

Copy

**ENDORSED
FILED
ALAMEDA COUNTY**

NOV 09 2017

CLERK OF THE SUPERIOR COURT

By TANIA PIERCE Deputy

XAVIER BECERRA
Attorney General of California
MARGARITA PADILLA, SBN 99966
Supervising Deputy Attorney General
1515 Clay Street, 20th Floor
Oakland, CA 94612
EDWARD H. OCHOA, SBN 144842
JOHN W. EVERETT, SBN 259481
Deputy Attorneys General
600 West Broadway, Suite 1800
San Diego, CA 92101

Direct Contact Information:
Telephone: (510) 879-0815
Fax: (510) 622-2270
E-mail: Margarita.Padilla@doj.ca.gov
Attorneys for People of the State of California

[Plaintiff's Counsel Continued on Attached]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

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

Plaintiff,

v.

**PACIFIC BELL TELEPHONE COMPANY D/B/A
AT&T CALIFORNIA, AT&T CORP., AND
AT&T SERVICES, INC.,**

Defendants.

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

Plaintiff,

v.

DIRECTV, LLC,

Defendant.

Reservation Number: R-1908121

Lead Case No. RG 14748856

(Consolidated with Case No. RG17880964)

**STIPULATION FOR ENTRY OF
AMENDED FINAL JUDGMENT AND
PERMANENT INJUNCTION ON
CONSENT**

Date: November 21, 2017

Time: 2:30 p.m.

Dept: 17

Judge: Hon. George C. Hernandez, Jr.

Trial Date: None Set

Actions Filed:

November 20, 2014 (RG14748856) and
November 2, 2017 (RG17880964)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1 This Stipulation for Entry of Amended Final Judgment and Permanent Injunction on
2 Consent ("Stipulation") is entered into by Plaintiff, the People of the State of California
3 ("People") and Defendants Pacific Bell Telephone Company dba AT&T California, AT&T Corp.,
4 AT&T Services, Inc., and DIRECTV, LLC (collectively "Defendants"). For purposes of this
5 Stipulation, the People and Defendants shall be referred to collectively as "Parties."

6 INTRODUCTION

7 This consolidated matter is an enforcement action for violations alleged under California's
8 Hazardous Waste Control Law, chapter 6.5 of division 20 of the Health and Safety Code, sections
9 25100 et seq. ("HWCL") and its implementing regulations, California Code of Regulations, title
10 22, section 66260.1 et seq. ("Title 22"), as well as under California's Unfair Competition Law
11 ("UCL"), Business and Professions Code section 17200 et seq.

12 On November 24, 2014, this Court entered a Final Judgment and Permanent Injunction on
13 Consent ("Initial Final Judgment") resolving the People's claims as alleged in the Complaint filed
14 against defendants Pacific Bell Telephone Company dba AT&T California, AT&T Corp., AT&T
15 Services, Inc. (collectively referred to herein as "AT&T") in the Lead Case No. RG14748856.
16 Pursuant to paragraph 21 of the Initial Final Judgment, the People and AT&T may modify the
17 Initial Final Judgment upon written consent and approval of the Court.

18 In July 2015, an AT&T affiliate acquired DIRECTV, LLC (hereinafter "DIRECTV").
19 Pursuant to that merger, AT&T and DIRECTV offer their customers a combined array of cable,
20 satellite, telephony and internet services. In addition, DIRECTV now manages certain specified
21 hazardous wastes generated as a result of these services in substantially the same manner and
22 under a common hazardous waste management program as the AT&T defendants manage their
23 hazardous wastes under the terms of the Initial Final Judgment.

24 In the case *"The People of the State of California v. DIRECTV, LLC*, Alameda County
25 Superior Court Case No. RG17880964, which is now part of this consolidated proceeding, the
26 People alleged in their Complaint ("DTV Complaint") that DIRECTV has violated the HWCL
27 and UCL by its improper waste determination, storage, handling, transportation, and disposal of
28 certain hazardous waste (as specified in the DTV Complaint) at or in connection with

1 DIRECTV's "COVERED FACILITIES" (defined in Paragraph 3 of the "[Proposed] Amended
2 Final Judgment and Permanent Injunction on Consent" ("Amended Final Judgment") attached
3 hereto as **Exhibit No. 1**) in California from January 1, 2005 through and including the date of
4 filing of the DTV Complaint. DIRECTV does not admit any issue of fact or law alleged therein
5 or any violation of law.

6 The Parties engaged in settlement negotiations prior to the filing of this Stipulation. In
7 these negotiations, the People were represented by the Attorney General of the State of California
8 and the District Attorney for the County of Alameda. Defendants were represented by Paul
9 Hastings LLP. In light of the merger with the AT&T affiliate, the People and Defendants now
10 propose to resolve DIRECTV's liability by this Stipulation to amend the Initial Final Judgment to
11 add comparable provisions pertinent to DIRECTV and keep the terms of the prior settlement with
12 the AT&T defendants. Along with this Stipulation, the Parties have concurrently lodged with the
13 Court their proposed Amended Final Judgment. Plaintiff has also concurrently filed with the
14 Court a notice of motion and motion for approval and entry of the proposed Amended Final
15 Judgment. That motion is scheduled for hearing on November 21, 2017, at 2:30 p.m.

16 The People believe that the resolution embodied in this Stipulation and the proposed
17 Amended Final Judgment are fair and reasonable and fulfills the People's enforcement objectives;
18 that the terms of the Amended Final Judgment are appropriate; that no further action is warranted
19 concerning the violations alleged in the DTV Complaint, except as provided in the Amended
20 Final Judgment; and that entry of the Amended Final Judgment is in the best interest of the
21 public. The People note that DIRECTV has already implemented many hazardous waste and
22 universal waste management measures that are beyond the steps required by law. Defendants
23 agree that the Amended Final Judgment is a fair and reasonable resolution of the matters alleged
24 in the DTV Complaint.

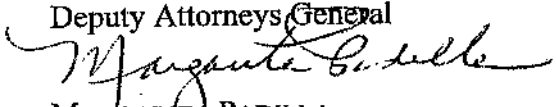
1 **AMENDED FINAL JUDGMENT PURSUANT TO STIPULATION**

2 The Parties, after opportunity for review by counsel, hereby stipulate and consent to the
3 entry of the Amended Final Judgment attached hereto as Exhibit No. 1.

4 **IT IS SO STIPULATED.**

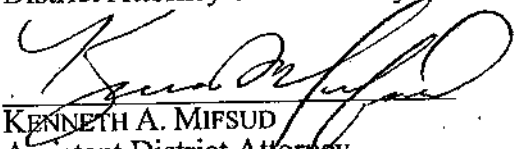
5 Dated: 10-31, 2017

XAVIER BECERRA
Attorney General of California
MARGARITA PADILLA
Supervising Deputy Attorney General
EDWARD H. OCHOA
JOHN W. EVERETT
Deputy Attorneys General

6
7
8 
9 MARGARITA PADILLA
10 Supervising Deputy Attorney General
11 Attorneys for People of the State of
12 California

13 Dated: 10-30, 2017

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

14 
15 KENNETH A. MIFSUD
16 Assistant District Attorney
17 KEVIN WONG
18 Deputy District Attorney
19 Attorneys for Plaintiff, People of the State of
20 California

21 Dated: _____, 2017

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

22
23

KEITH KORTE
24 SENIOR VICE PRESIDENT, INTERNET AND
25 ENTERTAINMENT FIELD SERVICES
26 ON BEHALF OF PACIFIC BELL TELEPHONE
27 COMPANY d/b/a AT&T California, AT&T
28 Corp., and AT&T Services, Inc.

1 **AMENDED FINAL JUDGMENT PURSUANT TO STIPULATION**

2 The Parties, after opportunity for review by counsel, hereby stipulate and consent to the
3 entry of the Amended Final Judgment attached hereto as Exhibit No. 1.

4 **IT IS SO STIPULATED.**

5 Dated: _____, 2017

XAVIER BECERRA
Attorney General of California
MARGARITA PADILLA
Supervising Deputy Attorney General
EDWARD H. OCHOA
JOHN W. EVERETT
Deputy Attorneys General

MARGARITA PADILLA
Supervising Deputy Attorney General
*Attorneys for People of the State of
California*

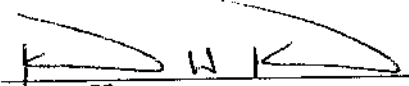
13 Dated: _____, 2017

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

15 _____
16 KENNETH A. MIFSUD
Assistant District Attorney
KEVIN WONG
Deputy District Attorney
*Attorneys for Plaintiff, People of the State of
California*

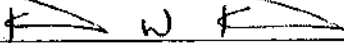
20 Dated: October 30, 2017

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

23 
24 KEITH KORTE
25 SENIOR VICE PRESIDENT, INTERNET AND
26 ENTERTAINMENT FIELD SERVICES
27 ON BEHALF OF PACIFIC BELL TELEPHONE
28 COMPANY d/b/a AT&T California, AT&T
Corp., and AT&T Services, Inc.

1 Dated: October 30, 2017

DIRECTV, LLC

2 
3 KEITH KORTE
4 SENIOR VICE PRESIDENT, INTERNET AND
5 ENTERTAINMENT FIELD SERVICES
6 ON BEHALF OF DIRECTV, LLC

7
8
9
10
11 APPROVED AS TO FORM:

12 Dated: _____, 2017

13
14 _____
15 DEBORAH SCHMALL
16 Paul Hastings, LLP
17 *Attorneys for Defendants Pacific Bell Telephone*
18 *d/b/a AT&T California, AT&T Corp., AT&T*
19 *Services, Inc., and DIRECTV, LLC*
20
21
22
23
24
25
26
27

28 OK2012506374


1 Dated: _____, 2017

DIRECTV, LLC

2
3 KEITH KORTE
4 SENIOR VICE PRESIDENT, INTERNET AND
5 ENTERTAINMENT FIELD SERVICES
6 ON BEHALF OF DIRECTV, LLC

7
8
9
10
11 APPROVED AS TO FORM:

12 Dated: October 20, 2017.

13
14 
15 DEBORAH SCHMALL
16 Paul Hastings, LLP
17 *Attorneys for Defendants Pacific Bell Telephone*
18 *d/b/a AT&T California, AT&T Corp., AT&T*
19 *Services, Inc., and DIRECTV, LLC*

20
21
22
23
24
25
26
27
28 OK2012506374

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

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

Defendants.

Lead Case No. RG 14748856

(Consolidated with Case No. RG17880964)

[PROPOSED] AMENDED FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT

(ASSIGNED FOR ALL PURPOSES TO:

THE HONORABLE GEORGE C. HERNANDEZ, Jr., DEPARTMENT 17)

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

DIRECTV, LLC,

Defendant.

1 WHEREAS, The PEOPLE OF THE STATE OF CALIFORNIA, by and through Xavier
2 Becerra, Attorney General of the State of California, and by and through Nancy O'Malley,
3 District Attorney of the County of Alameda (collectively referred to herein as "the People") and
4 Defendants Pacific Bell Telephone Company d/b/a AT&T California, AT&T Corp., and AT&T
5 Services, Inc. (collectively referred to herein as "AT&T" and collectively with the People referred
6 to as the "Initial Parties"), by their respective attorneys, previously consented to the entry of a
7 Final Judgment and Permanent Injunction on Consent and the Court, finding that the settlement
8 was fair and in the public interest, previously signed and entered the Final Judgment on Consent
9 on November 24, 2014 (hereinafter "Initial Final Judgment on Consent");

10 WHEREAS, in July 2015, an AT&T affiliate acquired DIRECTV, LLC (hereinafter
11 "DIRECTV"). In the matter "*The People of the State of California v. DIRECTV, LLC*, Alameda
12 County Superior Court Case No. RG17880964, which is now part of this consolidated
13 proceeding, the People have alleged in their Complaint ("DTV Complaint") that DIRECTV has
14 violated the Hazardous Waste Control Law (Health & Saf. Code, §25100 et seq.) and the Unfair
15 Competition Law (Bus. & Prof. Code, § 17200 et seq.) in the course of handling CONSENT
16 JUDGMENT WASTE ITEMS (as defined below) at certain of its facilities located in California.
17 The Initial Parties and DIRECTV (collectively referred to herein as the "Parties") have entered
18 into a Stipulation for Entry of Amended Final Judgment and Permanent Injunction requesting that
19 the Initial Final Judgment on Consent be amended to bring DIRECTV and its California facilities
20 within the terms of the Amended Final Judgment and Permanent Injunction, modifying it as
21 appropriate to reflect the addition of another party (DIRECTV) into this consolidated matter;

22 WHEREAS, the Court granted the Parties' Stipulation For Consolidation of Case No.
23 RG17880964 with Related Case No. RG14748856 for All Purposes and Proposed Order;

24 AND WHEREAS, the Court granted the People's Motion for Approval and Entry of
25 Proposed Amended Final Judgment and Permanent Injunction and finding that the settlement
26 between the Parties as reflected in this Amended Final Judgment and Permanent Injunction on
27 Consent ("Amended Final Judgment on Consent") is fair and in the public interest;

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

3 **AMENDED FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT**

4 **1. JURISDICTION**

5 The Parties stipulate and agree that the Superior Court of California, County of Alameda
6 has subject matter jurisdiction over the matters alleged in this consolidated action and personal
7 jurisdiction over the Parties to this Amended Final Judgment on Consent.

8 **2. SETTLEMENT OF DISPUTED CLAIMS**

9 This Amended Final Judgment on Consent is not an admission by the COMPANY (defined
10 in Paragraph 3 below) regarding any issue of law or fact in the above-captioned consolidated
11 matter or any violation of law. The Parties enter into this Amended Final Judgment on Consent
12 pursuant to a compromise and settlement of disputed claims for purposes of furthering the public
13 interest. The People believe that: the resolution embodied in this Amended Final Judgment on
14 Consent is fair and reasonable and fulfills the People's enforcement objectives; that except as
15 provided in this Amended Final Judgment on Consent, no further action is warranted concerning
16 the allegations contained in the Complaint for Civil Penalties and Injunctive Relief previously
17 filed against AT&T ("AT&T Complaint") and the DTV Complaint (collectively, referred to as
18 the "Complaints"); and that entry of this Amended Final Judgment on Consent is in the best
19 interest of the public. The COMPANY agrees that this Amended Final Judgment on Consent is a
20 fair and reasonable resolution of the matters alleged in the Complaints. The Parties also waive
21 their respective rights to appeal.

22 **3. DEFINITIONS**

23 Except where otherwise expressly defined in this Amended Final Judgment on Consent, all
24 terms shall be interpreted consistent with chapter 6.5 of division 20 of the California Health and
25 Safety Code and title 22 of the California Code of Regulations promulgated under that chapter.
26 The following terms used in this Amended Final Judgment on Consent shall have the meaning(s)
27 set forth below:
28

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

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

11 “CERTIFIED UNIFIED PROGRAM AGENCY” or “CUPA” is an agency certified by the
12 California Environmental Protection Agency pursuant to the requirements of chapter 6.11 of the
13 California Health and Safety Code, and title 27 of the California Code of Regulations, to
14 implement certain state environmental programs within the local agency’s jurisdiction.

15 “COMPANY” means collectively the legal entity or entities in subparagraphs (i) and (ii),
16 including each entities’ respective corporate successors and assigns, conducting either (a) the
17 AT&T wireline¹ business(es) and operations in California, including but not limited to, the
18 telephone, internet and U-verse business operations in California, or (b) the installation, repair,
19 and maintenance of DIRECTV satellite video equipment and services in California, from entry of
20 this Amended Final Judgment on Consent through the termination of its injunctive provisions
21 applying to them: (i) DIRECTV, LLC (“DIRECTV”); and (ii) Pacific Bell Telephone Company
22 d/b/a AT&T California, AT&T Corp., and AT&T Services, Inc. (collectively “AT&T”). When
23 the terms of this Amended Final Judgment on Consent are intended to refer only to AT&T or
24 DIRECTV, those terms are used in lieu of the term “COMPANY”.

25
26
27 ¹ For purposes of this Amended Final Judgment on Consent, the term “wireline” shall
28 have the meaning assigned to it by the Federal Communications Commission’s Wireline
Competition Bureau, as referenced in the Communications Act of 1934, as amended. See 47
U.S.C. § 153(59) (definition of “wire communication”).

1 “CONSENT JUDGMENT WASTE ITEMS” shall mean the following items when they
2 have become WASTE: (i) HAZARDOUS WASTE AEROSOL CANS and UNIVERSAL
3 WASTE AEROSOL CANS; (ii) BATTERIES; (iii) ELECTRONIC DEVICES; and (iv) OTHER
4 COVERED ITEMS. **Exhibit B** contains a list of items considered to be CONSENT
5 JUDGMENT WASTE ITEMS. Items that fall within the scope of categories listed in **Exhibit B**
6 (unless expressly excepted therein) may be removed from the category of “CONSENT
7 JUDGMENT WASTE ITEMS” provided those items do not exhibit a HAZARDOUS
8 CHARACTERISTIC, and only pursuant to the certifications set forth in Paragraph 4.0.a. or the
9 procedures set forth in Paragraphs 4.0.a. and 4.0.b.

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

20 “COVERED EMPLOYEES” means FIELD TECHNICIANS, as well as other COMPANY
21 employees whose job duties require the handling or MANAGEMENT of CONSENT
22 JUDGMENT WASTE ITEMS.

23 “COVERED FACILITY” or “COVERED FACILITIES” means collectively all of the
24 facilities in the following categories (unless expressly limited in context in this Amended Final
25 Judgment on Consent to only one of the following categories): (i) those facilities in the State of
26 California which are owned or operated by AT&T and listed on the attached Exhibit A, consisting
27 of: (1) facilities that are solely Field Operations Centers; (2) Material Utilization Centers; and (3)
28 other operational facilities, such as Administrative or Central Offices, with FIELD

1 TECHNICIANS assigned and to which such technicians bring CONSENT JUDGMENT WASTE
2 ITEMS, unless there are no trash receptacles at such operational facility, the FIELD
3 TECHNICIANS do not have access to the trash receptacles at such operational facilities, or all
4 such CONSENT JUDGMENT WASTE ITEMS remain in the FIELD TECHNICIANS' vehicles,
5 and in all instances all such CONSENT JUDGMENT WASTE ITEMS are PROMPTLY taken to
6 a separate COVERED FACILITY for proper disposition; (ii) those facilities in the State of
7 California owned and operated by DIRECTV prior to entry of this Amended Final Judgment on
8 Consent referred to as "owned and operated" or "O & O" facilities listed on **Exhibit K**; and (iii)
9 any facilities in the State of California the COMPANY (either DIRECTV or AT&T) comes to
10 own or operate after entry of this Amended Final Judgment on Consent, that are (1) solely Field
11 Operations Centers; (2) Material Utilization Centers; or (3) any other operational facilities with
12 FIELD TECHNICIANS assigned and to which such technicians bring CONSENT JUDGMENT
13 WASTE ITEMS, unless there are no trash receptacles as such operational facility, the FIELD
14 TECHNICIANS do not have access to the trash receptacles at such operational facilities, or all
15 such CONSENT JUDGMENT WASTE ITEMS remain in the FIELD TECHNICIANS' vehicles,
16 and in all instances all such CONSENT JUDGMENT WASTE ITEMS are PROMPTLY taken to
17 a separate COVERED FACILITY for proper disposition. Within the group of facilities meeting
18 the foregoing definition of COVERED FACILITIES, a facility shall be considered a DIRECTV
19 COVERED FACILITY (as referenced in Paragraphs 4.1.s(iii), 4.1.t, and 23) if either the facility
20 or the real property on which it is located is either owned or leased by DIRECTV, or it is listed on
21 **Exhibit K** at the time of entry of this Amended Final Judgment on Consent, or if all the field
22 operations conducted from that facility are exclusively for the installation, maintenance or repair
23 of DIRECTV-brand services and associated satellite video equipment and components. For
24 clarity, facilities will not be added to Exhibit K during the term of this Amended Final Judgment
25 on Consent. Facilities which are no longer owned or operated by the COMPANY (either by
26 DIRECTV or AT&T), or which no longer meet the qualifying criteria for COVERED
27 FACILITIES as set forth in this definition, may be removed from the applicable list of
28 COVERED FACILITIES only pursuant to the procedures set forth in Paragraph 4.0.c. below.

