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	2	MAY 2 4 2018
	3	By: K. BRECKENRIDGE
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8	SUPERIOR COURT OF TH	IE STATE OF CALIFORNIA
9 10	COUNTY O	F SAN DIEGO
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13	THE PEOPLE OF THE STATE OF	
14	CALIFORNIA,	Case No. 37-2018-00024509-CU-TT-CTL
15	Plaintiff, v.	[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION ON
16	<b>COX COMMUNICATIONS</b>	CONSENT
17	CALIFORNIA, LLC, a Delaware limited liability company; COXCOM, LLC, a	Judge: Hon. Timothy Taylor Dept.: C-72
18	Delaware limited liability company; COX CALIFORNIA TELCOM, L.L.C., a	
19	Delaware limited liability company; and COX COMMUNICATIONS, INC., a	
20	Delaware corporation,	Action Filed: May 17, 2018
21	Defendants.	
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28	[Proposed] Final Judgment and Permanent Injunction on C	onsent in People v. Cox Communications California, LLC
		(Case no. 37-2018-00024509-CU-TT-CTL)

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, District	
3	Attorney of the County of Alameda (collectively referred to herein as "the People") and	
4	Defendants Cox Communications California, LLC, a Delaware limited liability company (dba Cox	
5	California), CoxCom, LLC, a Delaware limited liability company, Cox California Telcom, LLC, a	
6	Delaware limited liability company, and Cox Communications, Inc., a Delaware corporation	
7	(collectively referred to herein as "COX"), by their respective attorneys, entered into a Stipulation	
8	for Entry of Final Judgment and Permanent Injunction filed in this matter on May 22, 2018	
9	("Stipulation") and thereby have consented to the entry of this Final Judgment and Permanent	
10	Injunction on Consent ("Final Judgment on Consent");	
11	AND WHEREAS, the Court finds that the settlement between the People and COX	
12	(collectively referred to as the "Parties") is fair and in the public interest;	
13	NOW THEREFORE, upon the consent of the aforementioned Parties, it is hereby	
14	ORDERED, ADJUDGED, AND DECREED:	
15	FINAL JUDGMENT AND INJUNCTION ON CONSENT	
16	1. <u>JURISDICTION</u>	
17	The Parties stipulate and agree that the Superior Court of California for the County of San	
18	Diego has subject matter jurisdiction over the matters alleged in this action and personal	
18 19		
	Diego has subject matter jurisdiction over the matters alleged in this action and personal	
19	Diego has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment on Consent. COX owns and/or operates	
19 20	Diego has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment on Consent. COX owns and/or operates COVERED FACILITIES throughout California, including one or more COVERED FACILITIES	
19 20 21	Diego has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment on Consent. COX owns and/or operates COVERED FACILITIES throughout California, including one or more COVERED FACILITIES in San Diego County.	
19 20 21 22	Diego has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment on Consent. COX owns and/or operates COVERED FACILITIES throughout California, including one or more COVERED FACILITIES in San Diego County. 2. <u>SETTLEMENT OF DISPUTED CLAIMS</u>	
19 20 21 22 23	Diego has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment on Consent. COX owns and/or operates COVERED FACILITIES throughout California, including one or more COVERED FACILITIES in San Diego County.  2. SETTLEMENT OF DISPUTED CLAIMS This Final Judgment on Consent is not an admission by COX regarding any issue of law or	
<ol> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> </ol>	Diego has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment on Consent. COX owns and/or operates COVERED FACILITIES throughout California, including one or more COVERED FACILITIES in San Diego County. <b>2.</b> <u>SETTLEMENT OF DISPUTED CLAIMS</u> This Final Judgment on Consent is not an admission by COX regarding any issue of law or fact in the above-captioned matter or any violation of law. The Parties enter into this Final	
<ol> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> <li>27</li> </ol>	Diego has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment on Consent. COX owns and/or operates COVERED FACILITIES throughout California, including one or more COVERED FACILITIES in San Diego County.  2. SETTLEMENT OF DISPUTED CLAIMS This Final Judgment on Consent is not an admission by COX regarding any issue of law or fact in the above-captioned matter or any violation of law. The Parties enter into this Final Judgment on Consent pursuant to a compromise and settlement of disputed claims for purposes of	
<ol> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> </ol>	Diego has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment on Consent. COX owns and/or operates COVERED FACILITIES throughout California, including one or more COVERED FACILITIES in San Diego County. <b>2.</b> <u>SETTLEMENT OF DISPUTED CLAIMS</u> This Final Judgment on Consent is not an admission by COX regarding any issue of law or fact in the above-captioned matter or any violation of law. The Parties enter into this Final Judgment on Consent pursuant to a compromise and settlement of disputed claims for purposes of furthering the public interest. The People believe the resolution embodied in this Final Judgment	

provided in this Final Judgment on Consent, no further action is warranted concerning the
allegations contained in the Complaint for Civil Penalties and Injunctive Relief ("Complaint") or in
the allegations contained in the Answer filed by COX which the People deny; and that entry of this
Final Judgment on Consent is in the best interest of the public. COX agrees that this Final
Judgment on Consent is a fair and reasonable resolution of the matters alleged in the Complaint
and that no further action is warranted concerning COX's Answer. The Parties also waive their
respective rights to appeal.

