos Rd	CA	90670
66	<b>Victorville</b>	16071 La Paz Drive	CA	92395
67	<b>Victorville</b>	16071 Mojave Dr.	CA	92395
68	<b>Novato</b>	501 Davidson Ave	CA	94945
69	<b>Taft</b>	601 Gardner Field Rd	CA	93268
70	<b>Bishop</b>	385 S. Fowler St	CA	93514
71	<b>Irwindale</b>	5010 Azusa Canyon Rd	CA	91706
72	<b>Rancho Cucamonga</b>	9000 Hellman Ave	CA	91730
73	<b>Redondo Beach</b>	2819 W 182nd St	CA	90504