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

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

5 “ELECTRONIC DEVICE” or “ELECTRONIC DEVICES,” for purposes of this Amended
6 Final Judgment on Consent means the devices listed in Cal. Code of Regulations, title 22, section
7 66273.9, and shall also include, but not be limited to: remote controls, splitter filters,
8 transformers, power adapters, power supplies, network interface cards and units, remote
9 terminals, low noise block down converters (“LNBs”), receivers, routers, diplexers, triplexers, b-
10 band converters, transmitters, multi-switches, field testing equipment and other devices
11 containing printed circuit boards, computer monitors, computers, and computer peripherals, set-
12 top boxes, and modems. ELECTRONIC DEVICES may be removed from the category of
13 “CONSENT JUDGMENT WASTE ITEMS” only pursuant to the certifications set forth in
14 Paragraph 4.0.a. or the procedures set forth in Paragraphs 4.0.a. and 4.0.b.

15 “EMPLOYEE INSPECTORS” shall mean the employees of the COMPANY who are
16 trained and assigned, as a part of their regularly assigned duties of employment at those certain
17 COVERED FACILITIES in the State of California owned and operated by DIRECTV prior to
18 and after entry of this Amended Final Judgment on Consent, to conduct those inspections and
19 related activities as specified for EMPLOYEE INSPECTORS in Paragraph 4.1.s(iii.).

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

23 “FIELD TECHNICIANS” means those COMPANY employees whose duties or
24 responsibilities include performing wireline or satellite service installations, connections,
25 reconnections, disconnections, maintenance, upgrades, or downgrades at COMPANY and/or
26 customer premises, including, but not limited to, for AT&T, those employees known as
27 construction and engineering (“C&E”) technicians, core installation and maintenance (“CIM”)
28 technicians, or U-verse technicians (except those technicians assigned solely to Central Offices

1 and who do not bring CONSENT JUDGMENT WASTE ITEMS from other locations to such
2 offices), and for DIRECTV, those employees known as field services technicians and installation
3 technicians.

4 “FINAL COURT DETERMINATION” shall mean the entry of a final appealable order by
5 the California Superior Court, unless the losing party has timely appealed to the California
6 appellate court and obtained a stay of the Superior Court’s order (either from the Superior Court,
7 or from the appellate court), in which case the term shall mean a final California appellate court
8 decision from which no further appeal may be taken.

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

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

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

16 “HAZARDOUS” and “HAZARDOUS CHARACTERISTIC” shall have the same meaning
17 as set forth in Cal. Code of Regulations, title 22, section 66261.3 and sections 66261.20 through
18 66261.24.

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

21 “OTHER COVERED ITEMS” shall mean the items listed on **Exhibit B** other than (i)
22 HAZARDOUS WASTE AEROSOL CANS and UNIVERSAL WASTE AEROSOL CANS; (ii)
23 BATTERIES; and (iii) ELECTRONIC DEVICES. OTHER COVERED ITEMS may be removed
24 from the category of “CONSENT JUDGMENT WASTE ITEMS” only pursuant to the
25 certifications set forth in Paragraph 4.0.a. or the procedures set forth in Paragraphs 4.0.a. and
26 4.0.b.

27 “PARTICIPATING AGENCY” means an agency as defined in Health and Safety Code
28 section 25501(e)(2).

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

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

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

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

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

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

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

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

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

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

1 **4. INJUNCTIVE RELIEF**

2 **4.0.** Pursuant to the provisions of California Health and Safety Code sections 25181
3 and 25184, California Business and Professions Code section 17203, and Government Code
4 sections 12607 and 12610, with respect to the COVERED FACILITIES, the COMPANY, when
5 conducting either (a) the AT&T wireline business(es) and operations in California, including but
6 not limited to, the telephone, internet and U-verse business operations in California, or (b) the
7 installation, repair, and maintenance of DIRECTV satellite video equipment and services in
8 California, is permanently enjoined to comply with the injunctive provisions in Paragraphs 4.0.
9 and 4.1. Notwithstanding any other provision in this Amended Final Judgment on Consent,
10 nothing in this Amended Final Judgment on Consent shall relieve the COMPANY from
11 prospectively complying with all applicable minimum standards set forth in chapter 6.5 of
12 division 20 of the California Health and Safety Code and the regulations in title 22 of the
13 California Code of Regulations promulgated under that chapter.

14 **4.0.a.** For purposes of complying with injunctive provisions, the COMPANY will
15 manage those WASTE ELECTRONIC DEVICES listed in Cal. Code of Regulations, title 22,
16 section 66273.3(b)(3) through (b)(5) as HAZARDOUS WASTE, unless and until the
17 COMPANY has followed the procedures specified in Paragraph 4.0.b. and has either obtained the
18 People's consent or obtained a FINAL COURT DETERMINATION allowing the COMPANY to
19 remove items from the "CONSENT JUDGMENT WASTE ITEMS" category as herein defined.
20 For purposes of complying with the injunctive provisions, the COMPANY shall manage all other
21 CONSENT JUDGMENT WASTE ITEMS as either UNIVERSAL WASTE or HAZARDOUS
22 WASTE, as appropriate, unless and until the COMPANY has followed the procedures specified
23 in Paragraph 4.0.b. and has either obtained the People's consent or obtained a FINAL COURT
24 DETERMINATION allowing the COMPANY to remove items from the "CONSENT
25 JUDGMENT WASTE ITEMS" category as herein defined. Notwithstanding the prior sentences
26 and any other provision of this Amended Final Judgment on Consent, the following items do not
27 constitute and need not be managed as CONSENT JUDGMENT WASTE ITEMS when
28 discarded, regardless of whether such items fall within the types or categories of items that are

1 otherwise within the definition of CONSENT JUDGMENT WASTE ITEMS: (i) any non-
2 HAZARDOUS electrical or electronic equipment item (including non-HAZARDOUS
3 ELECTRONIC DEVICES) acquired by the COMPANY that is accompanied by and complies
4 with a third party's Declaration of Conformity with European Union ("EU") Directive
5 2011/65/EU, as it has been or may be amended or revised (or, for certain non-HAZARDOUS
6 electrical equipment within the scope of the EU Low Voltage Directive 2006/95/EC,
7 accompanied by alternate documentation approved by that directive); and (ii) any non-
8 HAZARDOUS item acquired by the COMPANY that conforms to California law and includes a
9 certification that is the functional equivalent of the EU Declaration of Conformity referenced
10 above.

11 **4.0.b.** At any time after entry of this Amended Final Judgment on Consent, the
12 COMPANY may make a HAZARDOUS determination, which will be reviewed and approved by
13 a COMPANY official at the Assistant Vice President level or above, based on either
14 GENERATOR knowledge or analytical testing in accordance with California Code of
15 Regulations, title 22, section 66262.11, that a particular CONSENT JUDGMENT WASTE ITEM
16 or class of such items is not defined or characterized as HAZARDOUS.

17 (i.) For all CONSENT JUDGMENT WASTE ITEMS except for OTHER COVERED
18 ITEMS discussed in Paragraph 4.0.b.(ii.) below, if the COMPANY determines, on the basis of
19 GENERATOR knowledge or analytical testing as described above, that one or more CONSENT
20 JUDGMENT WASTE ITEMS (or categories of CONSENT JUDGMENT WASTE ITEMS) are
21 not required under California law to be managed as HAZARDOUS WASTE or UNIVERSAL
22 WASTE, the COMPANY will provide written notice and electronic notice via email to the People
23 of that determination, its basis, and all documentation (e.g. analytical testing report(s)) supporting
24 that determination. The COMPANY may submit its first such notice to the People at any time
25 after entry of this Amended Final Judgment on Consent, except that for CONSENT JUDGMENT
26 WASTE ITEMS that were handled at DIRECTV COVERED FACILITIES but not at AT&T
27 COVERED FACILITIES prior to AT&T, Inc.'s acquisition of DIRECTV (e.g. low noise
28 blockers), the COMPANY may submit such notice no sooner than six (6) months after entry of

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

17 (ii.) For OTHER COVERED ITEMS, the COMPANY may make a determination, on
18 the basis of GENERATOR knowledge or analytical testing as described above, that one or more
19 OTHER COVERED ITEMS (or sub-categories of OTHER COVERED ITEMS) are not required
20 under California law to be managed as HAZARDOUS WASTE or UNIVERSAL WASTE. Upon
21 making such a determination, the qualifying WASTE item that is appropriately determined to be
22 non-HAZARDOUS under California law shall no longer be included within the terms OTHER
23 COVERED ITEMS or CONSENT JUDGMENT WASTE ITEMS for purposes of the specific
24 injunctive provisions. If the COMPANY makes such a determination, the COMPANY shall
25 annually provide written notice and electronic notice via email to the People of any
26 determinations made, the bases for such determinations, and all documentation (e.g. analytical
27 testing report(s)) supporting those determinations. The People may, within forty-five (45)
28 calendar days after receiving such notice, request to meet to discuss the COMPANY's foregoing

1 determination and any People's concern or objection. Such meeting shall take place within thirty
2 (30) calendar days of the People's request. If, following such a meeting, the People continue to
3 have objections or concerns regarding the COMPANY's determination, the People will provide
4 notice to the COMPANY that it will trigger the five (5) business day meet-and-confer provision
5 of Paragraph 15, as the precursor to an application or motion to the Court to resolve the dispute
6 under the provisions of that paragraph.

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

12 **4.0.c.** At any time after entry of this Amended Final Judgment on Consent, and
13 subject to the qualifying criteria for COVERED FACILITIES as set forth in the above definition,
14 the COMPANY shall provide written and electronic notice to the People that the COMPANY no
15 longer owns or operates a particular COVERED FACILITY, at which time such facility will no
16 longer be considered a COVERED FACILITY within this Amended Final Judgment on Consent.
17 Concurrent with such notice, the COMPANY will provide a written certification to the People
18 certifying under penalty of perjury that the COMPANY has not left any HAZARDOUS WASTE
19 or UNIVERSAL WASTE at said COVERED FACILITY and that at the time that the
20 COMPANY was closing its operations at the COVERED FACILITY any such HAZARDOUS
21 WASTE and UNIVERSAL WASTE was lawfully disposed of or otherwise managed in
22 accordance with California law. The COMPANY shall also notify the People in writing and
23 identify any facility in California that becomes owned or operated by the COMPANY and which
24 is opened after entry of this Amended Final Judgment on Consent and that meets the qualifying
25 criteria for COVERED FACILITIES. When the COMPANY, through a single transaction in
26 which it acquires an operating business rather than mere discrete assets (e.g., without limitation,
27 only real property, intellectual property, or licensing rights), comes to own or operate fifteen (15)
28 or more facilities in California meeting the definition of COVERED FACILITIES, such facilities

1 will become COVERED FACILITIES for purposes of complying with the injunction in this
2 Amended Final Judgment on Consent ninety (90) calendar days after the closing of such
3 transaction. When the COMPANY, through a single transaction in which it acquires an operating
4 business rather than mere discrete assets (e.g., without limitation, only real property, intellectual
5 property, or licensing rights), comes to own or operate fewer than fifteen (15) facilities in
6 California meeting the definition of COVERED FACILITIES, such facilities will become
7 COVERED FACILITIES for purposes of complying with the injunction in this Amended Final
8 Judgment on Consent forty-five (45) calendar days after the closing of such transaction. The
9 COMPANY will inform the People of such transaction in writing within ten (10) calendar days
10 after any such transaction closings. In either case, the COMPANY will inform the People of such
11 transaction in writing within ten (10) calendar days after any such transaction closings. For
12 avoidance of doubt, nothing in this paragraph shall relieve the COMPANY, or any facility that
13 the COMPANY comes to own or operate, from complying with all applicable laws and
14 regulations at any time including immediately upon the closing of any transaction. Further, any
15 COVERED FACILITY that the COMPANY establishes, as opposed to acquiring through a
16 transaction as referenced above, is subject to the terms of this Amended Final Judgment on
17 Consent immediately upon commencing operations. Application of the terms of this injunction to
18 facilities that the COMPANY comes to own or operate through a transaction shall not constitute a
19 resolution of any claims, violations or causes of action that the People may have for conduct at or
20 in connection with those facilities that occurred prior to the COMPANY's ownership or operation
21 of those facilities. In addition, at any time after six (6) months following entry of this Amended
22 Final Judgment on Consent, the COMPANY may provide written notice and electronic notice to
23 the People that a facility listed as a COVERED FACILITY no longer meets the qualifying criteria
24 for COVERED FACILITIES set forth in its definition above and request removal from the list of
25 COVERED FACILITIES. Such notice will include a complete explanation of the COMPANY's
26 position. The process for removal of such facility will thereafter follow the procedures specified
27 in Paragraph 4.0.b. Once the COMPANY provides notice that a COVERED FACILITY no
28 longer meets the qualifying criteria, the COMPANY may only submit such notices and requests

1 once per calendar quarter. No COVERED FACILITY shall be removed as a listed COVERED
2 FACILITY on the basis that such facility no longer meets the qualifying criteria unless and until
3 the COMPANY has obtained the consent of the People or has obtained a FINAL COURT
4 DETERMINATION in accordance with the procedures set forth herein. The COMPANY shall
5 also provide an updated list of COVERED FACILITIES with its annual status reports required
6 under Paragraph 22.

7 **4.0.d.** Failure by the COMPANY to comply with the terms of this Amended Final
8 Judgment on Consent may subject the COMPANY to sanctions, including but not limited, to
9 contempt and additional penalties under this Amended Final Judgment on Consent, as well as any
10 separate enforcement action that may be brought.

11 **4.1. Specific Injunctive Provisions**

12 **4.1.a.** The COMPANY shall not dispose, or cause the unlawful disposal at or
13 from COVERED FACILITIES, of CONSENT JUDGMENT WASTE ITEMS at a point not
14 authorized or permitted by DTSC in violation of chapter 6.5 of division 20 of the California
15 Health and Safety Code and title 22 of the California Code of Regulations promulgated under that
16 chapter. The COMPANY shall also not dispose or cause the unlawful disposal of CONSENT
17 JUDGMENT WASTE ITEMS generated in the course and scope of employment by FIELD
18 TECHNICIANS going to or returning from COMPANY and/or customer premises at a point not
19 authorized or permitted by DTSC in violation of chapter 6.5 of division 20 of the California
20 Health and Safety Code and title 22 of the California Code of Regulations promulgated under that
21 chapter. Unauthorized disposals, include, without limitation: (i) placing into TRASH
22 RECEPTACLES, trash cans, roll-off containers, bins, and dumpsters destined for municipal solid
23 waste (garbage) landfills or destined for non-HAZARDOUS WASTE recycling centers; (ii)
24 disposing onto the surface or subsurface of the ground at any unauthorized location; and (iii)
25 sending to a transfer station or landfill not authorized to receive HAZARDOUS WASTE or
26 UNIVERSAL WASTE.

27 **4.1.b.** For all CONSENT JUDGMENT WASTE ITEMS at COVERED
28 FACILITIES, the COMPANY shall, as appropriate, comply with either (i) all UNIVERSAL

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

18 **4.1.c.** The COMPANY will comply with its obligation as the GENERATOR of
19 UNIVERSAL WASTE or HAZARDOUS WASTE at or from COVERED FACILITIES to
20 PROMPTLY determine if WASTES are HAZARDOUS pursuant to California Code of
21 Regulations, title 22, sections 66262.11 and 66260.200(c). The COMPANY shall maintain on-
22 site (or have available electronically), at each COVERED FACILITY: a copy of each
23 COVERED FACILITY's most recent universal waste annual report required by California Code
24 of Regulations, title 22, section 66273.32; a copy of each COVERED FACILITY's most recent
25 biennial hazardous waste report; and (if not specified therein) a list by general categories/type
26 (e.g., "BATTERIES", "ELECTRONIC DEVICES", "AEROSOL CANS", and/or "OTHER
27 COVERED ITEMS") of all HAZARDOUS CONSENT JUDGMENT WASTE ITEMS handled
28 in the prior year at such COVERED FACILITY. THE COMPANY shall make the foregoing list

1 of general categories/types of HAZARDOUS CONSENT JUDGMENT WASTE ITEMS
2 available upon request by the People or any other state, federal, and local environmental
3 regulatory agency, including, but not limited to, DTSC, any CERTIFIED UNIFIED PROGRAM
4 AGENCY, or any PARTICIPATING AGENCY.

5 **4.1.d.** The COMPANY shall not transport, or cause to be transported, any
6 CONSENT JUDGMENT WASTE ITEMS to, between, or from COVERED FACILITIES, unless
7 (i) the transporter is properly licensed and registered to do so, as required by Health and Safety
8 Code section 25163, or (ii) such CONSENT JUDGMENT WASTE ITEMS are properly
9 transported as UNIVERSAL WASTES in accordance with California Code of Regulations, title
10 22, sections 66273.51 and 66273.52. Subject to the requirements set forth in California Code of
11 Regulations, title 22, sections 66266.80 and 66266.81, nothing in this paragraph or otherwise in
12 this Amended Final Judgment on Consent shall prohibit FIELD TECHNICIANS from
13 transporting CONSENT JUDGMENT WASTE ITEMS from customer premises, or from
14 COMPANY leased or owned premises where they perform service (such as remote terminals,
15 cross-connect boxes, and vaults), to the COMPANY's COVERED FACILITIES for proper
16 disposition in accordance with the terms of this Amended Final Judgment on Consent.

17 **4.1.e.** The COMPANY shall not transport, or cause to be transported, any
18 CONSENT JUDGMENT WASTE ITEMS from COVERED FACILITIES to a point not
19 authorized or permitted by DTSC in violation of chapter 6.5 of division 20 of the California
20 Health and Safety Code and title 22 of the California Code of Regulations promulgated under that
21 chapter. Subject to the requirements set forth in California Code of Regulations, title 22, sections
22 66266.80 and 66266.81, nothing in this paragraph or otherwise in this Amended Final Judgment
23 on Consent shall prohibit FIELD TECHNICIANS from transporting CONSENT JUDGMENT
24 WASTE ITEMS from customer premises, or from COMPANY leased or owned premises where
25 they perform service (such as remote terminals, cross-connect boxes, and vaults), to the
26 COMPANY's COVERED FACILITIES for proper disposition in accordance with the terms of
27 this Amended Final Judgment on Consent.
28

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

16 **4.1.g.** AT&T previously provided the People written documentation that AT&T
17 complied with the requirements that TRASH RECEPTACLES at AT&T facilities on the list of
18 270 facilities provided to the People by AT&T on March 29, 2012, were inspected and that all
19 CONSENT JUDGMENT WASTE ITEMS were removed and properly managed by submitting a
20 declaration signed under penalty of perjury by a responsible corporate officer of the COMPANY
21 in the form of the declaration attached as **Exhibit C**.