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# **DEFINITIONS**

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

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

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

18 "CERTIFIED RECYCLER" shall mean a recycling company or other entity that is e19 Stewards® and/or Responsible Recycling Practices ("R2") certified, or has demonstrated to an
20 ANSI-ASQ National Accreditation Board (ANAB) accredited, independent third-party auditor that
21 it meets e-Stewards® and/or R2 certification standards, as they may be amended, to safely recycle
22 and MANAGE electronics and other recyclable materials.

- "CERTIFIED UNIFIED PROGRAM AGENCY" or "CUPA" is an agency certified by the
  California Environmental Protection Agency pursuant to the requirements of chapter 6.11 of the
  California Health and Safety Code, and title 27 of the California Code of Regulations, to
  implement certain State environmental programs within the local agency's jurisdiction.
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"COVERED EMPLOYEE" and "COVERED EMPLOYEES" mean FIELD
 TECHNICIANS, WAREHOUSE EMPLOYEES, as well as other COX employees in California
 whose job duties require the MANAGEMENT of items or materials that, when DISCARDED,
 become COVERED WASTE ITEMS.

5 "COVERED FACILITY" or "COVERED FACILITIES" means the following facilities owned or operated by COX in California which are listed in the attached Exhibit A, as it may be 6 7 amended, and made a part of this Final Judgment on Consent: (a) warehouses; (b) field technician 8 facilities; (c) RETAIL STORES; and (d) master telecommunications centers (MTCs) that are on 9 the same campus as field technician facilities. In addition, COVERED FACILITIES shall also include other facilities in the State of California of the type referenced in Exhibit A that COX owns 1011 or operates after entry of this Final Judgment on Consent; and any other facilities that are owned or operated by COX that are functionally equivalent or substantially similar in operations to any of 12 13 the type of facilities referenced in Exhibit A at or from which COVERED WASTE ITEMS are 14 MANAGED and that COX owns or operates after entry of this Final Judgment on Consent. COVERED FACILITIES that COX begins to own or operate after entry of this Final Judgment on 15 16 Consent shall be added to Exhibit A in writing on a calendar quarterly basis and include the WASTE inspection schedule for the new COVERED FACILITIES. Facilities which are no longer 17 owned and operated by COX, or which no longer meet the qualifying criteria for COVERED 18 19 FACILITIES as set forth in this definition, may be removed from the list of COVERED FACILITIES upon written notice to the People and pursuant to the quarterly report procedures set 20forth in Paragraph 4.0.c below. 21

22 "COVERED WASTE ITEMS" shall mean: (i) non-empty HAZARDOUS WASTE
 23 AEROSOL CANS or non-empty UNIVERSAL WASTE AEROSOL CANS, as defined in Health
 24 and Safety Code section 25201.16 and Cal. Code of Regulations, title 22, section 66261.7(m); and
 25 the following items when they have become WASTE: (ii) ELECTRONIC DEVICES; (iii) non 26 empty AEROSOL CANS; (iv) BATTERIES; (v) SERIALIZED EQUIPMENT; and (vi) OTHER
 27 USED EQUIPMENT. Specified WASTE items that fall within these categories may be removed
 28 4

<sup>[</sup>Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

from the category of "COVERED WASTE ITEMS," provided those items are not HAZARDOUS
 under California law, and only pursuant to the procedures set forth in Paragraphs 4.0.a. and 4.0.b.

"COX" means Cox Communications California, LLC, a Delaware limited liability company
(dba Cox California), CoxCom, LLC, a Delaware limited liability company, formerly CoxCom,
Inc., a Delaware corporation (CoxCom), Cox California Telcom, LLC, a Delaware limited liability
company, and Cox Communications, Inc., a Delaware corporation (CCI), and their successors and
assigns.

"COX FIELD CONTRACTOR" shall mean any contractor, subcontractor, agent, or
independent contractor, or any PERSON acting on any of their behalf, contracted by COX to
perform residential or commercial customer services, or network operations services, for COX in
California, and who may MANAGE COVERED WASTE ITEMS and SCRAP METAL. Services
by a COX FIELD CONTRACTOR include, but are not limited to, cable, telephone, data or security
services, construction, installations, connections, reconnections, disconnections, and upgrades or
downgrades and the disposition of equipment.

15 "COX REVERSE LOGISTICS CONTRACTOR" shall mean any contractor, subcontractor,
agent, independent contractor, or PERSON acting on any of their behalf, contracted by COX and
who engages in REVERSE LOGISTICS on behalf of COX.