22 (i.) This Paragraph shall apply only to COVERED FACILITIES on **Exhibit K**.
23 Within ninety (90) calendar days from the date of entry of this Amended Final Judgment on
24 Consent, the COMPANY shall provide written documentation of actions taken to ensure that each
25 of the COVERED FACILITIES listed on **Exhibit K** was, as of October 31, 2016 in compliance
26 with the requirement that each such COVERED FACILITY keep copies of HAZARDOUS
27 WASTE manifests and UNIVERSAL WASTE bills of lading in accordance with California Code
28 of Regulations, title 22, section 66262.40, subdivision (a) and 66273.39. Such written

1 documentation shall be in the form of a declaration signed under penalty of perjury by a
2 responsible COMPANY corporate officer or manager with authority to bind the COMPANY in
3 the form of the declaration attached as **Exhibit L**. Such declaration shall state the actions taken
4 to comply, as of the date of entry of this Amended Final Judgment on Consent, with the
5 requirements of California Code of Regulations, title 22, section 66262.40, subdivision (a), and
6 66273.39, at COVERED FACILITIES listed on **Exhibit K**. The declaration shall include and
7 incorporate by reference a list of such COVERED FACILITIES where such actions have been
8 taken to ensure compliance with this requirement. The declaration shall also include a summary
9 (e.g., GENERATOR name, description of WASTE, quantity, date of transport, and
10 DESTINATION FACILITY) of HAZARDOUS WASTE manifests and UNIVERSAL WASTE
11 bills of lading, as appropriate, for all shipments of CONSENT JUDGMENT WASTE ITEMS
12 from COVERED FACILITIES to any other offsite location, including, but not limited to, a
13 UNIVERSAL WASTE HANDLER, DESTINATION FACILITY, FOREIGN DESTINATION,
14 or RECYCLING contractor, from the date of entry of this Amended Final Judgment on Consent
15 until one (1) month prior to the declaration. The COMPANY shall provide HAZARDOUS
16 WASTE MANIFESTS or UNIVERSAL WASTE bills of lading or other shipping records for
17 such COVERED FACILITIES upon the request by the People or any other state, federal, and
18 local environmental regulatory agency, including, but not limited to, DTSC, any CERTIFIED
19 UNIFIED PROGRAM AGENCY or any PARTICIPATING AGENCY.

20 **4.1.h.** The COMPANY shall maintain a program applicable to COVERED
21 FACILITIES for the segregation of any CONSENT JUDGMENT WASTE ITEMS that are
22 incompatible with each other, for the proper management of any such items that are in leaking
23 containers, and for the proper storage of such items that are non-empty and damaged/non-
24 functioning AEROSOL CANS, as provided by Health and Safety Code sections 25123.3 and
25 25201.16, and California Code of Regulations, title 22, sections 66262.34, 66265.171, 66265.172,
26 66265.173, 66265.174, 66265.176, 66265.177, 66273.33, 66273.33.5, and 66273.35.

27 **4.1.i.** For each COVERED FACILITY, the COMPANY shall comply with the
28 most stringent reporting, accumulation period, and recordkeeping requirements applicable to the

1 largest quantity HAZARDOUS WASTE and UNIVERSAL WASTE handlers/GENERATORS
2 set forth in chapter 6.5 of division 20 of the California Health and Safety Code and title 22 of the
3 California Code of Regulations promulgated under that chapter, unless: (i) a COVERED
4 FACILITY qualifies to operate under less stringent requirements applicable to smaller quantity
5 GENERATORS under California law; and (ii) the COMPANY provides prior written notice to
6 the People that the COMPANY has determined that the subject COVERED FACILITY qualifies
7 to operate under less stringent requirements applicable to smaller quantity GENERATORS under
8 California law and provides a substantiation of that determination to the People.

9 **4.1.j.** For each COVERED FACILITY at which the COMPANY is a
10 UNIVERSAL WASTE HANDLER, the COMPANY shall comply with the UNIVERSAL
11 WASTE HANDLER notification requirements set forth in California Code of Regulations, title
12 22, section 66273.32, and shall provide copies of the notices required by California law to the
13 People.

14 **4.1.k.** The COMPANY shall be prohibited from sending, transporting,
15 relinquishing, transferring, surrendering, or otherwise taking CONSENT JUDGMENT WASTE
16 ITEMS from COVERED FACILITIES being managed as UNIVERSAL WASTE to a place other
17 than another UNIVERSAL WASTE HANDLER, a DESTINATION FACILITY, or a FOREIGN
18 DESTINATION, and shall comply with the requirements contained in California Code of
19 Regulations, title 22, sections 66273.38 and 66273.39 regarding shipments of CONSENT
20 JUDGMENT WASTE ITEMS managed as UNIVERSAL WASTE, and with California Code of
21 Regulations, title 22, section 66273.40.

22 **4.1.l.** For all CONSENT JUDGMENT WASTE ITEMS at COVERED
23 FACILITIES that are managed as UNIVERSAL WASTES (including OTHER COVERED
24 ITEMS and ELECTRONIC DEVICES that meet the definition of WASTE in Health and Safety
25 Code section 25124), the COMPANY shall comply with the labeling/marketing requirements of
26 Cal. Code of Regulations, title 22, section 66273.34. In addition, at each COVERED FACILITY
27 area in which CONSENT JUDGMENT WASTE ITEMS are accumulated or stored, the
28 COMPANY shall provide signage that contains representative pictures or graphic images of the

1 kinds of CONSENT JUDGMENT WASTE ITEMS that are being accumulated there as
2 UNIVERSAL WASTES. The COMPANY shall also provide signage with representative
3 pictures or graphics on or adjacent to the TRASH RECEPTACLES, to remind the COMPANY
4 employees of the general kinds of CONSENT JUDGMENT WASTE ITEMS that should not be
5 disposed of as ordinary trash.

6 **4.1.m.** For any CONSENT JUDGMENT WASTE ITEMS that are exported by the
7 COMPANY from COVERED FACILITIES as UNIVERSAL WASTES to a FOREIGN
8 DESTINATION, the COMPANY shall ensure that such exports comply with the export
9 requirements of Cal. Code of Regulations, title 22, section 66273.40.

10 **4.1.n.** Notwithstanding any other provision of this Amended Final Judgment on
11 Consent and subject to the succeeding sentence in this paragraph, for the following CONSENT
12 JUDGMENT WASTE ITEMS at or from COVERED FACILITIES, the COMPANY shall either
13 RECYCLE, or manage in accordance with applicable HAZARDOUS WASTE or UNIVERSAL
14 WASTE statutes and regulations, as appropriate: (a) all WASTE SCRAP METAL that meets the
15 definition of a RCRA HAZARDOUS WASTE, as defined in California Health & Safety Code
16 section 25120.2 ("RCRA SCRAP METAL"); (b) all RCRA HAZARDOUS and Non-RCRA
17 HAZARDOUS WASTE SCRAP METAL containing a printed circuit board; and (c) all RCRA
18 HAZARDOUS and Non-RCRA HAZARDOUS WASTE printed circuit boards, except those
19 printed circuit boards removed from UNIVERSAL WASTE ELECTRONIC DEVICES and that
20 are subject to MANAGEMENT as HAZARDOUS WASTE as set forth in the SCRAP METAL
21 definition contained in Cal. Code of Regulations, title 22, section 66273.9, subdivisions (a)(4) and
22 (b)(7). Nothing in this paragraph or any provision of this Amended Final Judgment on Consent
23 precludes the COMPANY from: (i) RECYCLING in accordance with California law any item
24 other than those listed in the preceding sentence; and (ii) removing any item from the category of
25 CONSENT JUDGMENT WASTE ITEMS by following the procedures set forth in Paragraphs
26 4.0.a. and 4.0.b. or obtaining the certifications specified in Paragraph 4.0.a.

27 **4.1.o.** The COMPANY shall manage at the COVERED FACILITIES discarded
28 or no longer usable non-empty AEROSOL CANS as UNIVERSAL WASTE AEROSOL CANS

1 or as HAZARDOUS WASTE AEROSOL CANS in accordance with the requirements of Health
2 and Safety Code section 25201.16, unless and until the COMPANY obtains the certifications
3 specified in Paragraph 4.0.a. or follows the procedures specified in Paragraphs 4.0.a. and 4.0.b. to
4 obtain a determination that a particular AEROSOL CAN or type of AEROSOL CAN, with its
5 specific contents, is not defined or characterized as HAZARDOUS. This includes, without
6 limitation, “non-empty,” as defined in California Code of Regulations, title 22, section 66261.7,
7 AEROSOL CANS without actuators that are discarded or no longer usable.

8 **4.1.p.** The COMPANY shall manage at the COVERED FACILITIES discarded
9 or no longer usable BATTERIES as either HAZARDOUS WASTE or as UNIVERSAL WASTE,
10 as appropriate, for purposes of complying with the injunctive requirements of this Amended Final
11 Judgment on Consent, unless and until the COMPANY obtains the certifications specified in
12 Paragraph 4.0.a or follows the procedures specified in Paragraphs 4.0.a. and 4.0.b. to obtain a
13 determination that a particular BATTERY or type of BATTERIES is not defined or characterized
14 as HAZARDOUS.

15 **4.1.q.** With regard to: (a) FIELD TECHNICIANS, (b) COVERED EMPLOYEES
16 that retrieve CONSENT JUDGMENT WASTE ITEMS from FIELD TECHNICIANS for
17 transportation to COVERED FACILITIES, and (c) COVERED EMPLOYEES at COVERED
18 FACILITIES, (collectively, for purposes of this paragraph only, “COVERED EMPLOYEES”):

19 (i.) For each COVERED EMPLOYEE, the COMPANY shall comply with employee
20 training obligations as set forth in California Code of Regulations, title 22, section 66265.16,
21 pertaining to MANAGEMENT of HAZARDOUS WASTE, and as set forth in California Code of
22 Regulations, title 22, section 66273.36, pertaining to MANAGEMENT of UNIVERSAL
23 WASTE, including, but not limited to, the requirements to maintain HAZARDOUS WASTE
24 training records for current personnel until closure of the COVERED FACILITY, HAZARDOUS
25 WASTE training records for former employees for at least three (3) years from the date the
26 employee last worked at any COVERED FACILITY, and UNIVERSAL WASTE training
27 records for at least three (3) years from the date the employee last managed any UNIVERSAL
28 WASTE at any COVERED FACILITY, as applicable. The requirement at California Code of

1 Regulations, title 22, sections 66265.16(d) and 66273.36(d) to maintain any such records may be
2 satisfied by maintaining such records in a centralized electronic system from which employees at
3 the COVERED FACILITY can download and print such records.

4 (ii.) The COMPANY shall provide training to COVERED EMPLOYEES as follows:

5 (a) for COVERED EMPLOYEES employed as of the date of entry of this Amended Final
6 Judgment on Consent and who are still employed with the COMPANY at the time of training, the
7 COMPANY shall provide annual training in accordance with the requirements of California
8 Code of Regulations, title 22, sections 66265.16 and 66273.36; (b) for COVERED EMPLOYEES
9 who become employed with the COMPANY after the date of entry of this Amended Final
10 Judgment on Consent, the COMPANY shall provide training in accordance with the requirements
11 of California Code of Regulations, title 22, sections 66265.16 and 66273.36 within thirty (30)
12 calendar days after commencing such employment; and (c) for all COVERED EMPLOYEES, the
13 COMPANY shall provide “Mandatory Annual Waste Training” annually (at least once per year).
14 The “Mandatory Annual Waste Training” shall be provided either in-person or through an
15 interactive on-line course or courses and shall be documented to sufficiently identify: the training
16 topics covered, the date and duration of training, and the names of the COVERED EMPLOYEES
17 who attended the training. The Mandatory Annual Waste Training shall review the content of the
18 training provided as required by California Code of Regulations, title 22, sections 66265.16 and
19 662673.36, and shall, in addition, include the following:

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

26 (2.) The COMPANY shall instruct COVERED EMPLOYEES not to dispose of
27 any of the items included in item (1), above: into TRASH RECEPTACLES, trash cans, roll-off
28 containers, bins, or dumpsters destined for municipal solid waste (garbage) landfills; to a

1 recycling center not authorized to accept UNIVERSAL WASTE or HAZARDOUS WASTE, as
2 appropriate; onto the surface or subsurface of the ground at any unauthorized location; or to a
3 transfer station or landfill not authorized to receive UNIVERSAL WASTE or HAZARDOUS
4 WASTE, as appropriate. The COMPANY shall also instruct COVERED EMPLOYEES that it is
5 illegal to dispose of any of the items included in item (1), above, and that employees must
6 immediately report any illegal disposals of those items to the REGULATED WASTE
7 MANAGER that has been designated for each COVERED FACILITY or, for COVERED
8 EMPLOYEES not at a COVERED FACILITY, to an appropriate COMPANY manager; and

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

15 (iii.) AT&T previously ensured that each person who was a COVERED EMPLOYEE
16 under the Initial Final Judgment on Consent who had not completed the training required by this
17 Paragraph 4.1.q. as of the certification date specified in Paragraph 4.1.q.(v.) of the Initial Final
18 Judgment on Consent immediately ceased the handling and MANAGEMENT of CONSENT
19 JUDGMENT WASTE ITEMS, until such time that compliance with California Code of
20 Regulations, title 22, sections 66265.16 and 66273.36 is achieved for that COVERED
21 EMPLOYEE. Similarly, with regard to persons who are COVERED EMPLOYEES at or in
22 connection with COVERED FACILITIES listed on **Exhibit K**, the COMPANY shall ensure that
23 each such person who has not completed the training required by this Paragraph 4.1.q. as of the
24 certification date specified in Paragraph 4.1.q.(v.) immediately cease the handling and
25 MANAGEMENT of CONSENT JUDGMENT WASTE ITEMS, until such time that compliance
26 with California Code of Regulations, title 22, sections 66265.16 and 66273.36 is achieved for that
27 COVERED EMPLOYEE. In addition, the COMPANY shall maintain an employee training plan
28 applicable to all COVERED EMPLOYEES to enhance employee awareness of any regulatory or

1 statutory changes in environmental compliance requirements, including, but not limited to,
2 changes in chapter 6.5 of division 20 of the Health and Safety Code, or the corresponding
3 California Code of Regulations, relevant to that COVERED EMPLOYEE's job functions,
4 conveniently available to the employee at the COVERED FACILITY or through a centralized
5 electronic system.

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

1 (v.) With regard to persons who are COVERED EMPLOYEES at or in connection
2 with the COVERED FACILITIES on **Exhibit K**, within seventy-five (75) calendar days after
3 entry of this Amended Final Judgment on Consent, the COMPANY shall provide the People
4 written documentation that the COMPANY complied with the training requirements of Paragraph
5 4.1.q.(i.)-(ii.) by August 31, 2016, by submitting a declaration signed under penalty of perjury by
6 a responsible COMPANY corporate officer or each appropriate REGULATED WASTE
7 MANAGER in the form of the declaration attached as **Exhibit D**.

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

12 **4.1.r.** The COMPANY shall immediately contain all releases to the environment
13 of CONSENT JUDGMENT WASTE ITEMS and their residues at and/or from COVERED
14 FACILITIES, as required by California Code of Regulations, title 22, section 66273.37.

15 **4.1.s.** For each COVERED FACILITY, the COMPANY shall, within thirty (30)
16 calendar days after entry of this Amended Final Judgment on Consent, implement the following
17 system of inspection of its trash destined for municipal landfills:

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

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

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

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

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

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

1 CONSENT JUDGMENT WASTE ITEMS. The COMPANY shall also require the employer to
2 comply with the training requirements of Paragraph 4.1.q.(iv.).

3 (v.) The COMPANY or its qualified HAZARDOUS WASTE MANAGEMENT
4 consultant will, beginning on January 1, 2015 (except for those COVERED FACILITIES on
5 **Exhibit K**), inspect, in accordance with the frequency specified on **Exhibit E** and on an
6 unannounced basis, the contents of all TRASH RECEPTACLES at each COVERED FACILITY
7 to verify that the EMPLOYEE INSPECTORS and THIRD PARTY INSPECTION
8 CONTRACTORS are completing their tasks in a satisfactory manner. For those COVERED
9 FACILITIES on **Exhibit K**, such inspections will instead begin thirty (30) calendar days after the
10 entry of this Amended Final Judgment on Consent, at the frequency specified in **Exhibit K**, with
11 such frequency prorated for the first year of inspections only, according to the portion of the year
12 remaining after entry of this Amended Final Judgment on Consent. TRASH RECEPTACLES at
13 COVERED FACILITIES that the COMPANY own or operates in California after entry of this
14 Amended Final Judgment on Consent shall be inspected in the same manner as provided herein
15 and in the same frequency (twice or four times per year) as other COVERED FACILITIES
16 identified in **Exhibit E or Exhibit K** which have a similar technician headcount, trash generation
17 rate, and trash pickup frequency. The COMPANY may request that the frequency of the
18 inspections at any particular COVERED FACILITY or COVERED FACILITIES, specified on
19 **Exhibit E or Exhibit K** pursuant to the foregoing sentences, be reduced based on the favorable
20 results of the prior year's inspections conducted pursuant to this paragraph, as well as other
21 relevant criteria, including the number of FIELD TECHNICIANS assigned and the results of any
22 audits or internal investigations pertaining to waste management at any particular COVERED
23 FACILITY. The People, in their sole and absolute discretion, shall grant or deny the
24 COMPANY's request to reduce the frequency of inspections and such decision is not subject to
25 the dispute resolution procedures of Paragraph 15. If, following a reduction in the frequency of
26 inspections at a COVERED FACILITY or for a COVERED FACILITY that, pursuant to the
27 schedule on **Exhibit E or Exhibit K** is only required to be inspected twice per year, an inspection
28 results in significant deviations, inspections will revert at that COVERED FACILITY to a four

1 times per year schedule, at the People’s request. The COMPANY shall utilize the protocol
2 included as **Exhibit F** to conduct the unannounced inspections. Any deviations from the
3 requirements of this paragraph and paragraphs 4.1.l. and 4.1.u. will be recorded in writing,
4 preserved, and maintained for the duration of this Amended Final Judgment on Consent, and
5 provided to the People upon request. Such deviations will be PROMPTLY and properly
6 corrected and documented.

7 (vi.) The COMPANY shall employ and dedicate no fewer than a total of thirteen (13)
8 full-time first level managers (hereinafter “REGULATED WASTE MANAGERS”) and two (2)
9 full-time second level/area managers (to supervise the REGULATED WASTE MANAGERS) in
10 California, until such time as the injunctive provisions of this Amended Final Judgment on
11 Consent are terminated pursuant to Paragraph 23.1. regarding COVERED FACILITIES other
12 than DIRECTV COVERED FACILITIES, in which case the number of REGULATED WASTE
13 MANAGERS may, in the discretion of the COMPANY be reduced, but to no fewer than that
14 sufficient to maintain a coverage ratio of not less than one (1) REGULATED WASTE
15 MANAGER responsible for not more than twenty-two (22) DIRECTV COVERED FACILITIES
16 and supervised by at least one (1) full-time or part-time second level/area manager. The sole
17 function of the first level and second level managers will be to oversee the MANAGEMENT of
18 CONSENT JUDGMENT WASTE ITEMS (and, to the extent of their availability after overseeing
19 the management of CONSENT JUDGMENT WASTE ITEMS, other WASTE items) at all
20 COVERED FACILITIES.

21 **4.1.t.** The COMPANY shall conduct independent third party audits to evaluate
22 the COMPANY’s compliance with the requirements of this Amended Final Judgment on
23 Consent, as follows:

24 (i.) With regard to COVERED FACILITIES listed on **Exhibit A** to the Initial Final
25 Judgment on Consent, AT&T has previously, timely retained the services of an independent third-
26 party auditor (“Auditor”). If the Auditor performing the eighteen (18) month audits (as described
27 below) becomes unavailable to perform the subsequent audits, the COMPANY will propose an
28 alternate Auditor following this procedure: The COMPANY will propose an independent third-

1 party auditor subject to reasonable approval by the People. The COMPANY's proposed Auditor
2 will become the selected Auditor unless the People raise reasonable concerns in writing about the
3 proposed Auditor within fourteen (14) calendar days after the COMPANY submits to the People,
4 in writing and electronically via email, the name of its proposed auditor. Any disputes about the
5 identity of the proposed Auditor will be resolved by the Court pursuant to Paragraph 15 herein if
6 the Parties are unable to reach agreement. With regard to the DIRECTV COVERED
7 FACILITIES, the COMPANY will propose an Auditor following the procedure in this
8 subparagraph (which Auditor may or may not be the same Auditor as that for the COVERED
9 FACILITIES listed on **Exhibit A**).

10 (ii.) The Auditor will perform independent audits for COVERED FACILITIES as set
11 forth in this paragraph. For COVERED FACILITIES except the DIRECTV COVERED
12 FACILITIES, the independent audits shall be conducted at audit intervals as follows: one within
13 eighteen (18) months, one within thirty-six (36) months and one within fifty-four (54) months
14 after entry of the Initial Final Judgment on Consent on November 24, 2014. All three (3) audits
15 for such COVERED FACILITIES shall include facility-specific field audits of certain
16 COVERED FACILITIES as follows: The eighteen (18) month audit shall include facility-
17 specific field audits at sixty (60) of such COVERED FACILITIES; the thirty-six (36) month audit
18 shall include facility-specific field audits at thirty (30) of such COVERED FACILITIES, and the
19 fifty-four (54) month audit shall include facility-specific field audits at fifty (50) of such
20 COVERED FACILITIES. All COVERED FACILITIES to be field audited will include for each
21 audit all Material Utilization Centers (aka "MUCs") located in California and the remaining
22 facilities shall be selected at random and with input as requested by the People. The field audits
23 will be conducted without advance notice to the affected COVERED FACILITY, except to the
24 extent deemed necessary by the Auditor to ensure the presence of persons desired for interviews.
25 In addition, for all COVERED FACILITIES except the DIRECTV COVERED FACILITIES, the
26 eighteen (18) month audit and the fifty-four (54) month audit shall include a programmatic
27 review of the COMPANY's corporate management program in place for ensuring compliance
28 with the requirements of this Amended Final Judgment on Consent; DIRECTV COVERED

1 FACILITIES shall be included in the programmatic review at the time of the fifty-four (54)
2 month audit of the AT&T COVERED FACILITIES. For DIRECTV COVERED FACILITIES,
3 three (3) audits shall be performed and each shall include facility-specific audits at twelve (12) of
4 such facilities (selected at random with input as requested by the People). The first round of
5 audits shall be completed within eighteen (18) months after entry of this Amended Final
6 Judgment on Consent, the second round of audits shall be completed within thirty-six (36)
7 months after entry of this Amended Final Judgment on Consent, and the third round of audits
8 shall be completed within fifty-four (54) months after entry of this Amended Final Judgment on
9 Consent.

10 (iii.) Notwithstanding the requirements of the prior paragraph, in their sole and absolute
11 discretion and based on the results of the eighteen (18) month audit at AT&T COVERED
12 FACILITIES, any CUPA inspections, recommendations of the Auditor, and all other relevant
13 information, the People may notify the COMPANY that for AT&T COVERED FACILITIES, it
14 may either perform: (1) the thirty (30) facility-specific audits specified above for the thirty-six
15 (36) month audit, or (2) a reduced number (or none) of facility-specific field audits for the thirty-
16 six (36) month audit, as specified by the People, but on condition that the COMPANY also
17 provide any or all of the following information, as requested by the People: A detailed review of
18 key compliance documentation at a central location for up to 100 percent of such COVERED
19 FACILITIES, including (a) the existence of UNIVERSAL WASTE identification numbers for
20 each COVERED FACILITY; (b) the submission of required annual reports for each such
21 COVERED FACILITY; (c) the completeness and timeliness of training records for all FIELD
22 TECHNICIANS, EMPLOYEE INSPECTORS, and REGULATED WASTE MANAGERS at
23 each such COVERED FACILITY; (d) the completeness and timeliness of training records
24 maintained by the COMPANY's THIRD PARTY INSPECTION CONTRACTORS; (e) the
25 results of the most recent unannounced inspections conducted pursuant to Paragraph 4.1.s.(v.); (f)
26 the results of any government inspections performed in the previous twelve (12) months at each
27 such COVERED FACILITY; and (g) the results of the most recent COMPANY internal field
28 compliance inspections, together with telephone interviews with appropriate COMPANY and

1 contractor inspection employees, a review of the COMPANY performance trends report for the
2 previous eighteen (18) months, and any changes to the COMPANY's overall compliance
3 management program. If the People decide to provide the COMPANY such an alternative, the
4 COMPANY will notify the People in writing within five (5) business days thereafter whether it
5 will implement the thirty (30) facility-specific field audits or the offered alternative.

6 (iv.) All audits at all COVERED FACILITIES as well as the programmatic audits shall
7 be conducted pursuant to an agreed-upon Audit Protocol that is developed by the selected Auditor
8 and provided to the People for review, comment, and approval. With regard to COVERED
9 FACILITIES listed on **Exhibit A** to the Initial Final Judgment on Consent, AT&T previously
10 provided the People a proposed Audit Protocol that was subsequently approved by the People.
11 With respect to the DIRECTV COVERED FACILITIES, the COMPANY shall also provide a
12 proposed Audit Protocol to the People within ninety (90) calendar days of retaining an Auditor.
13 The People may provide any comment to the Auditor and the COMPANY within forty-five (45)
14 calendar days of receiving the proposed Audit Protocol. The Auditor shall incorporate any
15 reasonable comments by the People into a revised Audit Protocol, except if the COMPANY
16 disagrees with any of the comments, it may engage in good faith discussions with the People to
17 resolve the issue. The agreed-upon Audit Protocol will specify the required date of submission of
18 the written reports of the audits conducted at the intervals specified below. Any disputes about
19 the content of the Audit Protocol will be resolved by the Court pursuant to Paragraph 15 herein if
20 the Parties are unable to reach agreement.

21 (v.) The Auditor shall prepare an audit report for each audit and submit the audit
22 reports to the COMPANY, with a copy to the People, in accordance with the time frames
23 specified in the final Audit Protocol(s) but in no event later than ninety (90) calendar days after
24 the completion of the facility-specific field audits. The audit reports referenced above shall
25 include, but not be limited to, a complete description and discussion of all environmental audit
26 objectives, scope, and criteria, activities, findings, conclusions, and recommendations, and the
27 reports shall identify and discuss all evidence considered or relied upon to support the audit
28 conclusions. Such reports shall also include, but not be limited to, an evaluation of departures at

1 the COVERED FACILITIES from the injunctive provisions of the Initial Final Judgment on
2 Consent, as it may apply, and this Amended Final Judgment on Consent, a description and
3 evaluation of corrective measures, if any, that were taken by the COMPANY, a factual chart
4 summarizing all the deviations found during each facility-specific field audit, and the Auditor's
5 notes of observations taken during each field audit. In addition, each audit report will discuss and
6 explain whether or not the Auditor, in his or her judgment, has concluded that the audit results for
7 each COVERED FACILITY that was subject to a facility-specific field audit, and the audit
8 results applicable to all other COVERED FACILITIES, indicate that: (i) the COMPANY has
9 substantially complied with the injunctive provisions of the Initial Final Judgment on Consent, as
10 it may apply, and this Amended Final Judgment on Consent at each COVERED FACILITY
11 subject to a facility-specific field audit and overall with respect to all COVERED FACILITIES;
12 and (ii) the COMPANY has implemented sufficient compliance management systems to
13 satisfactorily address and implement the provisions of such Initial Final Judgment on Consent, as
14 it may apply, and this Amended Final Judgment on Consent. In reaching audit conclusions
15 regarding compliance with the injunctive provisions of the Initial Final Judgment on Consent, as
16 it may apply, and this Amended Final Judgment on Consent, the Auditor shall consider, evaluate
17 and discuss: (a) the probable reasons for departures from the injunctive provisions that are
18 discovered during any of the three (3) audits; and (b) whether there are patterns of non-
19 compliance at COVERED FACILITIES.

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

25 **4.1.u.** For all CONSENT JUDGMENT WASTE ITEMS at COVERED
26 FACILITIES that the COMPANY manages as HAZARDOUS WASTES, rather than as
27 UNIVERSAL WASTE, the COMPANY shall comply with the labeling/marketing requirements of
28 Cal. Code of Regulations, title 22, section 66262.34.

1 **4.1.v.** The COMPANY shall PROMPTLY determine, at each COVERED
2 FACILITY, whether each used AEROSOL CAN, used BATTERY, used ELECTRONIC
3 DEVICE, and used OTHER COVERED ITEM that is returned to a COVERED FACILITY or
4 removed from a COMPANY and/or customer premise by a COVERED EMPLOYEE is a
5 WASTE as defined in the Initial Final Judgment on Consent and this Amended Final Judgment
6 on Consent. The foregoing requirement does not apply to non-WASTE items.

7 **4.1.w.** For each COVERED FACILITY at which the COMPANY generates 1,000
8 kg per month or more of HAZARDOUS WASTES, the COMPANY shall comply with the
9 requirements of Cal. Code of Regulations, title 22, sections 66265.50 to 66265.56.

10 **4.1.x.** For each COVERED FACILITY, the COMPANY shall maintain a
11 generator Identification Number as required by Cal. Code of Regulations, title 22, section
12 66262.12.

13 **4.1.y.** For any CONSENT JUDGMENT WASTE ITEMS that are exported by the
14 COMPANY from COVERED FACILITIES as HAZARDOUS WASTES to a foreign country,
15 the COMPANY shall ensure that such exports comply with the requirements of Cal. Code of
16 Regulations, title 22, sections 66262.50 through 66262.58.

17 **4.1.z.** The COMPANY shall keep records of any test results, WASTE analysis, or
18 other determinations made in accordance with of Cal. Code of Regulations, title 22, section
19 66262.11 relevant to WASTE managed at the COVERED FACILITIES for at least three (3) years
20 from the date that the subject WASTE was last sent to on-site or off-site treatment, storage, or
21 disposal, or for the term of the Initial Final Judgment on Consent, as it may apply, and this
22 Amended Final Judgment on Consent applicable to such COVERED FACILITIES, whichever is
23 later.

1 **5. PAYMENTS FOR CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL**
2 **PROJECTS, AND COSTS**

3 **5.1. Payments from AT&T Under Initial and Amended Final Judgments on**
4 **Consent**

5 (i.) In conjunction with the entry of the Initial Judgment on Consent, AT&T has
6 previously timely paid, a total amount of \$21,800,000 (twenty-one million eight hundred
7 thousand dollars) to the People as civil penalties, as funding for the supplemental environmental
8 projects, and as reimbursement of the costs of investigation and enforcement as set forth in
9 Paragraphs 5.1.(ii.) through 5.1.(iv.) below.

10 (ii.) AT&T timely paid \$16,800,000 (sixteen million eight hundred thousand dollars) to
11 the People as civil penalties pursuant to sections of the California Health and Safety Code, the
12 California Government Code, and the California Business and Professions Code; payment was in
13 accordance with the terms of **Exhibit G**, attached and made a part of this Amended Final
14 Judgment on Consent by this reference.

15 (iii.) AT&T timely paid \$3,000,000 (three million dollars) for supplemental
16 environmental projects identified in **Exhibit H**; payment was made in accordance with the terms
17 in **Exhibit H**, attached and made a part of this Amended Final Judgment on Consent by this
18 reference.

19 (iv.) AT&T timely paid \$2,000,000 (two million dollars) for reimbursement of
20 attorney's fees, costs of investigation, and other costs of enforcement to the entities identified in
21 **Exhibit I**; payment was made in accordance with the terms in **Exhibit I**, attached and made a part
22 of this Amended Final Judgment on Consent by this Reference.

23 (v.) AT&T will also expend (over five (5) years, starting in November 2014) at least
24 \$2,000,000 (two million dollars) for the supplemental environmental compliance measures
25 identified in **Exhibit J**; payment shall be made in accordance with the terms in **Exhibit J**,
26 attached and made a part of this Amended Final Judgment on Consent by this reference.

1 **5.2. Payments from DIRECTV under Amended Final Judgment on Consent**

2 (i.) DIRECTV shall pay a total amount of \$9,500,000 (nine million five hundred
3 thousand dollars) to the People as civil penalties, as funding for the supplemental environmental
4 projects and supplemental environmental compliance measures, and as reimbursement of the
5 costs of investigation and enforcement as set forth in Paragraph 5.2(ii) through Paragraph 5.2(v)
6 below. Within the time period set forth below, payments to the Attorney General's Office for
7 civil penalties and costs, and to the Craig Thompson Environmental Protection Prosecution Fund
8 and the Department of Toxic Substances Control for supplemental environmental projects and/or
9 costs shall be delivered to the Attorney General's representatives identified in Paragraph 9 for
10 distribution pursuant to the terms of this Amended Final Judgment on Consent. Payments of the
11 amount owed to the remaining entities identified in **Exhibits N, O and P** shall be delivered to the
12 Alameda District Attorneys' representative identified in Paragraph 9 for distribution pursuant to
13 the terms of this Amended Final Judgment on Consent.

14 (ii.) Civil Penalties: DIRECTV shall pay \$7,000,000 (seven million dollars) to the
15 People as civil penalties pursuant to sections of the California Health and Safety Code, the
16 California Government Code, and the California Business and Professions Code; payment shall
17 be made within forty-five (45) calendar days from the entry of this Amended Final Judgment on
18 Consent and in accordance with the terms of **Exhibit N**, attached and made a part of this
19 Amended Final Judgment on Consent by this reference.

20 (iii.) Supplemental Environmental Projects: DIRECTV shall pay \$1,080,625 (one
21 million eighty thousand six hundred twenty five dollars) for supplemental environmental projects
22 identified in **Exhibit O**; payment shall be made within forty-five (45) calendar days from the
23 entry of this Amended Final Judgment on Consent and in accordance with the terms in **Exhibit O**,
24 attached and made a part of this Amended Final Judgment on Consent by this reference.

25 (iv.) Reimbursement of Costs of Investigation and Enforcement: DIRECTV shall pay
26 \$837,500 (eight hundred thirty-seven thousand five hundred dollars) for reimbursement of
27 attorneys' fees, costs of investigation, and other costs of enforcement to the entities identified in
28 **Exhibit P**; payment shall be made within forty-five (45) calendar days from the entry of this

1 Amended Final Judgment on Consent and in accordance with the terms in **Exhibit P**, attached
2 and made a part of this Amended Final Judgment on Consent by this reference.

3 (v.) Supplemental Environmental Compliance Measures: DIRECTV will also expend
4 (over five years) at least \$581,875 (five hundred eighty one thousand eight hundred seventy five
5 dollars) for the supplemental environmental compliance measures identified in **Exhibit Q**;
6 payment shall be made in accordance with the terms in **Exhibit Q**, attached and made a part of
7 this Amended Final Judgment on Consent by this reference,

8 **5.3. Copy of Payments to the People's Representatives**

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

11 **5.4. Late Payments**

12 The COMPANY shall be liable for a civil penalty of \$25,000 (twenty-five thousand
13 dollars) for each calendar day that one or more payment(s) required pursuant to Paragraphs 5.1.
14 and 5.2. is late. Whether a single payment or multiple payments are late on a given day, the total
15 per day civil penalty the COMPANY shall be liable for is \$25,000.

16 **6. ENFORCEMENT OF INITIAL AND AMENDED FINAL JUDGMENT ON**
17 **CONSENT AND PENALTIES**

18 On and after the day of entry of this Amended Final Judgment on Consent, AT&T will not
19 have any prospective obligations under any of the provisions of the Initial Final Judgment on
20 Consent, but instead must comply with the provisions of this Amended Final Judgment on
21 Consent applicable to the COMPANY. Notwithstanding the preceding sentence, the People may
22 move this Court for additional relief for (i) any violation by AT&T where such violation occurred
23 prior to entry of this Amended Final Judgment on Consent of any provision of the Initial Final
24 Judgment on Consent, and (ii) any violation by the COMPANY of any provision of this Amended
25 Final Judgment on Consent, including but not limited to, contempt, additional injunctive
26 provisions, or additional penalties. Except as otherwise provided below, nothing in the Initial
27 Final Judgment on Consent or this Amended Final Judgment on Consent shall limit any rights of
28

1 the People to seek any other relief or remedies provided by law or the rights of the COMPANY to
2 defend against any request of the People for such other relief or remedies.

3 **7. MATTERS COVERED BY THIS AMENDED FINAL JUDGMENT ON CONSENT**

4 **7.1.**

5 (i.) In connection with COVERED FACILITIES of AT&T listed on **Exhibit A** to the
6 Initial Final Judgment on Consent (as well as with any additional AT&T wireline facilities listed
7 on the AT&T May 8, 2012 letter to the People), this Amended Final Judgment on Consent is a
8 final and binding resolution and settlement of the claims, violations or causes of action against the
9 COMPANY through November 24, 2014: (1) alleged by the People in the AT&T Complaint
10 filed with the Initial Final Judgment on Consent, and (2) that could have been alleged as
11 Hazardous Waste Control Law or Unfair Competition Law claims against the COMPANY based
12 on information known to the People (a) regarding AT&T's management of SCRAP METAL, (b)
13 regarding AT&T's management through AT&T's reverse logistics program of ELECTRONIC
14 DEVICES before such items become WASTE as described to the People in AT&T's
15 correspondence dated November 11, 2014, and November 12, 2014, and (c) regarding AT&T's
16 management of the categories of items recovered by the People in inspections of the contents of
17 trash and recycling dumpsters used by AT&T but not alleged in the AT&T Complaint.