18 "CUSTOMER" shall have the same definition as set forth in Civil Code section 1798.80,19 subdivision (c).

20 "CUSTOMER RECORD DISPOSAL PROCEDURES" means procedures that comport with
21 California Civil Code section 1798.81 *et seq.*, for use at COX's COVERED FACILITIES.

22 "DESTINATION FACILITY" shall have the definition as set forth in Cal. Code of23 Regulations, title 22, section 66273.9.

24 "DISCARDED" shall have the same meaning as set forth in Health and Safety Code section
25 25124(b) or California Code of Regulations, title 22, section 66261.2, subdivisions (b) through (f).
26 "DTSC" means the California Department of Toxic Substances Control or its successor

agency.

<sup>[</sup>Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

"ELECTRONIC DEVICE" or "ELECTRONIC DEVICES" shall have the same meaning as
 set forth in Cal. Code of Regulations, title 22, section 66273.9.

3 "EMPLOYEE(S) HANDLING CUSTOMER RECORDS" means all COVERED FACILITY
4 employees who are likely to, or do, come into contact with PERSONAL INFORMATION.

5 "FIELD TECHNICIANS" means those COX employees in California whose duties or
6 responsibilities include performing services, such as construction, installations, connections,
7 reconnections, disconnections, maintenance, upgrades, or downgrades, at COX and/or customer
8 premises; FIELD TECHNICIANS include, but are not limited to, those employees known as field
9 services technicians, business services technicians, and network operations technicians.

"FINAL COURT DETERMINATION" shall mean a final California appellate court decision
from which no further appeal may be taken and which serves as binding judicial precedent and
shall also include the approval of COX'S request by the Superior Court overseeing the
implementation of this Final Judgment on Consent unless the People have timely appealed such
approval, in which case such determination will include only a final California appellate court
decision from which no further appeal may be taken and which serves as binding judicial
precedent.

17 "FOREIGN DESTINATION" shall have the same definition as set forth in Cal. Code of18 Regulations, title 22, section 66273.9.

19 "GENERATOR" shall have the same definition as set forth in Cal. Code of Regulations, title20 22, section 66260.10.

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

24 "HAZARDOUS WASTE" shall have the same definition as set forth in Health and Safety
25 Code section 25117 and Cal. Code of Regulations, title 22, section 66260.10 and includes
26 "extremely hazardous waste" as defined in Health and Safety Code section 25115.

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

4 "HAZARDOUS WASTE MANAGEMENT," "MANAGEMENT," "MANAGE," and
5 "MANAGED" shall have the same meaning as those terms are used in California Health and
6 Safety Code section 25117.2.

7 "OTHER USED EQUIPMENT" shall mean all remote controls, field testing equipment, 8 transformers, power adapters, and power supplies. SCRAP METAL and SERIALIZED 9 EQUIPMENT are excluded from this definition. Any specified type or class (e.g., a power adapter identified by a specific manufacturer, date of manufacture, and model number) of item(s) meeting 10 11 this definition of OTHER USED EQUIPMENT that has become a COVERED WASTE ITEM may be removed from the category of "COVERED WASTE ITEMS" provided the item is not 12 HAZARDOUS WASTE under California law and only pursuant to the procedures set forth in 13 14 Paragraphs 4.0.a. and 4.0.b.

15 "PARTICIPATING AGENCY" means an agency as defined in Health and Safety Code
16 section 25501(e)(2).

17 "PERSON" and "PERSONS" shall have the same meaning as set forth in Health and Safety18 Code section 25118.

"PERSONAL INFORMATION" shall have the same definition as set forth in Civil Code
section 1798.80, subdivision (e); PERSONAL INFORMATION does not include publicly
available information that is lawfully made available to the general public from federal, state or
local government records.

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"PROMPTLY" shall mean as soon as reasonably practicable.

24 "RECORDS" shall mean hardcopy documents containing PERSONAL INFORMATION.
25 RECORDS shall not include publicly available directories containing information an individual has
26 voluntarily consented to have publicly disseminated or listed, such as a name, address or telephone
27 number in such directories.

"RECYCLE" and "RECYCLING" shall have the same definition as set forth in Health and Safety Code section 25121.1. 2

3 "REFURBISH" or "REFURBISHMENT" shall mean to test and, if necessary, clean or repair a product for reuse in service.