18 (ii.) In connection with COVERED FACILITIES listed on **Exhibit K** to this Amended
19 Final Judgment on Consent, as well as those facilities formerly owned/operated by DIRECTV
20 listed on **Exhibit M**, this Amended Final Judgment on Consent is a final and binding resolution
21 and settlement of the claims, violations or causes of action against DIRECTV, or AT&T Inc. and
22 any of its direct or indirect subsidiaries alleged to be derivatively liable for the acts or omissions
23 of DIRECTV as a result of the acquisition of DIRECTV, through the date of the filing of the
24 DTV Complaint: (1) alleged by the People in the DTV Complaint, and (2) that could have been
25 alleged as Hazardous Waste Control Law or Unfair Competition Law claims against DIRECTV,
26 or AT&T Inc. and any of its direct or indirect subsidiaries alleged to be derivatively liable for the
27 acts or omissions of DIRECTV as a result of the acquisition of DIRECTV, based on information
28 known to the People (a) regarding DIRECTV's management of SCRAP METAL, (b) regarding

1 DIRECTV's management through its reverse logistics program of ELECTRONIC DEVICES
2 before such items become WASTE as described to the People in the COMPANY's
3 correspondence dated September 9, 2016, and (c) regarding DIRECTV's management of the
4 categories of items recovered by the People in inspections of the contents of trash and recycling
5 dumpsters used by DIRECTV but not alleged in the DTV Complaint.

6 (iii.) The matters described in the previous subparagraphs (i) and (ii) are "Covered
7 Matters." The People covenant not to sue, for any Covered Matter in connection with the
8 COVERED FACILITIES of the COMPANY (*i.e.*, both AT&T and DIRECTV): (1) the
9 COMPANY and its parents, subsidiaries, affiliates, affiliate partnerships, predecessors, officers,
10 directors, and employees, (2) AT&T Inc. and any of its direct or indirect subsidiaries alleged to be
11 derivatively liable for the acts or omissions of DIRECTV, and, (3) the current and former
12 COVERED FACILITY property owners, ground lessors, and property managers (if the property
13 managers were responsible for or were involved with managing CONSENT JUDGMENT
14 WASTE ITEMS at the COVERED FACILITIES) identified on a list that AT&T submitted to the
15 People within ten (10) business days after entry of the Initial Final Judgment on Consent, and on
16 a list that DIRECTV or the COMPANY may submit to the People within ten (10) business days
17 after entry of this Amended Final Judgment on Consent. The aforementioned covenant not to
18 sue in (3) of the preceding sentence shall be effective upon the People's timely receipt of the list
19 of property owners, ground lessors and property managers described in the preceding sentence.
20 The People also covenant not to sue, for any Covered Matter, the COMPANY's agents, servants
21 and representatives to the extent, if any, they: (a) handled or managed (or were responsible for
22 handling or managing) CONSENT JUDGMENT WASTE ITEMS, in connection with
23 COVERED FACILITIES, and (b) acted on behalf of the COMPANY in doing so during the
24 relevant period as set forth in the Complaints. The People's covenant not to sue, solely with
25 respect to any Covered Matter, any of the above persons, parties or entities is expressly
26 conditioned upon the express written consent and acknowledgment by such persons, parties, and
27 entities that they are waiving their right to sue the People or any agency of the State of California,
28 or the County of Alameda, or any of their respective officers, employees, representatives, agents

1 or attorneys in accordance with the terms of Paragraph 7.7. of the Initial Final Judgment on
2 Consent and this Amended Final Judgment on Consent. AT&T's and DIRECTV's execution of
3 the Stipulation for Entry of the Amended Final Judgment and Permanent Injunction on Consent
4 (the "Stipulation") filed in this action shall constitute such consent and acknowledgment on
5 behalf of Defendants, the COMPANY, and their respective parents, subsidiaries, predecessors,
6 representatives, affiliates, affiliate partnerships, officers, directors, employees, servants and
7 agents, and the COMPANY represents that the signatories to the Stipulation will bind them for
8 purposes of the commitment in this paragraph and Paragraph 7.1 of the Initial Final Judgment on
9 Consent. For any person, entity, or party not bound by the signatories to the Stipulation pursuant
10 to the two previous sentences, the People's covenant not to sue is not valid as to those persons,
11 entities, or parties absent their express written acknowledgment given at the time that they assert
12 the covenant not to sue, that they waive their right to sue the People or any agency of the State of
13 California or the County of Alameda, or any of their respective officers, employees,
14 representatives, agents or attorneys in accordance with the terms of Paragraph 7.7. Any claim,
15 violation, or cause of action that is not a Covered Matter is a "Reserved Claim." Reserved Claims
16 include, without limitation: for AT&T, any violation that occurred after entry of the Initial Final
17 Judgment on Consent and for DIRECTV, any violation occurring after entry of this Amended
18 Final Judgment on Consent; any claims and causes of action referenced below in Paragraph 7.2.;
19 any claim, violation, or cause of action against the COMPANY's independent contractors or
20 subcontractors (unless specifically included within the covenant not to sue in the third sentence of
21 this paragraph); any violations of law, statute, regulation or ordinance, if any, by the COMPANY
22 which are not addressed as a Covered Matter; and any claim, Notice of Violation, cause of action
23 or pending investigation by DTSC or any CERTIFIED UNIFIED PROGRAM AGENCY or any
24 PARTICIPATING AGENCY. Covered Matters for which the COMPANY is receiving a
25 covenant not to sue pursuant to this Paragraph 7.1. do not include: for AT&T, past or future
26 conduct at or in connection with facilities that were not COVERED FACILITIES (or were not
27 additional AT&T wireline facilities listed on the AT&T May 8, 2012 letter to the People), as of
28 the date of entry of the Initial Final Judgment on Consent or which first become COVERED

1 FACILITIES after entry of the Initial Final Judgment on Consent; or for DIRECTV, past or
2 future conduct at or in connection with facilities that are not COVERED FACILITIES on **Exhibit**
3 **K** or facilities listed on **Exhibit M** as of the date of entry of this Amended Final Judgment on
4 Consent or which first become DIRECTV COVERED FACILITIES after entry of this Amended
5 Final Judgment on Consent (unless such facility had previously been within the scope of Covered
6 Matters for the COMPANY because it had been an AT&T COVERED FACILITY, in which case
7 it does not lose its status within Covered Matters by later becoming a DIRECTV COVERED
8 FACILITY after entry). The Parties each reserve the right to pursue any Reserved Claim and to
9 defend against any Reserved Claim.

10 **7.2.** Further, any claims or causes of action against the COMPANY for performance of
11 cleanup, corrective action, or response action for any actual past or future releases, spills, or
12 disposals of hazardous waste or hazardous substances that were caused or contributed to by the
13 COMPANY at or from the COVERED FACILITIES are not Covered Matters.

14 **7.3.** In any subsequent action that may be brought by the People based on any
15 Reserved Claim, the COMPANY agrees that it will not assert that failing to pursue any Reserved
16 Claim as part of this action constitutes claim-splitting, laches, or any other lack of timeliness,
17 except for the statute of limitations. For clarity, the entry of the Initial Final Judgment on
18 Consent or this Amended Final Judgment on Consent does not constitute an agreement to toll any
19 applicable statutes of limitations for any Reserved Claim that is not part of this action.

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

1 on such litigation, and the People may indicate its non-opposition to the COMPANY's position
2 that such subsequent litigation is barred by res judicata.

3 **7.5.** The provisions of Paragraph 7.1. of the Initial Final Judgment on Consent, as it
4 may apply, are effective as of November 24, 2014, and Paragraph 7.1 of this Amended Final
5 Judgment on Consent, are effective on the date of entry of this Amended Final Judgment on
6 Consent. The continuing effect of said Paragraphs 7.1. is expressly conditioned on the
7 COMPANY's full payment of the amounts due under the Initial Final Judgment on Consent, as it
8 may apply, and this Amended Final Judgment on Consent.

9 **7.6.** Paragraphs 7.1. of the Initial Final Judgment on Consent and this Amended Final
10 Judgment on Consent do not limit the ability of the People to enforce the terms of the Initial Final
11 Judgment on Consent or this Amended Final Judgment on Consent.

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

20 **8. FORCE MAJEURE EVENT**

21 **8.1.** It is not a breach of the COMPANY's obligations under Paragraphs 4 through
22 4.1.z. if the COMPANY is unable to perform due to a *Force Majeure* event. Any event due to
23 acts of God, acts of war, or that arises beyond the control of the COMPANY that prevents the
24 performance of such an obligation despite the COMPANY's timely and diligent efforts to fulfill
25 the obligation is a *Force Majeure* event. The requirement that the COMPANY exercise "timely
26 and diligent efforts" to fulfill the obligation includes the requirement that the COMPANY use its
27 best efforts to anticipate any potential *Force Majeure* event and use best efforts to address the
28 effects of any potential force majeure event: (1) as it is occurring, and (2) following the *Force*

1 *Majeure* event, such that the delay is minimized to the greatest extent possible. A *Force Majeure*
2 event may include concerted labor slow-downs, stoppages and strikes; a third party landowner's
3 refusal to provide consent to the COMPANY allowing structural changes required by the
4 provisions of this Amended Final Judgment on Consent to be implemented; and the delay in
5 obtaining or failure to obtain a permit required for such structural changes, provided that the
6 COMPANY has made timely and diligent efforts to fulfill the obligation. A *Force Majeure* event
7 does not include financial inability to fund or complete the work, any failure by the COMPANY's
8 suppliers, contractors, subcontractors or other persons contracted to perform the work for or on
9 behalf of the COMPANY (unless their failure to do so is itself due to a *Force Majeure* event), nor
10 does it include circumstances which could have been avoided if the COMPANY had complied
11 with preventative requirements imposed by law, regulation, or ordinance.

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

16 **9. NOTICE**

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

19 For the People:

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

Ed Ochoa
Deputy Attorney General
Office of the Attorney General
600 West Broadway, 18th Floor
San Diego, CA 92101

26 And

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

For the COMPANY:

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

Deborah Schmall, Esq.
Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, CA 94111

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. All notices and other communications required or permitted under this Amended Final Judgment on Consent that are properly addressed as provided in this paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective five (5) business days following deposit in the United States mail, postage prepaid, if delivered by mail.

10. EFFECT OF INITIAL AND AMENDED FINAL JUDGMENT ON CONSENT

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

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

2 The People shall not be liable for any injury or damage to persons or property resulting
3 from acts or omissions by the COMPANY or its directors, officers, employees, agents,
4 representatives, or contractors in carrying out activities pursuant to the Initial Final Judgment on
5 Consent or this Amended Final Judgment on Consent, nor shall the People be held as a party to or
6 guarantor or any contract entered into by the COMPANY or its directors, officers, employees,
7 agents, representatives, or contractors in carrying out the requirements of the Initial Final
8 Judgment on Consent or this Amended Final Judgment on Consent.

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

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

22 **13. FUTURE REGULATORY CHANGES**

23 Nothing in the Initial Final Judgment on Consent or this Amended Final Judgment on
24 Consent shall excuse the COMPANY from meeting any more stringent requirements that may be
25 imposed by applicable law or by any changes in the applicable law. To the extent future statutory
26 and regulatory changes occur and the People and the COMPANY concur that such changes make
27 the COMPANY's obligations under law less stringent than those provided for in this Amended
28 Final Judgment on Consent and that as a result the COMPANY's obligations in that regard under

1 this Amended Final Judgment on Consent should be modified accordingly, the Parties may jointly
2 petition the Court for modifications of this Amended Final Judgment on Consent commensurate
3 with those changes in the law. If the Parties do not concur, the COMPANY may apply to this
4 Court on noticed motion for modification of those obligations contained herein.

5 **14. APPLICATION OF AMENDED FINAL JUDGMENT ON CONSENT**

6 This Amended Final Judgment on Consent shall apply to and be binding upon the People
7 and upon the COMPANY, including its respective successors and assigns. DIRECTV represents
8 that AT&T has the authority to bind DIRECTV to the terms of this Amended Final Judgment on
9 Consent, and that AT&T officers and managers have the authority to make any representations,
10 submissions, or certifications required or permitted by the terms of this Amended Final Judgment
11 on Consent (including but not limited to the certifications required under Paragraph 4.1.g(i) and
12 Paragraph 4.1.q.(v)).

13 **15. CONTINUING JURISDICTION**

14 This Court shall retain continuing jurisdiction to enforce the terms of the Initial Final
15 Judgment on Consent and this Amended Final Judgment on Consent and to address any other
16 matters or disputes arising out of or regarding the Initial Final Judgment on Consent or this
17 Amended Final Judgment on Consent. The Parties shall meet and confer at least ten (10) business
18 days prior to the filing of any application or motion relating to the Initial Final Judgment on
19 Consent or this Amended Final Judgment on Consent, and shall negotiate in good faith in an
20 effort to resolve any dispute without judicial intervention; provided, however, that the ten (10)
21 business day period referenced above shall be shortened to five (5) business days regarding (i)
22 any alleged violation of Paragraphs 4 through 4.1.z. of the Initial Final Judgment on Consent or
23 this Amended Final Judgment on Consent, (ii) any dispute regarding the COMPANY's proposed
24 removal of certain items that are to be managed as CONSENT JUDGMENT WASTE ITEMS
25 under the provisions of this Amended Final Judgment on Consent pursuant to Paragraph 4.0.b.,
26 and (iii) any dispute regarding the COMPANY's proposed removal of certain facilities from
27 COVERED FACILITIES to be handled under the provisions of this Amended Final Judgment on
28 Consent pursuant to the procedures specified in the definition of COVERED FACILITIES and

1 Paragraph 4.0.c. If the Parties are unable to resolve their dispute after meet and confer
2 discussions, either Party may move this Court seeking a resolution of that dispute by the Court.

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

4 On reasonable notice, the COMPANY shall permit any duly authorized representative of
5 the People to inspect and copy the COMPANY's records and documents to determine whether
6 the COMPANY was in compliance with the terms of the Initial Final Judgment on Consent or
7 this Amended Final Judgment on Consent. Nothing in this paragraph is intended to require
8 access to or production of any documents that are protected from production or disclosure by the
9 attorney-client privilege, attorney work product doctrine, any other applicable privilege, defenses,
10 exemptions, or immunities afforded to the COMPANY under applicable law, nor does it waive
11 any of the objections or defenses to which the COMPANY would be entitled in responding to
12 requests for documents made by subpoena or other formal legal process or discovery. This
13 obligation shall not require the COMPANY to alter its normal document retention policies
14 (including but not limited to policies regarding backup tapes for electronic documents); provided,
15 however, that the COMPANY's policies must comply with Health and Safety Code chapter 6.5
16 and California Code of Regulations, title 22.

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

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

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

21 Whenever the Initial Final Judgment on Consent or this Amended Final Judgment on
22 Consent requires a declaration or certification by the COMPANY, such declaration or
23 certification shall be provided by an authorized COMPANY representative at a managerial level
24 in charge of environmental compliance matters, or by an officer of the COMPANY who is
25 authorized to bind the COMPANY. Each declaration and certification shall read as follows:

26 "To the best of my knowledge, based on information and belief and after reasonable
27 investigation, I declare (or certify) under penalty of perjury that the information contained in or
28

1 accompanying this submission is true, accurate, and complete. I am aware that there are civil and
2 criminal penalties for submitting false information.”

3 **19. INTERPRETATION**

4 The Initial Final Judgment on Consent and this Amended Final Judgment on Consent was
5 drafted equally by the respective Parties. The Parties agree that the rule of construction holding
6 that ambiguity is construed against the drafting party shall not apply to the interpretation of the
7 Initial Final Judgment on Consent and this Amended Final Judgment on Consent.

8 **20. INTEGRATION**

9 The Initial Final Judgment on Consent and this Amended Final Judgment on Consent
10 constitutes the entire agreement between the Parties and may not be amended or supplemented
11 except as provided for in the Initial Final Judgment on Consent or this Amended Final Judgment
12 on Consent. No oral representations have been made or relied upon other than as expressly set
13 forth herein.

14 **21. MODIFICATION OF AMENDED FINAL JUDGMENT ON CONSENT**

15 This Amended Final Judgment on Consent may be modified only on noticed motion by
16 one of the Parties with approval of the Court, or upon written consent by all of the Parties and the
17 approval of the Court.

18 **22. STATUS REPORTS**

19 Beginning twelve (12) months after the COMPANY’s filing of its more recent annual
20 status report under Paragraph 22 of the Initial Final Judgment on Consent, for as long as this
21 Amended Final Judgment on Consent remains in effect, the COMPANY shall submit annual
22 status reports to the People’s representatives listed in Paragraph 9 above. The status report shall:
23 briefly summarize the actions that the COMPANY has taken during the twelve (12) months since
24 the period covered by the prior status report in order to comply with its obligations under this
25 Amended Final Judgment on Consent; disclose any notices of violation that the COMPANY has
26 received pertaining to the matters covered in this Amended Final Judgment on Consent and
27 disclose any corrective actions taken as a result; and set forth any penalties the COMPANY has
28 paid to any governmental agency for noncompliance arising from the COMPANY’s business

1 operations in California for the matters covered in this Amended Final Judgment on Consent.
2 The status report shall also include a current list of COVERED FACILITIES. Each status report
3 shall be signed under penalty of perjury that the information contained therein is true and correct.

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

5 **23.1.** With regard to actions occurring at or in connection with COVERED FACILITIES
6 other than the DIRECTV COVERED FACILITIES, at any time after November 24, 2019 (*i.e.*,
7 five (5) years after entry of the Initial Final Judgment on Consent), and the COMPANY has paid
8 or expended any and all amounts due under the Initial Final Judgment on Consent and this
9 Amended Final Judgment on Consent and has been in substantial compliance with the injunctive
10 terms of said judgments, the COMPANY may file a motion requesting a Court order that the
11 permanent injunctive provisions of Paragraphs 4 and 4.1. of said judgments shall have no
12 prospective force or effect based on the COMPANY's demonstrated history of compliance with
13 the Initial Final Judgment on Consent and this Amended Final Judgment on Consent, except for
14 the DIRECTV COVERED FACILITIES. If the People agree that the COMPANY has
15 substantially complied with the obligations set forth in the Initial Final Judgment on Consent and
16 this Amended Final Judgment on Consent for those COVERED FACILITIES other than the
17 DIRECTV COVERED FACILITIES, the People will file a statement of non-opposition to the
18 COMPANY's motion. If the People disagree, the People will file an opposition setting forth the
19 People's reasoning and will recommend that the Amended Final Judgment on Consent, including
20 the injunctive provisions, remain in effect. Within thirty (30) calendar days of the filing of the
21 COMPANY's motion, the People will file either a statement of non-opposition, or an opposition,
22 and within thirty (30) calendar days thereafter, the COMPANY may file a reply. The Parties
23 agree that the Court may grant the COMPANY's request upon determining that the COMPANY
24 has substantially complied with the obligations set forth in the Initial Final Judgment on Consent
25 and this Amended Final Judgment on Consent. If such request is granted, this Amended Final
26 Judgment on Consent will remain in effect for the DIRECTV COVERED FACILITIES until such
27 obligations are also terminated pursuant to Paragraph 23.2.