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5 "RETAIL STORE" and "RETAIL STORES" shall mean store fronts, including, but not limited to, those that may be generally located within retail shopping centers where COX operates 6 7 those store fronts for COX customers to pay their bills and pickup or return customer premises equipment. "Cox Solutions" retail stores that are not operated by COX, but are owned or operated 8 9 by a third party that is unaffiliated or otherwise related to COX, are not a COVERED FACILITY or a RETAIL STORE. COX represents to the People that its current practice at the RETAIL 10 11 STORES is to collect and transfer all equipment, devices or materials related to cable, telephone, data WIFI and home security services, dropped off or turned in by current or former customers, to 12 warehouse COVERED FACILITIES to PROMPTLY determine if those returned items can be 13 14 reused or if they are WASTE; however, if an item is WASTE at a RETAIL STORE, then COX shall properly MANAGE the WASTE item at the RETAIL STORE as a COVERED WASTE 15 ITEM or COVERED SCRAP METAL, as applicable for the specific WASTE item. The 16 dumpsters, roll-off boxes, and other RECYCLE or WASTE receptacles located outside RETAIL 17 STORES are not TRASH RECEPTACLES. 18

19 "REVERSE LOGISTICS" means all operations and procedures related to the movement of serviceable and unserviceable products, equipment or other material, including, but not limited to, 20ELECTRONIC DEVICES, SERIALIZED EQUIPMENT, and OTHER USED EQUIPMENT, for 21 22 the purpose of reuse, RECYCLING, recapturing value, or proper disposal. REVERSE LOGISTICS may include, but is not limited to, remanufacturing, cleaning, screening, repairing, 23 24 REFURBISHING, salvaging, regenerating, and reclaiming activities.

25 "SCRAP METAL" shall have the same definition as set forth in Cal. Code of Regulations, title 22, sections 66273.9 and 66260.10, and as used in section 66261.6. For purposes of this Final 2627 Judgment on Consent, SCRAP METAL may, for example, include splitters, filters, taps, traps, drop

amplifiers and WASTE cable that is not otherwise excluded from the definition of SCRAP
 METAL in Cal. Code of Regulations, title 22, section 66273.9.

3 "SERIALIZED EQUIPMENT" shall mean all cable, telephone, data, WIFI and home 4 security services, equipment and devices deployed by COX that are tracked by bar-coding or a 5 similar tracking system (e.g., ICOMS asset inventory management database), including, but not limited to, set top (video/digital) boxes, receivers, DVRs, modems, network interface units, routers, 6 7 electronic module termination apparatus ("EMTAs"), and gateway devices. SCRAP METAL and 8 OTHER USED EQUIPMENT are excluded from this definition. Any specified type of item 9 meeting this definition of SERIALIZED EQUIPMENT that has become a COVERED WASTE ITEM may be removed from the category of "COVERED WASTE ITEMS" provided the item is 10 11 not HAZARDOUS under California law and only pursuant to the procedures set forth in Paragraphs 4.0.a. and 4.0.b. 12

"TRASH RECEPTACLES" shall mean dumpsters, roll-off boxes, and any other RECYCLE 13 14 or WASTE receptacles the contents of which are picked-up from those receptacles by commercial 15 or municipal trash haulers for transport to municipal landfills or other disposal areas, but not 16 including receptacles managed by third parties, such as construction or demolition contractors, that generate their own WASTE at COVERED FACILITIES under conditions preventing COVERED 17 EMPLOYEES from utilizing such receptacles. "TRASH RECEPTACLES" shall not include 18 19 dumpsters, roll-off boxes, and any other RECYCLE or WASTE receptacles that are (1) located outside RETAIL STORES, (2) shared with other non-COX tenants, and (3) not within the 20exclusive control of COX (hereinafter "EXCLUDED TRASH RECEPTACLES"). 21

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

24 "UNIVERSAL WASTE HANDLER" shall have the same definition as set forth in Cal. Code25 of Regulations, title 22, section 66273.9.

26 "WAREHOUSE EMPLOYEES" shall mean those COX employees who work at COX
27 warehouse COVERED FACILITIES and whose duties or responsibilities include the handling or

MANAGEMENT of items or materials that, when DISCARDED, become COVERED WASTE
 ITEMS.

3 "WASTE," as used herein, shall have the same definition set forth in Health and Safety Code
4 section 25124 and California Code of Regulations, title 22, section 66261.2.

### 4. <u>INJUNCTIVE RELIEF</u>

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Pursuant to the provisions of California Health and Safety Code sections 25181 and 25184, 6 7 California Business and Professions Code section 17203, and Government Code sections 12607 and 12610, with respect to the COVERED FACILITIES, COX is enjoined to comply with chapter 8 9 6.5 of division 20 of the California Health and Safety Code, title 22 of the California Code of Regulations promulgated under that chapter and the injunctive provisions of this Final Judgment on 10 11 Consent. Subject to the provisions of Paragraph 24 regarding the termination of this Final Judgment on Consent, failure to comply with this Final Judgment on Consent and the specific 12 additional injunctive provisions that follow may subject COX to sanctions, including, but not 13 14 limited to, contempt and additional penalties in this action as well as any separate enforcement action that may be brought. Notwithstanding any other provision in this Final Judgment on 15 16 Consent, nothing in this Final Judgment on Consent shall relieve COX from complying with all applicable minimum standards set forth in chapter 6.5 of division 20 of the California Health and 17 Safety Code and the regulations in title 22 of the California Code of Regulations promulgated 18 19 under that chapter.

4.0.a. COX will MANAGE all COVERED WASTE ITEMS as either
HAZARDOUS WASTE or UNIVERSAL WASTE (if applicable), unless and until COX has
followed the procedures specified in Paragraph 4.0.b and has either obtained the People's consent
or a FINAL COURT DETERMINATION allowing COX to remove specified items from the
COVERED WASTE ITEMS category.

4.0.b. Any time after the entry of this Final Judgment on Consent, COX may
 make a HAZARDOUS determination, which will be reviewed and approved by a COX officer or
 manager with authority to bind COX, based on applying GENERATOR knowledge of the

HAZARDOUS CHARACTERISTIC of the WASTE or testing the WASTE in accordance with
 California Code of Regulations, title 22, sections 66262.11 and 66260.200, that a particular
 COVERED WASTE ITEM, SCRAP METAL, or specified class of such items, is not defined or
 characterized as HAZARDOUS.

(i). For COVERED WASTE ITEMS and SCRAP METAL, if COX determines, on 5 the basis of GENERATOR knowledge or analytical testing as described above, that one or more 6 7 specified COVERED WASTE ITEMS (or specified categories of COVERED WASTE ITEMS) 8 and SCRAP METAL are not required under California law to be MANAGED as HAZARDOUS 9 WASTE or UNIVERSAL WASTE, no sooner than one hundred eighty (180) calendar days after the entry of this Final Judgment on Consent, COX will provide written notice and electronic notice 1011 via email to the People of that determination, its basis, and all data and documentation (e.g. analytical testing report(s)) supporting that determination. Said documentation shall identify the 12 specified WASTE item by manufacturer, date of manufacture, model number, lot number, and 13 14 serial number (if applicable). And if the WASTE characterization is based in whole or in part on 15 analytical testing, the documentation shall describe and specify all sample collection, preparation 16 and analytical testing procedures. COX may only submit one notice every one hundred eighty (180) calendar days and may not submit an additional notice regarding additional COVERED 17 WASTE ITEMS or SCRAP METAL to the People until one hundred eighty (180) calendar days 18 19 after such prior notice. If the People do not, within sixty (60) calendar days after receipt of such notice, provide notice to COX of an objection or concern about COX'S determination(s) that the 20qualifying WASTE item(s) is/are appropriately determined to be non-HAZARDOUS under 21 22 California law, then those specified WASTE ITEMS shall no longer be included within the term COVERED WASTE ITEMS or SCRAP METAL, as appropriate, for purposes of the specific 23 injunctive provisions of this Final Judgment on Consent. If the People do provide such timely 24 25 notice, it will include the basis of the People's objection or concern. The Parties will within thirty 26 (30) calendar days thereafter meet to discuss COX'S determination and the People's concern or 27 objection. If the Parties have not reached agreement on COX'S proposed removal of certain 11 28

<sup>[</sup>Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

COVERED WASTE ITEMS or SCRAP METAL from this Final Judgment on Consent within this
thirty (30) calendar day period, and if COX continues to seek such removal, COX will provide
notice to the People that it will trigger the five (5) business day meet-and-confer provision of
Paragraph 7.3, as the precursor to an application or motion to the Court to resolve the dispute under
the provisions of that paragraph.

(ii). For purposes of this Final Judgment on Consent, the following items do not 6 7 constitute and need not be MANAGED as COVERED WASTE ITEMS when DISCARDED, 8 regardless of whether such items fall within the types or categories of items that are otherwise 9 within the definition of COVERED WASTE ITEMS: (i) any non-HAZARDOUS electrical or electronic equipment item acquired by COX that is accompanied by and complies with a third 1011 party's Declaration of Conformity with European Union ("EU") Directive 2011/65/EU, as it has 12 been or may be amended or revised (or, for certain non-HAZARDOUS electrical equipment within the scope of the EU Low Voltage Directive 2006/95/EC, accompanied by alternate documentation 13 14 approved by that directive); and (ii) any non-HAZARDOUS item acquired by COX that conforms 15 to California law and includes a certification that is the functional equivalent of the EU Declaration 16 of Conformity referenced above.

(iii). Notwithstanding any other provision in this Final Judgment on Consent, but
subject to Paragraph 4.0.b.(ii) above, no WASTE item(s) shall be removed from the COVERED
WASTE ITEM or SCRAP METAL categories unless and until COX has obtained the consent of
the People, the People have not provided notice as provided in Paragraph 4.0.b(i) to COX of an
objection or concern about COX's determination(s) within the time frame provided in paragraph
4.0.b(i), or COX has obtained a FINAL COURT DETERMINATION in accordance with the
procedures set forth herein.