1 **23.2.** With regard to actions occurring at or in connection with the DIRECTV
2 COVERED FACILITIES , the COMPANY may, at any time after this Amended Final Judgment
3 on Consent has been in effect for five (5) years (not including the time the Initial Final Judgment
4 on Consent has been in effect), and the COMPANY has paid or expended any and all amounts
5 due under the Amended Final Judgment on Consent and has been in substantial compliance with
6 the injunctive terms herein, file a motion requesting a Court order that the permanent injunctive
7 provisions of Paragraphs 4 and 4.1. shall have no prospective force or effect based on the
8 COMPANY's demonstrated history of compliance with the Amended Final Judgment on Consent
9 regarding the DIRECTV COVERED FACILITIES. If the People agree that the COMPANY has
10 substantially complied with the obligations set forth in the Amended Final Judgment on Consent
11 for the DIRECTV COVERED FACILITIES, the People will file a statement of non-opposition to
12 the COMPANY's motion. If the People disagree, the People will file an opposition setting forth
13 the People's reasoning and will recommend that the Amended Final Judgment on Consent,
14 including the injunctive provisions, remain in effect. Within thirty (30) calendar days of the filing
15 of the COMPANY's motion, the People will file either a statement of non-opposition, or an
16 opposition, and within thirty (30) calendar days thereafter, the COMPANY may file a reply. The
17 Parties agree that the Court may grant the COMPANY's request upon determining that the
18 COMPANY has substantially complied with the obligations set forth in this Amended Final
19 Judgment on Consent.

20
21 **IT IS ORDERED, ADJUDGED, AND DECREED THAT THE AMENDED FINAL**
22 **JUDGMENT AND PERMANENT INJUNCTION ON CONSENT BE ENTERED AS**
23 **PROVIDED HEREIN.**

24
25
26 Dated: _____, 2017

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
Covered Facilities as of the Date of Entry of the Initial Final Judgment on Consent (Nov. 20, 2014)			
1	AGOURA HILLS	29293 AGOURA RD (Listed as 29300 by sorting vendor)	2
2	ALHAMBRA	21 S 1ST ST	5
3	ANAHEIM	3925 E CORONADO ST	6
4	ANAHEIM	1251 N. RED GUM ST	1
5	ANGELS CAMP	808 S MAIN ST	2
6	ANTIOCH	2701 VERNE ROBERTS CIRCLE	6
7	ARCADIA	21 W SANTA CLARA ST	6
8	ARROYO GRANDE	225 N HALCYON RD	1
9	ATASCADERO	6220 ATASCADERO AVE	2
10	AUBURN	12920 EARHART AVE	5
11	AVALON	135 WHITTLEY AVE	2x/mo
12	BAKER	72316 BAKER BLVD	2
13	BAKERSFIELD	101 V ST	6
14	BAKERSFIELD	3221 S H ST	1
15	BAKERSFIELD	5650 ALDRIN CT	5
16	BELL	6707 SALT LAKE AVE (combined site also handling building with address of 6708 Salt Lake Ave.)	6
17	BERKELEY	1206 5TH ST	6
18	BETHEL ISLAND	6221 BETHEL ISLAND ROAD	1
19	BEVERLY HILLS	490 FOOTHILL RD	6
20	BRISBANE	355 VALLEY DR	5
21	BUENA PARK	8925 ORANGETHORPE AVE	2
22	BUENA PARK	7701 ARTESIA BLVD	2
23	CAMPBELL	1160 DELL AVENUE	5
24	CANOGA PARK	22012 VANOWEN ST / 6685 TOPANGA CANYON BLVD	6
25	CANYON COUNTRY	26971 FURNIVALL AVE	5
26	CASTRO VALLEY	2610 NORBRIDGE AVE	6
27	CHATSWORTH	20350 PLUMMER ST	3

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
28	CHICO	3750 MORROW LN	4
29	CHULA VISTA	490 MAIN ST	6
30	CLEARLAKE	2510 OLD HIGHWAY 53 (listed as 2570 Old Highway 53 per sorting vendor)	2
31	CLOVIS	3375 PEACH AVE	6
32	COMMERCE	2420 YATES AVE	3
33	COMPTON	806 S. ALAMEDA ST	5
34	CONCORD	1714 COLFAX ST	5
35	CONCORD	2450 WHITMAN RD	6
36	CONCORD	2745 CLOVERDALE AVE	5
37	CORONA	215 N JOY STREET	6
38	COSTA MESA	2280 FAIRVIEW RD	1
39	DALY CITY	359 WASHINGTON ST	5
40	DEL REY OAKS	161 CALLE DEL OAKS	6
41	DELANO	925 JEFFERSON ST	2
42	DINUBA	225 N K ST	2
43	EL CAJON	435 N JOHNSON AVE	5
44	EL CENTRO	1029 S 2ND ST	5
45	EL MONTE	10983 LOWER AZUSA RD	5
46	EL MONTE	3640 EL MONTE AVE	6
47	EL SEGUNDO	195 S DOUGLAS ST	6
48	EL SOBRANTE	3920 SAN PABLO DAM RD	6
49	ELK	5861 S HWY 1	1x every 2 weeks
50	ESCONDIDO	555 W 13TH ST	6
51	ESCONDIDO	575 N QUINCE ST	5
52	ESCONDIDO	950 W WASHINGTON AVE	5
53	EUREKA	5749 HUMBOLDT HILL RD	2
54	FAIRFIELD	3235 N TEXAS ST	6
55	FELTON	5946 HIGHWAY 9	4
56	FONTANA	15384 ARROW BLVD	6
57	FONTANA	17070 CERES AVE	5
58	FORT BRAGG	920 N FRANKLIN ST	1
59	FREMONT	42000 BOYCE RD	6
60	FREMONT	44900 INDUSTRIAL DR	3
61	FRESNO	2515 S ORANGE AVE	5
62	FRESNO	4734 E CARMEN AVE	6
63	FRESNO	5520 E HEDGES AVE	6

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
64	FULLERTON	300 STATE COLLEGE	6
65	GARDEN GROVE	13062 EUCLID ST	6
66	GARDEN GROVE	13732 NEWHOPE ST	1
67	GARDENA	100 W ALONDRA BLVD	5
68	GARDENA	17040 S VERMONT AVE	6
69	GLENDALE	515 PIONEER DR	6
70	GLENDALE	720 WESTERN AVE	5
71	GRASS VALLEY	315 COLFAX AVE	3
72	GRASS VALLEY	530 FREEMAN LN	3
73	HALF MOON BAY	525 KELLY AVE	1
74	HANFORD	11091 AVENUE 10 1/2	5
75	HAYWARD	100 ORCHARD AVE	6
76	HOLLISTER	717 MCCRAY ST	1
77	JACKSON	951 S STATE HIGHWAY 49	5
78	KING CITY	105 DIVISION ST	1
79	LA CANADA FLINTRIDGE	4815 OAK GROVE DR	2
80	LAGUNA NIGUEL	27392 CAMINO CAPISTRANO / 27402 CAMINO CAPISTRANO	6
81	LAKEPORT	555 LAKEPORT BLVD	1
82	LODI	90 W TURNER RD (formerly listed as 110 W. TURNER RD)	5
83	LOS ANGELES	111 N UNION AVE	2
84	LOS ANGELES	1429 N GOWER ST / 6105 DE LONGPRE AVE	5
85	LOS ANGELES	2445 DALY ST	6
86	LOS ANGELES	3035 ANDRITA ST	5
87	LOS ANGELES	316 N JUANITA AVE	6
88	LOS ANGELES	5035 COLISEUM ST	5
89	LOS ANGELES	5041 REPETTO AVE	5
90	LOS ANGELES	6135 WHITTIER BLVD (listed as 6138 Whittier by sorting vendor)	3
91	LOS ANGELES	8075 MELROSE AVE	5
92	LOS ANGELES	467 E. VERNON AVE	6
93	LOS BANOS	1405 S CALIFORNIA AVE	1

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
94	MADERA	221 S E ST	2
95	MARTINEZ	4501 PACHECO BLVD	5
96	MERCED	1860 WARDROBE AVE	6
97	MODESTO	1412 GRANITE LN	6
98	MODESTO	1548 CARPENTER RD	5
99	MODESTO	1025 13TH ST	1
100	MODESTO	3090 FARRAR AVE	6
101	MOJAVE	2100 BELSHAW ST	2
102	MONTROSE	2275 FLORENCITA AVE	6
103	MORRO BAY	788 MAIN ST	2
104	MOUNT SHASTA	1219 S MOUNT SHASTA BLVD	1
105	MOUNTAIN VIEW	360 PIONEER WAY	6
106	NAPA	230 CAMINO ORUGA CT	6
107	NEWHALL	24522 LYONS AVE	6
108	NORTH HOLLYWOOD	7744 LANKERSHIM BLVD	3
109	OAKLAND	1189 58TH AVE	5
110	OAKLAND	479 45TH ST	5
111	OAKLAND	545 W GRAND AVE	5
112	OAKLAND	865 77TH AVE	5
113	OCEANSIDE	2229 MISSION AVE	6
114	OCEANSIDE	2727 OCEANSIDE BLVD	5
115	ORANGE	901 E. KATELLA AVE	6
116	ORANGE	2525 N ORANGE OLIVE RD	1
117	ORANGEVALE	5951 MAIN AVE	5
118	OROVILLE	2525 LOWER WYANDOTTE RD	2
119	PALMDALE	2655 E AVENUE Q	5
120	PALMDALE	921 E PALMDALE BLVD	6
121	PARADISE	772 ELLIOTT RD	1
122	PASADENA	271 N CARMELO AVE	3
123	PASADENA	901 S RAYMOND AVE	3
124	PASO ROBLES	908 28TH ST	5
125	PETALUMA	630 JEFFERSON ST	5
126	PITTSBURG	337 E 12TH ST	3
127	PLACERVILLE	281 INDUSTRIAL DR	3

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
128	PLEASANTON	4400 BLACK AVE	6
129	PLEASANTON	7240 JOHNSON DR	6
130	PORTERVILLE	1301 W OLIVE AVE	2
131	PORTOLA	225 N GULLING (listed as 222 N Gulling by sorting vendor)	1x every 2 weeks
132	QUINCY	150 N MILL CREEK RD	1x every 2 weeks
133	RAMONA	1021 A ST	3
134	RANCHO CORDOVA	2615 MERCANTILE DR	5
135	RANCHO CORDOVA	1913 BIRKMONT DR	5
136	RED BLUFF	645 DIAMOND AVE	2
137	REDDING	4434 MOUNTAIN LAKES BLVD	3
138	REDWOOD CITY	1200 MARSH ROAD	3
139	REDWOOD CITY	2001 E BAYSHORE RD	6
140	RESEDA	18333 GAULT ST	3
141	RESEDA	6843 RESEDA BLVD	6
142	RIVERSIDE	3073 ADAMS ST	6
143	RIVERSIDE	9129 MAGNOLIA AVE	1
144	ROCKLIN	3545 INDUSTRIAL AVENUE	5
145	ROCKLIN	4075 CINCINNATI AVE	5
146	ROSEMEAD	8633 GRAND AVE	5
147	SACRAMENTO	1558 JULIESSE AVE	1
148	SACRAMENTO	1590 JULIESSE AVE	6
149	SACRAMENTO	1821 24TH ST	5
150	SACRAMENTO	8221 GALENA AVE	5
151	SACRAMENTO	2700 WATT AVE	5
152	SALINAS	1060 TERVEN AVE	5
153	SALINAS	316 GRIFFIN ST	5
154	SALINAS	445 AIRPORT BLVD	6
155	SAN BRUNO	840 SAN BRUNO AVE W	5
156	SAN DIEGO	16720 W BERNARDO DR	6
157	SAN DIEGO	2850 MIDWAY DR	6
158	SAN DIEGO	3750 HOME AVE	5
159	SAN DIEGO	3855 ASH STREET	3

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
160	SAN DIEGO	4772-4782 ALVARADO CANYON ROAD	2
161	SAN DIEGO	7250 CONVOY CT	5
162	SAN DIEGO	7620 CONVOY CT	3
163	SAN DIEGO	7910 OTHELLO AVE	3
164	SAN DIEGO	9210 MIRA ESTE COURT	6
165	SAN DIEGO	9790 OLSON DR	2
166	SAN DIEGO	7597 RAYTHEON RD	3
167	SAN DIEGO	4255 RUFFIN RD	6
168	SAN DIEGO	11330 SORRENTO VALLEY	6
169	SAN FRANCISCO	1199 INDIANA ST	5
170	SAN FRANCISCO	35 TUBBS ST	6
171	SAN FRANCISCO	1330 16TH ST	5
172	SAN FRANCISCO	30 ONONDAGA AVE	3
173	SAN FRANCISCO	610 BRANNAN ST	5
174	SAN FRANCISCO	430 BUSH ST	5
175	SAN FRANCISCO	6150 3RD ST	5
176	SAN FRANCISCO	100 PAUL AVENUE	6
177	SAN JOSE	145 S MONTGOMERY ST	5
178	SAN JOSE	1651 BERRYESSA RD	6
179	SAN JOSE	3042 ROSE AVE (listed as 3036 Rose by sorting vendor)	5
180	SAN JOSE	3598 HILLCAP AVE	5
181	SAN JOSE	5285 DOYLE RD	5
182	SAN LEANDRO	1661 DOOLITTLE	5
183	SAN LEANDRO	1910 FAIRWAY DR	6
184	SAN LEANDRO	530 E 14TH ST	5
185	SAN LUIS OBISPO	196 SUBURBAN RD	5
186	SAN MATEO	1901 PACIFIC BLVD	5
187	SAN MATEO	262 19TH AVE / 288 19th AVE	5

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
188	SAN RAFAEL	23 MARK DR	6
189	SAN RAFAEL	96 LOUISE ST	5
190	SAN RAMON	39 BETA CT	6
191	SANTA ANA	2201 S. ANNE ST.	6
192	SANTA CLARA	1051 MARTIN AVE	6
193	SANTA CLARA	1600 COLEMAN AVE	5
194	SANTA CLARA	1700 SPACE PARK DR	5
195	SANTA CLARA	3025 RAYMOND ST	5
196	SANTA CLARA	310 MARTIN AVE	5
197	SANTA CRUZ	7070 SOQUEL AVE	5
198	SANTA ROSA	3260 SEBASTOPOL RD # 3 (listed as 3760 Sebastopol by sorting vendor)	6
199	SANTEE	10111 PROSPECT AVE	6
200	SHERMAN OAKS	4959 SEPULVEDA BLVD	6
201	SIMI VALLEY	1844 SYCAMORE DR	6
202	SIMI VALLEY	2250 WARD AVE	3
203	SONORA	142 PONDEROSA DR	5
204	SOUTH LAKE TAHOE	2075 ELOISE AVE	2
205	SOUTH SAN FRANCISCO	1477 HUNTINGTON AVE	5
206	SOUTH SAN FRANCISCO	150 SOUTH LINDEN AVE	6
207	STOCKTON	2300 E EIGHT MILE RD	5
208	STOCKTON	4051 NEWTON RD	6
209	STOCKTON	1413 BOURBON ST	5
210	STOCKTON	3707 DUCK CREEK DR	6
211	SUNNYVALE	1188 W EVELYN AVE	3
212	TAHOE CITY	2945 LAKE FOREST RD (listed as 2944 Lake Forest by sorting vendor)	2
213	TEHACHAPI	115 S CURRY ST	1x every 2 weeks
214	TEMPLETON	3880 RUTH WAY	5
215	TRACY	707 E 11TH ST	6
216	TRACY	4100 COMMERCIAL DR	2
217	TRUCKEE	11012 W RIVER ST	2

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
218	TURLOCK	551 S CENTER ST	6
219	TUSTIN	1301 EDINGER AVE	2
220	TUSTIN	14451 MYFORD RD	6
221	UKIAH	300 KUKI RD	2
222	VALLEJO	730 CAROLINA ST	5
223	VAN NUYS	16201 RAYMER ST / 16251 RAYMER ST	5
224	VAN NUYS	7715 BURNET AVE	6
225	VAN NUYS	14709 VANOWEN ST	5
226	VENTURA	1264 CALLENS RD (listed as 1204 Callens by sorting vendor)	3
227	VENTURA	739 E. SANTA CLARA ST	3
228	VISALIA	245 S CAIN ST	5
229	VISALIA	7345 W. GOSHEN AVE, STE A	6
230	WATSONVILLE	515 CHAPPEL RD	6
231	WEST SACRAMENTO	1777 CEBRIAN ST	5
232	WEST SACRAMENTO	4000 CHANNEL DR	5
233	WILMINGTON	1418 BROAD AVE	4
234	WOODLAND	57 W KENTUCKY AVE	5
235	YOSEMITE N.P.	9036 VILLAGE DR	1x every 2 weeks
236	YREKA	314 PINE ST	1
237	YUBA CITY	1301 THARP RD	3

Revisions to Covered Facilities List After Initial Entry			
NEW FACILITIES ADDED TO EXHIBIT A (Post Initial CJ Entry)			
1	BAKERSFIELD	101 Union Ave	5
2	CONCORD	1025 Shary Circle	6
3	SAN JOSE	1670 Las Plumas Ave	4
4	LOS ANGELES	6900 S Vermont	2
5	LOS ANGELES	7323 Sunset Blvd	2
6	SOUTH SAN FRANCISCO	222 Littlefield Ave	5
7	LOS ANGELES	3434 E. 4th St	2

EXHIBIT A - Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)
8	VALLEJO	340 Couch Street	5
9	LOS ANGELES	4100 Eagle Rock Blvd	2
10			
Note: Newly added Covered Facilities are not included within the covenant not to sue as set forth in Paragraph 7.1 of the Amended Final Judgment on Consent			
FACILITIES REMOVED FROM EXHIBIT A (Post Initial CJ Entry)			
1	CONCORD	2450 Whitman	
2	SACRAMENTO	1558 Juliesse Avenue	
3	SAN FRANCISCO	610 Brannan	
4	SAN DIEGO	7250 Convoy Ct	
5	TURLOCK	551 S. Center St	
6	VALLEJO	730 Carolina St	
7	BERKELEY	1206 5th Street	

EXHIBIT B

Exhibit B

Consent Judgment Waste Items

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

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

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

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

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

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

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

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

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

A. Items in the following categories:

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

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

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

EXHIBIT C

Exhibit C

Officer Certification re Post-March 29, 2012 Compliance

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

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

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

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

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

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

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

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

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

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

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

[List and explain exceptions];

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

/S/ _____

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

[Date]

EXHIBIT D

EXHIBIT D

Officer Declaration for Verification of Training of Covered Employees

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

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

Based upon reasonable belief formed in reliance on the information provided as described above, and relying upon the advice of legal counsel, I hereby declare that, as of August 31, 2016, HAZARDOUS WASTE training was provided to all COVERED EMPLOYEES and systems to provide and track required training were implemented at all COVERED FACILITIES identified in EXHIBIT K to the Final Judgment in order to achieve compliance with California Code of Regulations, title 22, sections 66265.16 and 66273.36 and the injunctive terms of the Final Judgment, with the following exceptions:

- [Insert exceptions]

On the same basis as stated above, I further declare that all of the COVERED EMPLOYEES subject to the listed exceptions have since completed the required training. No other exceptions have been reported to me, and I am personally unaware of any other exceptions. I make this statement upon penalty of perjury.