4.0.c. (i). COVERED FACILITIES No Longer Owned or Operated by
COX: On a calendar quarterly basis (e.g., January 1; April 1; July 1; October 1) after entry of this
Final Judgment on Consent, COX shall provide written or electronic notice to the People that COX
no longer owns and/or operates a particular COVERED FACILITY identified in Exhibit A. Such

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COVERED FACILITY will no longer be considered a COVERED FACILITY within this Final 1 2 Judgment on Consent provided COX submits the following with its notice: (a) an updated list of 3 COVERED FACILITIES and WASTE inspection schedule (Exhibit A) without the formerly 4 owned or operated COVERED FACILITY or COVERED FACILITIES; and (b) a written 5 certification to the People, in the form of the declaration attached as Exhibit B to this Final Judgment on Consent, certifying under penalty of perjury that (1) COX has not left any 6 HAZARDOUS WASTE or UNIVERSAL WASTE constituting COVERED WASTE ITEMS or 7 8 SCRAP METAL at said COVERED FACILITY, and (2) at the time that COX was closing its 9 operations at a COVERED FACILITY, COX MANAGED the HAZARDOUS WASTE and UNIVERSAL WASTE in accordance with California law. COX shall also notify the People on a 1011 calendar quarterly basis in writing and identify any facility in California that becomes owned or operated by COX after entry of this Final Judgment on Consent and that meets the qualifying 12 criteria for COVERED FACILITIES. 13

14 (ii). COVERED FACILITIES No Longer Meeting Qualifying Criteria: On a calendar quarterly basis following entry of this Final Judgment on Consent, COX may provide 15 16 written or electronic notice to the People that a facility listed on Exhibit A no longer meets the qualifying criteria for COVERED FACILITIES set forth in its definition above and may request 17 18 removal from Exhibit A. Such notice will include an explanation of COX'S position, and an 19 updated list of COVERED FACILITIES and WASTE inspection schedule (Exhibit A) excluding the removed COVERED FACILITY or COVERED FACILITIES. If the People do not within 20sixty (60) calendar days after receipt of such notice provide notice to COX of an objection or 21 22 concern about COX'S determination that a particular COVERED FACILITY no longer meets the qualifying criteria, that facility shall no longer be included within the term COVERED FACILITY 23 for purposes of the specific injunctive provisions and the updated Exhibit A shall supplant the 24 25 previous version(s) of said exhibit. If the People do provide such timely notice, it will include the 26basis of the People's objection or concern. The Parties will within thirty (30) calendar days 27 thereafter meet to discuss COX'S determination and the People's concern or objection. If the 13 28

Parties have not reached agreement on COX'S proposed removal of a COVERED FACILITY 1 2 within this thirty (30) calendar day period, and if COX continues to seek such removal, COX will 3 provide notice to the People that it will trigger the five (5) business day meet-and-confer provision 4 of Paragraph 7.3, as the precursor to an application or motion to the Court to resolve the dispute under the provisions of that paragraph. No COVERED FACILITY shall be removed from Exhibit 5 A on the basis that such facility no longer meets the qualifying criteria unless and until COX has 6 7 obtained the consent of the People, the People have not provided notice as provided in Paragraph 8 4.0.c(ii) to COX of an objection or concern about COX's determination(s) within the time frame 9 provided in paragraph 4.0.c(ii), or COX has obtained a FINAL COURT DETERMINATION in accordance with the procedures set forth herein. 10

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# 4.1. <u>Specific Injunctive Provisions</u>

Subject to the provisions of Paragraph 24 regarding the termination of this Final
Judgment on Consent, COX shall comply with the following specific injunctive provisions:

14 **4.1.a.** COX shall not dispose, or cause the unlawful disposal, of COVERED WASTE ITEMS or SCRAP METAL in California at a point not authorized or permitted by the 15 Department of Toxic Substances Control ("DTSC"), in violation of chapter 6.5 of division 20 of 16 the California Health and Safety Code and the title 22 California Code of Regulations promulgated 17 under that chapter. Unauthorized points of disposal include, without limitation, TRASH 18 19 RECEPTACLES, the surface or subsurface of the ground at any unauthorized location, or a transfer station or landfill not authorized to receive such COVERED WASTE ITEMS or SCRAP 20METAL for disposal. In addition: 21

(i) Within sixty (60) calendar days of the entry of this Final Judgment on Consent,
the areas in which TRASH RECEPTACLES are located at all non-RETAIL STORE COVERED
FACILITIES shall be identified with a large sign of at least two-feet by two-feet (2' x 2'), and for
areas inside RETAIL STORES where RECYCLE or WASTE receptacles are located shall be
identified by a sign at least eight inches by ten inches (8" x 10"), substantially in the form of

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Exhibit C, that clearly indicates that disposal of UNIVERSAL WASTE, HAZARDOUS WASTE
 and SCRAP METAL is prohibited;

3 For each COVERED FACILITY at which COVERED WASTE ITEMS or (ii) 4 SCRAP METAL are MANAGED, COX shall implement inspection policies and procedures 5 effective at the time and as generally described and in accordance with the schedule set forth in Exhibit A for: (a) TRASH RECEPTACLES at non-RETAIL STORE COVERED FACILITIES on 6 a weekly (not more than 7-day intervals) basis; and (b) trash bags lining WASTE and 7 8 RECYCLING receptacles inside RETAIL STORES before those trash bags are removed to an 9 outside WASTE, RECYCLING, or trash receptacle. Any time after one hundred eighty (180) calendar days from entry of this Final Judgment on Consent, COX may provide notice and a 1011 justification to the People, based on operational or staffing changes that have reduced the volume of WASTE generated, to adjust the minimum inspection frequency at one or more specified 12 COVERED FACILITIES. COX may submit only one such notice each calendar quarter and may 13 14 not submit an additional notice until the next calendar quarter after such prior notice. If the People do not agree with a requested adjustment, the People shall notify COX, and if the Parties cannot 15 16 reach agreement, COX (if it chooses to pursue the request) shall provide notice to the People that will trigger the five (5) business day meet-and-confer provision of Paragraph 7.3, as the precursor 17 to an application or motion to the Court to resolve the dispute under the provisions of that 18 19 paragraph. If the People do not provide notice of such objection within thirty (30) calendar days of receiving COX'S notice and justification for adjusting the minimum inspection frequency, COX 20may implement the adjustment identified in its notice. COX shall not implement the adjustment 21 22 identified in its notice within thirty (30) calendar days of submitting the notice unless the People have given consent. Further, if following a reduction in the frequency of inspections at any 23 COVERED FACILITY, an inspection results in significant deviations (e.g., unlawfully 24 25 DISCARDED HAZARDOUS WASTE), inspections will revert at that COVERED FACILITY to 26 the previous, more frequent, inspection schedule, at the People's request;

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(iii) COX shall prepare an inspection log substantially in the form of Exhibit D for each COVERED FACILITY that shall be retained at the COVERED FACILITY or available 2 3 electronically for a period of five (5) years from the date of the inspection. COX shall make the 4 inspection policies and procedures and COVERED FACILITY inspection logs available upon 5 request by the People or any California, federal, or local environmental regulatory agency, including, but not limited to, DTSC, any CERTIFIED UNIFIED PROGRAM AGENCY or any 6 7 PARTICIPATING AGENCY. Each inspection log shall identify the date and time of inspection, 8 the location of the COVERED FACILITY, the name of the person(s) conducting the inspection, 9 whether COVERED WASTE ITEMS, HAZARDOUS WASTE, UNIVERSAL WASTE or SCRAP METAL was found in COVERED FACILITY TRASH RECEPTACLES during each inspection, 10 11 and if such items are found, a description of the type and quantity of the COVERED WASTE ITEMS, HAZARDOUS WASTE, UNIVERSAL WASTE or SCRAP METAL found, and removed 12 from said TRASH RECEPTACLES. For RETAIL STORES, the inspection log described in this 13 14 paragraph shall cover such items that were found inside the trash bags lining WASTE and RECYCLING receptacles inside RETAIL STORES before those trash bags are removed to an 15 16 outside WASTE, RECYCLING, or trash receptacle after the inspections required by Paragraph 17 4.1.a.(ii);

(iv) Beginning one hundred eighty (180) calendar days after entry of this Final
Judgment on Consent, for as long as this Final Judgment on Consent remains in effect, COX shall
evaluate its inspection policies and procedures on an annual basis for their effectiveness in
preventing the improper disposal of COVERED WASTE ITEMS and SCRAP METAL; and

(v) Beginning one hundred eighty (180) calendar days after entry of this Final
 Judgment on Consent, for as long as this Final Judgment on Consent remains in effect, COX shall
 provide the People with an annual summary of its inspections required by Paragraph 4.1.a.(ii) and
 (iii) for each non-RETAIL STORE COVERED FACILITY and, if COVERED WASTE ITEMS or
 SCRAP METAL have been discovered in a TRASH RECEPTACLE, and for RETAIL STORES if
 COVERED WASTE ITEMS or SCRAP METAL have been found in trash bags lining WASTE

and RECYCLING receptacles, before those trash bags are removed to an outside WASTE,
 RECYCLING or trash receptacle, or at an unlawful location, COX shall identify the date and time
 of the inspection(s), the COVERED FACILITY location, the name of the person(s) conducting the
 inspection, a description and estimated quantity of the COVERED WASTE ITEMS and SCRAP
 METAL that was found, and their disposition. This summary shall be provided to the People as
 part of the annual status reports required by Paragraph 23.