/s/ _____
Ken Lear
Vice President - Design & Construction
_____, 2017

EXHIBIT E

EXHIBIT E - SCHEDULE OF UNANNOUNCED INSPECTIONS

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

EXHIBIT E - SCHEDULE OF UNANNOUNCED INSPECTIONS

FACILITY NO.	CITY	STREET ADDRESS	NUMBER OF UNANNOUNCED INSPECTIONS PER YEAR PURSUANT TO PAR. 4.1.s(v)
41	DELANO	0 9TH + JEFFERSON ST (listed as 925 Jefferson by sorting vendor)	2
42	DINUBA	225 N K ST	2
43	EL CAJON	435 N JOHNSON AVE	4
44	EL CENTRO	1029 S 2ND ST	4
45	EL MONTE	10983 LOWER AZUSA RD	4
46	EL MONTE	3640 EL MONTE AVE	4
47	EL SEGUNDO	195 S DOUGLAS ST	4
48	EL SOBRANTE	3920 SAN PABLO DAM RD	4
49	ELK	5861 S HWY 1	2
50	ESCONDIDO	555 W 13TH ST	4
51	ESCONDIDO	575 N QUINCE ST	4
52	ESCONDIDO	950 W WASHINGTON AVE	4
53	EUREKA	5749 HUMBOLDT HILL RD	2
54	FAIRFIELD	3235 N TEXAS ST	4
55	FELTON	5946 HIGHWAY 9	2
56	FONTANA	15384 ARROW BLVD	4
57	FONTANA	17070 CERES AVE	4
58	FORT BRAGG	920 N FRANKLIN ST	2
59	FREMONT	42000 BOYCE RD	4
60	FREMONT	44900 INDUSTRIAL DR	4
61	FRESNO	2515 S ORANGE AVE	4
62	FRESNO	4734 E CARMEN AVE	4
63	FRESNO	5520 E HEDGES AVE	4
64	FULLERTON	300 STATE COLLEGE	4
65	GARDEN GROVE	13062 EUCLID ST	4
66	GARDEN GROVE	13732 NEWHOPE ST	2
67	GARDENA	100 W ALONDRA BLVD	4
68	GARDENA	17040 S VERMONT AVE	4
69	GLENDALE	515 PIONEER DR	4
70	GLENDALE	720 WESTERN AVE	4
71	GRASS VALLEY	315 COLFAX AVE	2
72	GRASS VALLEY	530 FREEMAN LN	2
73	HALF MOON BAY	525 KELLY AVE	2
74	HANFORD	11091 AVENUE 10 1/2	4
75	HAYWARD	100 ORCHARD AVE	4
76	HOLLISTER	717 MCCRAY ST	2
77	JACKSON	951 S STATE HIGHWAY 49	2
78	KING CITY	105 DIVISION ST	2
79	LA CANADA FLINTRIDGE	4815 OAK GROVE DR	2
80	LAGUNA NIGUEL	27392 CAMINO CAPISTRANO / 27402 CAMINO CAPISTRANO	4
81	LAKEPORT	555 LAKEPORT BLVD	2
82	LODI	110 W TURNER RD	2
83	LOS ANGELES	111 N UNION AVE	4
84	LOS ANGELES	1429 N GOWER ST / 6105 DE LONGPRE AVE	4

EXHIBIT E - SCHEDULE OF UNANNOUNCED INSPECTIONS

FACILITY NO.	CITY	STREET ADDRESS	NUMBER OF UNANNOUNCED INSPECTIONS PER YEAR PURSUANT TO PAR. 4.1.s(v)
85	LOS ANGELES	2445 DALY ST	4
86	LOS ANGELES	3035 ANDRITA ST	4
87	LOS ANGELES	316 N JUANITA AVE	4
88	LOS ANGELES	5035 COLISEUM ST	4
89	LOS ANGELES	5041 REPETTO AVE	4
90	LOS ANGELES	6135 WHITTIER BLVD (listed as 6138 Whittier by sorting vendor)	2
91	LOS ANGELES	8075 MELROSE AVE	4
92	LOS ANGELES	467 E. VERNON AVE	4
93	LOS BANOS	1405 S CALIFORNIA AVE	2
94	MADERA	221 S E ST	2
95	MARTINEZ	4501 PACHECO BLVD	4
96	MERCED	1860 WARDROBE AVE	4
97	MODESTO	1412 GRANITE LN	4
98	MODESTO	1548 CARPENTER RD	4
99	MODESTO	1025 13TH ST	2
100	MODESTO	3090 FARRAR AVE	4
101	MOJAVE	2100 BELSHAW ST	2
102	MONTROSE	2275 FLORENCITA AVE	4
103	MORRO BAY	788 MAIN ST	2
104	MOUNT SHASTA	1219 S MOUNT SHASTA BLVD	2
105	MOUNTAIN VIEW	360 PIONEER WAY	4
106	NAPA	230 CAMINO ORUGA CT	4
107	NEWHALL	24522 LYONS AVE	4
108	NORTH HOLLYWOOD	7744 LANKERSHIM BLVD	2
109	OAKLAND	1189 58TH AVE	2
110	OAKLAND	479 45TH ST	2
111	OAKLAND	545 W GRAND AVE	4
112	OAKLAND	865 77TH AVE	4
113	OCEANSIDE	2229 MISSION AVE	4
114	OCEANSIDE	2727 OCEANSIDE BLVD	4
115	ORANGE	901 E. KATELLA AVE	4
116	ORANGE	2525 N ORANGE OLIVE RD	2
117	ORANGEVALE	5951 MAIN AVE	2
118	OROVILLE	2525 LOWER WYANDOTTE RD	2
119	PALMDALE	2655 E AVENUE Q	4
120	PALMDALE	921 E PALMDALE BLVD	2
121	PARADISE	772 ELLIOTT RD	2
122	PASADENA	271 N CARMELO AVE	4
123	PASADENA	901 S RAYMOND AVE	4
124	PASO ROBLES	908 28TH ST	2
125	PETALUMA	630 JEFFERSON ST	2
126	PITTSBURG	337 E 12TH ST	2
127	PLACERVILLE	281 INDUSTRIAL DR	4
128	PLEASANTON	4400 BLACK AVE	4
129	PLEASANTON	7240 JOHNSON DR	4
130	PORTERVILLE	1301 W OLIVE AVE	2

EXHIBIT E - SCHEDULE OF UNANNOUNCED INSPECTIONS

FACILITY NO.	CITY	STREET ADDRESS	NUMBER OF UNANNOUNCED INSPECTIONS PER YEAR PURSUANT TO PAR. 4.1.s(v)
131	PORTOLA	225 N GULLING (listed as 222 N Gulling by sorting vendor)	2
132	QUINCY	150 N MILL CREEK RD	2
133	RAMONA	1021 A ST	2
134	RANCHO CORDOVA	2615 MERCANTILE DR	4
135	RANCHO CORDOVA	1913 BIRKMONT DR	2
136	RED BLUFF	645 DIAMOND AVE	2
137	REDDING	4434 MOUNTAIN LAKES BLVD	4
138	REDWOOD CITY	1200 MARSH ROAD	2
139	REDWOOD CITY	2001 E BAYSHORE RD	4
140	RESEDA	18333 GAULT ST	4
141	RESEDA	6843 RESEDA BLVD	2
142	RIVERSIDE	3073 ADAMS ST	4
143	RIVERSIDE	9129 MAGNOLIA AVE	2
144	ROCKLIN	3545 INDUSTRIAL AVENUE	4
145	ROCKLIN	4075 CINCINNATI AVE	4
146	ROSEMEAD	8633 GRAND AVE	4
147	SACRAMENTO	1558 JULIESSE AVE	4
148	SACRAMENTO	1590 JULIESSE AVE	4
149	SACRAMENTO	1821 24TH ST	4
150	SACRAMENTO	8221 GALENA AVE	4
151	SACRAMENTO	2700 WATT AVE	4
152	SALINAS	1060 TERVEN AVE	4
153	SALINAS	316 GRIFFIN ST	4
154	SALINAS	445 AIRPORT BLVD	2
155	SAN BRUNO	840 SAN BRUNO AVE W	2
156	SAN DIEGO	16720 W BERNARDO DR	4
157	SAN DIEGO	2850 MIDWAY DR	4
158	SAN DIEGO	3750 HOME AVE	4
159	SAN DIEGO	3855 ASH STREET	2
160	SAN DIEGO	4772-4782 ALVARADO CANYON ROAD	2
161	SAN DIEGO	7250 CONVOY CT	2
162	SAN DIEGO	7620 CONVOY CT	4
163	SAN DIEGO	7910 OTHELLO AVE	4
164	SAN DIEGO	9210 MIRA ESTE COURT	4
165	SAN DIEGO	9790 OLSON DR	4
166	SAN DIEGO	7597 RAYTHEON RD	2
167	SAN DIEGO	4255 RUFFIN RD	4
168	SAN DIEGO	11330 SORRENTO VALLEY	4
169	SAN FRANCISCO	1199 INDIANA ST	4
170	SAN FRANCISCO	35 TUBBS ST	4
171	SAN FRANCISCO	1330 16TH ST	4
172	SAN FRANCISCO	30 ONONDAGA AVE	2
173	SAN FRANCISCO	610 BRANNAN ST	4
174	SAN FRANCISCO	430 BUSH ST	4
175	SAN FRANCISCO	100 PAUL AVE	4
176	SAN FRANCISCO	6150 3RD ST	2

EXHIBIT E - SCHEDULE OF UNANNOUNCED INSPECTIONS

FACILITY NO.	CITY	STREET ADDRESS	NUMBER OF UNANNOUNCED INSPECTIONS PER YEAR PURSUANT TO PAR. 4.1.s(v)
177	SAN JOSE	145 S MONTGOMERY ST	4
178	SAN JOSE	1651 BERRYESSA RD	4
179	SAN JOSE	3042 ROSE AVE (listed as 3036 Rose by sorting vendor)	2
180	SAN JOSE	3598 HILLCAP AVE	4
181	SAN JOSE	5285 DOYLE RD	4
182	SAN LEANDRO	1661 DOOLITTLE	4
183	SAN LEANDRO	1910 FAIRWAY DR	4
184	SAN LEANDRO	530 E 14TH ST	4
185	SAN LUIS OBISPO	196 SUBURBAN RD	4
186	SAN MATEO	1901 PACIFIC BLVD	2
187	SAN MATEO	262 19TH AVE / 288 19th AVE	4
188	SAN RAFAEL	23 MARK DR	4
189	SAN RAFAEL	96 LOUISE ST	4
190	SAN RAMON	39 BETA CT	4
191	SANTA ANA	2201 S. ANNE ST.	4
192	SANTA CLARA	1051 MARTIN AVE	4
193	SANTA CLARA	1600 COLEMAN AVE	2
194	SANTA CLARA	1700 SPACE PARK DR	2
195	SANTA CLARA	3025 RAYMOND ST	4
196	SANTA CLARA	310 MARTIN AVE	4
197	SANTA CRUZ	7070 SOQUEL AVE	4
198	SANTA ROSA	3260 SEBASTOPOL RD # 3 (listed as 3760 Sebastopol by sorting vendor)	4
199	SANTEE	10111 PROSPECT AVE	4
200	SHERMAN OAKS	4959 SEPULVEDA BLVD	4
201	SIMI VALLEY	1844 SYCAMORE DR	4
202	SIMI VALLEY	2250 WARD AVE	4
203	SONORA	142 PONDEROSA DR	4
204	SOUTH LAKE TAHOE	2075 ELOISE AVE	2
205	SOUTH SAN FRANCISCO	1477 HUNTINGTON AVE	2
206	SOUTH SAN FRANCISCO	150 SOUTH LINDEN	4
207	STOCKTON	2300 E EIGHT MILE RD	4
208	STOCKTON	4051 NEWTON RD	4
209	STOCKTON	1413 BOURBON ST	4
210	STOCKTON	3707 DUCK CREEK DR	4
211	SUNNYVALE	1188 W EVELYN AVE	4
212	TAHOE CITY	2945 LAKE FOREST RD (listed as 2944 Lake Forest by sorting vendor)	2
213	TEHACHAPI	115 S CURRY ST	2
214	TEMPLETON	3880 RUTH WAY	2
215	TRACY	707 E 11TH ST	4
216	TRACY	4100 COMMERCIAL DR	2
217	TRUCKEE	11012 W RIVER ST	2
218	TURLOCK	551 S CENTER ST	4
219	TUSTIN	1301 EDINGER AVE	4
220	TUSTIN	14451 MYFORD RD	4

EXHIBIT E - SCHEDULE OF UNANNOUNCED INSPECTIONS

FACILITY NO.	CITY	STREET ADDRESS	NUMBER OF UNANNOUNCED INSPECTIONS PER YEAR PURSUANT TO PAR. 4.1.s(v)
221	UKIAH	300 KUKI RD	2
222	VALLEJO	730 CAROLINA ST	2
223	VAN NUYS	16201 RAYMER ST / 16251 RAYMER ST	4
224	VAN NUYS	7715 BURNET AVE	4
225	VAN NUYS	14709 VANOWEN ST	4
226	VENTURA	1264 CALLENS RD (listed as 1204 Callens by sorting vendor)	2
227	VENTURA	739 E. SANTA CLARA ST	2
228	VISALIA	245 S CAIN ST	4
229	VISALIA	7345 W. GOSHEN AVE, STE A	4
230	WATSONVILLE	515 CHAPPEL RD	4
231	WEST SACRAMENTO	1777 CEBRIAN ST	4
232	WEST SACRAMENTO	4000 CHANNEL DR	4
233	WILMINGTON	1418 BROAD AVE	4
234	WOODLAND	57 W KENTUCKY AVE	4
235	YOSEMITE	0 YOSEMITE VALLEY-MAIN (listed as 9036 Village by sorting vendor)	2
236	YREKA	314 PINE ST	2
237	YUBA CITY	1301 THARP RD	4

NEW FACILITIES ADDED TO EXHIBIT A (Post Initial CJ Entry)

1	BAKERSFIELD	101 Union Ave	4
2	CONCORD	1025 Shary Circle	4
3	SAN JOSE	1670 Las Plumas Ave	4
4	LOS ANGELES	6900 S Vermont	2
5	LOS ANGELES	7323 Sunset Blvd	2
6	SOUTH SAN FRANCISCO	222 Littlefield Ave	4
7	LOS ANGELES	3434 E. 4th St	2
8	VALLEJO	340 Couch Street	4
9	LOS ANGELES	4100 Eagle Rock Blvd	2

NOTE: Facilities above marked with ~~strike through~~ have been properly removed from the Covered Facility List.

EXHIBIT F

Exhibit F

Protocol for Unannounced Inspection of Trash Receptacles at Covered Facilities

Background

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

Unannounced Inspections

Each particular inspection at a COVERED FACILITY will be unannounced such that the THIRD PARTY INSPECTION CONTRACTORS or, for DIRECT COVERED FACILITIES, EMPLOYEE INSPECTORS, are not made aware of the inspection before it occurs. The date that a particular inspection will occur at a COVERED FACILITY will not be shared with the EMPLOYEE INSPECTORS or any of the THIRD PARTY INSPECTION CONTRACTORS’ representatives or employees. The earliest that such persons will become aware of the inspection is when the COMPANY inspector or qualified HAZARDOUS WASTE MANAGEMENT Consultant arrives at the COVERED FACILITY to begin the inspection of the COVERED FACILITY’S TRASH RECEPTACLES.

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

EH&S staff will maintain independence from, and not share the date of any particular inspection with, the Network staff members who are responsible for retaining and directing the THIRD PARTY INSPECTION CONTRACTORS or EMPLOYEE INSPECTORS. Network staff, EMPLOYEE INSPECTORS, and the THIRD PARTY INSPECTION CONTRACTORS will not be notified that an inspection is occurring until after the COMPANY inspector or qualified HAZARDOUS WASTE MANAGEMENT consultant arrives at the COVERED FACILITY to begin the inspection.

Exhibit F

Scheduling

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

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

Conduct of Unannounced Inspections

The Unannounced Inspections shall be conducted as follows:

- EH&S staff shall provide the COMPANY inspector or qualified HAZARDOUS WASTE MANAGEMENT consultant with access to the COVERED FACILITY
- Upon arriving at the COVERED FACILITY, the COMPANY inspector or qualified HAZARDOUS WASTE MANAGEMENT consultant shall
 - Identify all TRASH RECEPTACLES that will be the subject of the inspection;
 - Note and make a record of the type of security applied to each TRASH RECEPTACLE (e.g., "3-c.y. dumpster with one-piece plastic lid secured by metal bar on top of front lid, with a clasp in the center secured by a combination lock"; the COMPANY inspector or qualified HAZARDOUS

Exhibit F

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

Exhibit F

consultant shall make a record of the nature and number of the items and where each was found (i.e., in which TRASH RECEPTACLE at which facility).

- At the completion of the Unannounced Inspection at each COVERED FACILITY, the COMPANY inspector or qualified HAZARDOUS WASTE MANAGEMENT consultant shall make a record of the inspection, including the photograph taken when the TRASH RECEPTACLE is first opened, a summary of the inspection, and a description and photograph of all potential CONSENT JUDGMENT WASTE ITEMS found. Such records shall be maintained for the duration of the Consent Judgment period.

Corrective Action

Corrective action shall be pursued as follows:

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

EXHIBIT G

Exhibit G
Disbursement of Civil Penalties

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

Exhibit G
Disbursement of Civil Penalties

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

Exhibit G
Disbursement of Civil Penalties

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

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

Exhibit G
Disbursement of Civil Penalties

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

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

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

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

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

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

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

Exhibit G
Disbursement of Civil Penalties

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

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

EXHIBIT H

Exhibit H

SUPPLEMENTAL ENVIRONMENTAL PROJECTSⁱ

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

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

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

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

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

EXHIBIT I

Exhibit I

Reimbursement of Costs

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

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

EXHIBIT J

Exhibit J

AT&T SUPPLEMENTAL ENVIRONMENTAL COMPLIANCE MEASURES FOR CALIFORNIA

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

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

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

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

Estimated Budget for Additional Staffing:

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

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

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

Estimated Budget for Third Party Inspection Contractors:

Estimated 5 year contract expense	\$ 16,246,000
-----------------------------------	---------------

C. Unannounced Inspections from October 2014 through October 2019

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

Estimated Budget for Unannounced Inspections:

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

EXHIBIT K

EXHIBIT K - DIRECTV Covered Facilities List

FACILITY NO.	CITY	STREET ADDRESS	INSPECTION FREQUENCY PURSUANT TO PAR. 4.1.s(iii) (inspections on a weekly basis, unless otherwise specified)	NUMBER OF UNANNOUNCED INSPECTIONS PER YEAR PURSUANT TO PAR. 4.1.s(v)
1	Azusa	1201 Foothill Blvd	4	4
2	Bakersfield	2241 Orpheus Ct	4	4
3	Camarillo	360 Cortez Circle	3	4
4	Concord	2440 Sprig Ct	3	4
5	Cotati	7911 Redwood Dr	3	4
6	El Centro	118 E. Ross Ave	2	2
7	Eureka	2213 3rd St	1	2
8	Fresno	3595 E. Wawona Ave	4	4
9	Irvine	17182 Armstrong Ave	4	4
10	Lancaster	715 E Ave L8	3	4
11	Manteca	2320 W. Yosemite Ave	4	4
12	McClellan	4522 Parker Ave	3	4
13	Ontario	1055 E. Francis St	4	4
14	Pacoima	12450 Montague St	4	4
15	Rancho Dominguez	19335 S. Laurel Park Rd	4	4
16	Red Bluff	22686 Antelope Road	3	4
17	Ridgecrest	140 Station Ave	1	2
18	Riverside	2990 Myers St	4	4
19	Salinas	1355 Abbott St	3	4
20	San Diego	7518 Carroll Rd	4	4
21	San Jose	775 Commercial St	3	4
22	San Leandro	1916 Doolittle Dr	3	4
23	Santa Maria	2996 Industrial Pkway	3	4
24	Thousand Palms	30695 Hill St	3	4
25	Victorville	15372 Bonanza Rd	3	4

EXHIBIT L

EXHIBIT L

OFFICER CERTIFICATION RE COMPLIANCE WITH RECORDKEEPING REQUIREMENTS

1. My name is Ken Lear. I am employed by AT&T Services, Inc. and currently serve as the Vice President for Design & Construction for all of the operating companies under AT&T Inc. (collectively, "AT&T"). I was formerly (from November 16, 2010 to June 30, 2016) the Assistant Vice President for Environmental Health and Safety ("EHS") for AT&T.

2. The Assistant Vice President for EHS for AT&T (currently Lynetta Baldwin) reports directly to me, and has since September 16, 2016. My job responsibilities therefore include supervision of EHS management services supporting AT&T Services, Inc., AT&T California, and AT&T Corp. (collectively, the COMPANY), as well as supporting DIRECTV, LLC ("DIRECTV") after the July 2015 acquisition by AT&T.

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

4. In order to provide the declaration required under Paragraph 4.1.g(i)), I supplemented my personal knowledge with information provided to me in response to my reasonable inquiries about the subject matter of this declaration with AT&T personnel who were best in a position to have relevant information. In summary, I make the representations below based on a combination of (A) my personal knowledge and (B) reasonable belief formed in reliance on information provided to me from (i) persons in AT&T's EHS organization and in AT&T's Property Management organization who are responsible for implementing some of the functions and processes described below; (ii) persons responsible for managing the Regulated Waste Managers; and (iii) other persons with knowledge of the processes implemented by DIRECTV prior to and after its acquisition by AT&T.

5. DIRECTV and the COMPANY have taken the following actions to ensure that each of the COVERED FACILITIES listed on Exhibit K ("Exhibit K Facilities") was, as of October 31, 2016, in compliance with the requirement that each such COVERED FACILITY keep copies of HAZARDOUS WASTE manifests and UNIVERSAL WASTE bills of lading in accordance with California Code of Regulations, title 22, section 66262.40, subdivision (a) and 66273.39:

- a. Well before the AT&T acquisition of DIRECTV in 2015, DIRECTV had undertaken drafting, rolling out, training on and implementing significant new environmental policies and procedures in response to learning of the People's waste investigation in

EXHIBIT L

2012. These new policies and procedures included recordkeeping requirements for HAZARDOUS WASTE manifests and UNIVERSAL WASTE bills of lading.

- b. As set forth in the new DIRECTV training and procedures, warehouse employees were responsible for complying with recordkeeping requirements, which directed them to, among other things, (i) after shipping electronic waste, print out the bill of lading, staple it to the corresponding universal waste log for the “Gaylord” box or pallet, and keep such documents for at least three years; (ii) when shipping waste aerosol cans or batteries, using boxes or pails supplied by the recycling vendor, keep records of all such shipments for at least three years; and (iii) contact their supervisor, site manager, or the Safety Hotline, if they encounter any forms of waste not addressed by their training.
- c. DIRECTV also took a number of steps in 2012 and 2013 to verify that employees were complying with the new training, including the following: (i) in late 2012, DIRECTV staff and outside counsel visited over twenty of the Exhibit K Facilities to verify and assist with implementation of the new policy and procedures including as to recordkeeping; (ii) on January 16, 2013, DIRECTV and the People’s representatives inspected the Exhibit K Facilities in San Leandro and Cotati; and (iii) thereafter, DIRECTV in-house environmental/safety staff regularly inspected the Exhibit K Facilities to verify adherence to the policies.
- d. DIRECTV continued to train new technicians and warehouse employees upon employment and provided all technicians and warehouse employees with annual refresher training on their responsibilities related to regulated waste, until and after the 2015 merger with AT&T.
- e. The DIRECTV processes referenced in Paragraphs 5(a) through (d) above were modified after the acquisition of DIRECTV by AT&T. Specifically, the Exhibit K Facilities generally continued using the processes described above until the second half of 2016, when each was modified to be more consistent with the appearance and operation of the AT&T Covered Facilities (hereinafter, “converted to AT&T standards and practices” or “conversion”). The dates when Exhibit K Facilities converted to AT&T standards and practices ranged from August 2016 to October 2016, depending on the facility. Some of the changes implemented as part of that conversion not related to recordkeeping included changing the Staging Bins, floor-striping, and waste-related signage to the same types as used at AT&T COVERED FACILITIES; using the same contractor used for the AT&T COVERED FACILITIES to collect certain electronic waste from Exhibit K Facilities; setting up metal drums such as at AT&T COVERED FACILITIES to collect any waste aerosol cans, instead of the cardboard mailers DIRECTV had been using; and setting up

EXHIBIT L

metal drums such as at AT&T COVERED FACILITIES to collect non-universal hazardous wastes, if any. The primary changes related to recordkeeping consisted of establishing three-ring “Green Binders” as the standard location at each Exhibit K Facility for storing hard copies onsite of bills of lading and other records related to shipments of regulated waste; establishing a standard location at each facility for certain waste haulers to leave onsite the initial copy of a bill of lading associated with a pick-up of waste aerosols or non-universal hazardous waste; and involving the Regulated Waste Managers with assisting the warehouse staff at each location to ensure that records related to shipments of regulated waste are timely placed in the Green Binder at each Exhibit K Facility.

- f. AT&T and DIRECTV have continued to provide annual training to warehouse employees at each Exhibit K Facility and to the Regulated Waste Managers responsible for the Exhibit K Facilities and the AT&T COVERED FACILITIES regarding management of regulated wastes, including their responsibilities related to recordkeeping.

6. The annual trainings, the recordkeeping practices, and the Regulated Waste Manager inspections, as described in Paragraphs 5(e) through 5(f) above, have continued after October 31, 2016 through the present time.

7. Based on the combination of my personal knowledge and reasonable belief formed in reliance on the information provided to me as described above, and relying upon the advice of legal counsel, I hereby declare that the above-referenced actions were fully undertaken to ensure that since October 31, 2016, the Exhibit K Facilities complied with the requirements of California Code of Regulations, title 22, section 66262.40, subdivision (a), and 66273.39, with the following exceptions:

[List and explain exceptions, if any];

8. Attached to this Declaration is a summary of HAZARDOUS WASTE manifests and UNIVERSAL WASTE bills of lading, for all shipments of CONSENT JUDGMENT WASTE ITEMS from Exhibit K Facilities to any other offsite locations, including but not limited to, a UNIVERSAL WASTE HANDLER DESTINATION FACILITY, FOREIGN DESTINATION, or RECYCLING contractor, from the date of entry of this Consent Judgment until one (1) month prior to the declaration.

EXHIBIT L

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

/S/ _____

[Name]

[Title]

[Date]

EXHIBIT M

Exhibit M - Former DIRECTV Facilities

Facility

<u>Count</u>	<u>City</u>	<u>Address</u>	
1	Apple Valley	22276 Ottawa Road	Units 4 & 5
2	Apple Valley	13533 Powhattan Ct.	Unit 269
3	Avalon	302 Pebbly Beach Rd.	
4	Bakersfield	3159 Pegasus Dr.	
5	Burlingame	1831 Bayshore Highway	
6	Camarillo	4650 Calle Quetzal	
7	Carson	21175 S. Main Street	
8	Castroville	11399 Walsh St.	
9	Chico	13670 Anderson Brothers Dr	
10	Chico	11128 Midway	Suite 3
11	Chico	480 Ryan Ave	
12	City Of Industry	15946 Kalpan Ave., Industry Hills Business Center	
13	City Of Industry	15942 Kaplan Ave., Industry Hills Business Center	
14	Costa Mesa	1680 Sunflower Ave.	
15	Crescent City	320 Arnett St.	
16	Fontana	17197 Valley Blvd	Nos. 86, 88, 92, 711
17	Fresno	2727 S. Golden State Blvd.	
18	Fresno	4025 S. Golden State Blvd.	
19	Hesperia	12269 Scarbrough Ct.	
20	Lancaster	249 E. Ave. K-8	Unit 125
21	Lathrop	145 D' Arcy Parkway	
22	Lathrop	103 D'Arcy Parkway	
23	McKinleyville	1725 Sutter Road	
24	McKinleyville	1675 Murray Rd	115 & 116
25	Milpitas	1220 Dempsey Road	Space No. B055
26	Moreno Valley	25385 Gentian Ave.	
27	Moreno Valley	12411 Strip Dr.	Unit A18
28	Nipomo	547 Lindon Lane, Nipomo Industrial Park	Units A-C
29	Ontario	5634 Mission Blvd.	
30	Palm Springs	820 Research Dr.	Units 11 and 12
31	Randsburg	39 Butte Ave.	
32	Redding	6823 Eastside Road	Suites A, B, and C
33	Riverside	4115 Indus Way	
34	Sacramento	4244 S Market Ct.	
35	Sacramento	1101 N. Market Blvd.	Suite 7
36	Sacramento	135 Main Ave.	
37	San Diego	6370 Nancy Ridge Dr.	Suite 104
38	San Diego	4223 Ponderosa Ave.	Suite A
39	San Jose	65 Rio Robles E., Cypress at N. Park	No. 3113
40	San Leandro	2851 Alvarado St.	
41	San Pedro	407 W 7th St	128
42	Santa Ana	2117 S. Anne Street	
43	Santa Monica	1725 Oceanfront Walk, Sea Castle	Apt No. 611
44	Santa Rosa	3969 S. Moorland Ave.	

Exhibit M - Former DIRECTV Facilities

45	Shafter	165 Vultee St.	
46	Sylmar	12087 Lopez Canyon Road	Bldg. A
47	Vacaville	226 Bella Vista Road	Unit D414
48	Yucca Valley	7032 Old Woman Springs Road, Western Self Storage	Unit 56

EXHIBIT N

Exhibit N
Disbursement of Civil Penalties

Row #	Attorney General, District Attorneys and City Attorneys Offices Receiving Civil Penalties	Total Business & Professions Code §§ 17200 and 17206 Penalties to be Paid
1	Attorney General's Office <i>(see endnote)ⁱ</i>	\$3,525,000
2	Alameda County District Attorney's Office <i>(see endnote)ⁱⁱ</i>	\$3,035,000
3	Fresno County District Attorney's Office	\$20,000
4	Kern County District Attorney's Office	\$40,000
5	Los Angeles County District Attorney's Office	\$60,000
6	Los Angeles City Attorney's Office	\$20,000
7	Monterey County District Attorney's Office	\$20,000
8	Orange County District Attorney's Office	\$20,000
9	Riverside County District Attorney's Office <i>(see endnote)ⁱⁱⁱ</i>	\$40,000
10	Sacramento County District Attorney's Office <i>(see endnote)^{iv}</i>	\$20,000
11	San Bernardino County District Attorney's Office	\$40,000
12	San Diego County District Attorney's Office	\$20,000
13	San Joaquin County District Attorney's Office <i>(see endnote)^v</i>	\$20,000
14	San Luis Obispo County District Attorney's Office	\$20,000
15	San Mateo County District Attorney's Office	\$20,000
16	Santa Clara County District Attorney's Office	\$20,000
17	Shasta County District Attorney's Office	\$20,000
18	Sonoma County District Attorney's Office	\$20,000
19	Ventura County District Attorney's Office	\$20,000
	TOTAL PENALTIES <i>(see endnote)^{vi}</i>	\$7,000,000

Exhibit N
Disbursement of Civil Penalties

ⁱ Pursuant to the terms of the Stipulation for Entry of Final Judgment, the COMPANY shall pay the Attorney General's portion of civil penalties in the total amount of \$3,525,000 pursuant to Business and Professions Code section 17200 et seq. The check for the Attorney General's portion of civil penalties shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The checks shall bear on its face the case name ("People v. DirecTV") and the internal docket number for this matter (OK2011600144). The money paid to the Attorney General pursuant to this Final Judgment and Permanent Injunction on Consent shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens. The payment, and any interest derived therefrom shall solely and exclusively augment the budget of the Attorney General's Office as it pertains to the Environment Section of the Public Rights Division and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

ⁱⁱ Pursuant to the terms of the Final Judgment and Permanent Injunction on Consent, the Alameda County District Attorney's Office's (hereinafter "ACDA") share of the penalty settlement amount is \$3,475,000. Of this amount, a total of \$440,000 will be redistributed to the district attorneys of the counties listed in rows 3 to 19 of this Exhibit O (which have COVERED FACILITIES within their jurisdiction), apportioned in the amounts specified in Exhibit O. Separate checks will be issued by ACDA to each individual office in the amount specified.

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

^{iv} The money paid to the Sacramento District Attorney as penalties, pursuant to this stipulation, shall be for the sole and exclusive use of the District Attorney to augment the budget of the

Exhibit N
Disbursement of Civil Penalties

District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

^v The money paid to the San Joaquin County District Attorney as penalties, pursuant to this stipulation, shall be paid to the "Treasurer of San Joaquin County."

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

EXHIBIT O

SUPPLEMENTAL ENVIRONMENTAL PROJECTSⁱ

1. **California Department of Toxic Substances Control.** DIRECTV shall provide the amount of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) 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.** DIRECTV shall provide the amount of TWO HUNDRED FIFTY THOUSAND SIX HUNDRED AND TWENTY-FIVE DOLLARS (\$250,625) 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).** DIRECTV shall provide the amount of TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000) 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. **California District Attorneys Association.** DIRECTV shall provide the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) to be used by the California District Attorneys Association to fund the Environmental Circuit Prosecutor Project for the purposes consistent with the objectives of the Environmental Circuit Prosecutor Project.
5. **Hazardous Materials Program Training and Resource Trust Account.** DIRECTV shall provide the amount of FIFTY THOUSAND DOLLARS (\$50,000) to the Hazardous Materials Program Training and Resource Trust Account to fund hazardous waste enforcement training programs for Alameda County environmental enforcement personnel.

ⁱ The agencies receiving funds for the supplemental environmental projects defined herein shall ensure that these funds are expended for the purposes specified in this Exhibit O, 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’s representatives identified in Paragraph 9.

EXHIBIT P

EXHIBIT P

Reimbursement of Costs

Row #	California Attorney General, District Attorneys and Agency Receiving Reimbursement of Costs	Total Costs to be Paid
1	California Attorney General's Office(<i>see endnote</i>) ⁱ	\$401,398
2	Alameda County District Attorney's Office	\$401,398
3	Department of Toxic Substances Control	\$34,704
4	Total Reimbursement of Costs	\$837,500

ⁱ Pursuant to the terms of the Final Judgment and Permanent Injunction on Consent, the COMPANY shall pay \$401,398.00 to the California Attorney General's Office for reimbursement of the Attorney General's attorney's fees, costs of investigation and other enforcement costs incurred in connection with this matter. The check for the Attorney General's portion of costs shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The checks shall bear on its face the case name ("People v. DirecTV") and the internal docket number for this matter (OK2011600144). The money paid to the Attorney General pursuant to this Final Judgment and Permanent Injunction on Consent shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens. The payment, and any interest derived therefrom shall solely and exclusively augment the budget of the Attorney General's Office as it pertains to the Environment Section of the Public Rights Division and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

EXHIBIT Q

EXHIBIT Q

AT&T SUPPLEMENTAL ENVIRONMENTAL COMPLIANCE MEASURES FOR CALIFORNIA

The COMPANY will allocate at least \$581,875 (five hundred eighty one thousand eight hundred seventy five dollars) over the term of this Amended Final Judgment on Consent to the Supplemental Environmental Compliance Measures in California set forth below. The annual status reports required pursuant to Paragraph 22 of this Final Judgment on Consent (to be signed under penalty of perjury by a responsible corporate official representing the COMPANY) shall document the expenditures by the COMPANY during the preceding year on these Supplemental Environmental Compliance Measures. The corporate official signing the annual status report may rely on normal company project tracking systems that capture employee expenditures and external payments to outside vendors.

If the COMPANY has not incurred costs of \$581,875 for these Supplemental Environmental Compliance Measures during the term of this Amended Final Judgment on Consent, then the COMPANY shall pay the difference of its actual costs incurred and \$581,875, as an additional payment to the People within forty-five (45) days of the end of the term. In the event that this additional payment is made by the COMPANY, the People will move the Court for an order which will characterize the nature of the payment and identify the entity or entities to whom the payment shall be distributed.

A. Employment of California Regulated Waste Managers for September 2017 through September 2022.

- Employment of at least one (1) additional full-time first level Regulated Waste Manager (in addition to the twelve (12) currently employed by the COMPANY) in California whose sole function will be to oversee the MANAGEMENT of CONSENT JUDGMENT WASTE ITEMS (and to the extent of their availability after overseeing the MANAGEMENT of CONSENT JUDGMENT WASTE ITEMS, other WASTE items, at all COVERED FACILITIES).

Estimated Budget for Additional Staffing:

Total annual base salaries or wages (including non-salary employee benefits, but not including bonuses)	\$580,740
Total expenses	\$36,485
Total estimated salaries and expenses for additional California Regulated Waste Managers (over five years)	\$617,225

EXHIBIT Q

B. Cost for Staging Bin Inspections from September 2017 through September 2022.

- Since October 14, 2016, beginning with some COVERED FACILITIES currently listed on **EXHIBIT K** and gradually expanding to all COVERED FACILITIES listed on **EXHIBIT K**, the COMPANY has ensured that the contents of STAGING BINS at such COVERED FACILITIES are inspected before their contents are deposited in locked trash bins for disposal at non-hazardous waste landfills. The COMPANY spent approximately \$201,300 to perform these inspections through August 23, 2017.
- The COMPANY intends to continue to inspect the contents of STAGING BINS at COVERED FACILITIES at the minimum frequency set forth in **EXHIBIT K** (subject to modification pursuant to paragraph 4.1.s.(iii) of the Final Judgment on Consent).

Estimated Budget for STAGING BIN Inspections:

Estimated 5 year expense	\$1,063,260
--------------------------	-------------

C. Unannounced Inspections from September 2017 through September 2022

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

Estimated Budget for Unannounced Inspections:

Estimated 5 year contract expense	\$327,000
-----------------------------------	-----------

DECLARATION OF SERVICE BY OVERNIGHT COURIER

Case Name: ***PEOPLE OF THE STATE OF CALIFORNIA v. DIRECTV, LLC***

Case No.: **RG 14748856**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 1515 Clay Street, 20th Floor, Oakland, CA 94612-0550.

On November 9, 2017, I served the attached **STIPULATION FOR ENTRY OF AMENDED FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT**; by placing a true copy thereof enclosed in a sealed envelope with the **GOLDEN STATE OVERNIGHT COURIER**, addressed as follows:

**Deborah Schmall, Esq.
Ira Klein, Esq.
Paul Hastings, LLP
101 California Street, 48th Floor
San Francisco, CA 94111-5871**

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on November 9, 2017, at Oakland, California.

SHONTANE ADAMS
Declarant


Signature