7 4.1.b. COX shall comply with its obligation as the GENERATOR of 8 UNIVERSAL WASTE and/or as the GENERATOR of HAZARDOUS WASTE, as applicable, at 9 or from COVERED FACILITIES to PROMPTLY determine if WASTES, including COVERED WASTE ITEMS and SCRAP METAL, are HAZARDOUS pursuant to California Code of 10 Regulations, title 22, sections 66262.11 and 66260.200 by applying GENERATOR knowledge of 11 the HAZARDOUS characteristic of the WASTE or testing the WASTE. If applicable, COX shall 12 maintain onsite (or have available electronically) at each COVERED FACILITY: (1) a copy of the 13 14 most recent UNIVERSAL WASTE annual report for the COVERED FACILITY as required by California Code of Regulations, title 22, section 66273.32; (2) a copy of the most recent biennial 15 16 HAZARDOUS WASTE report as required by California Code of Regulations, title 22, section 66262.41; and, if not specified in such annual or biennial reports, then (3) a list by general 17 category/ type (e.g., "BATTERIES," "ELECTRONIC DEVICES," "AEROSOL CANS," etc.) and 18 19 approximate weight or quantity of all HAZARDOUS COVERED WASTE ITEMS and HAZARDOUS SCRAP METAL MANAGED in the prior year at such COVERED FACILITY. 20COX shall make the foregoing list of general categories/ types of HAZARDOUS COVERED 21 WASTE ITEMS and HAZARDOUS SCRAP METAL available upon request by the People or any 22 other state, federal, or local environmental regulatory agency, including, but not limited to, DTSC, 23 or any CERTIFIED UNIFIED PROGRAM AGENCY, or any PARTICIPATING AGENCY. 24 25 4.1.c. COX shall MANAGE the COVERED WASTE ITEMS at or from COVERED FACILITIES as HAZARDOUS WASTE, or UNIVERSAL WASTE (if applicable), 26 27 and in accordance with the requirements applicable to COX under chapter 6.5 of division 20 of the 17 28 [Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

Health and Safety Code, the implementing regulations in the California Code of Regulations, title 22, and the requirements of this Final Judgment on Consent; provided however, WASTE 2 3 SERIALIZED EQUIPMENT, WASTE OTHER USED EQUIPMENT, ELECTRONIC DEVICES 4 and COVERED WASTE ITEMS that meet any of the conditions specified in California Code of 5 Regulations, title 22, section 66273.3, subdivisions (b)(3), (b)(4) or (b)(5), shall be MANAGED by COX as HAZARDOUS WASTE in accordance with applicable statutory and regulatory 6 7 provisions. In addition, no later than one hundred eighty (180) calendar days from entry of this 8 Final Judgment on Consent, COX shall contractually require that all COX FIELD 9 CONTRACTORS, COX REVERSE LOGISTICS CONTRACTORS retained by COX, and third parties that own or operate "Cox Solutions" retail stores, MANAGE the COVERED WASTE 10 ITEMS as HAZARDOUS WASTE, or UNIVERSAL WASTE (if applicable), and in accordance 11 with: (1) the applicable requirements of chapter 6.5 of division 20 of the Health and Safety Code; 12 (2) the implementing regulations in the California Code of Regulations, title 22; and (3) COX 13 14 HAZARDOUS WASTE policies and procedures applicable to the MANAGEMENT of COVERED WASTE ITEMS. Within sixty (60) calendar days from the entry of this Final 15 16 Judgment on Consent, COX shall provide all existing COX FIELD CONTRACTORS, COX REVERSE LOGISTICS CONTRACTORS, and third parties that own or operate any "Cox 17 Solutions" retail stores on behalf of COX, a written notice with information where to access an 18 19 electronic copy of this Final Judgment on Consent from COX. Such written notice shall also specify how to request and obtain a hard or electronic copy of this Final Judgment on Consent from 20COX. 21 22 For purposes of this injunction, non-empty AEROSOL CANS, BATTERIES, SERIALIZED 23 EQUIPMENT, and OTHER USED EQUIPMENT shall become a COVERED WASTE ITEM at

24 the earliest point in time when:

(i) COX or a PERSON(s) retained by COX determines that the SERIALIZED
 EQUIPMENT or OTHER USED EQUIPMENT will not be repaired or REFURBISHED for return
 to service by COX or a third party, as with items that have been designated for "scrap" (including

items in "J" status) or harvesting of parts, have been damaged by fire or water, infested by insects
 or have been crushed;

3 (ii) COX or a PERSON(S) retained by COX determines that the SERIALIZED
4 EQUIPMENT or OTHER USED EQUIPMENT is beyond economic repair and will not be
5 returned to service by COX or a third party;

6 (iii) SERIALIZED EQUIPMENT or OTHER USED EQUIPMENT that is not being
7 returned to service by COX or a third party only because it is obsolete (i.e., is no longer deployed
8 for use on COX's cable, telephone, data, WIFI or home security services systems, or such systems
9 of a third party) is stored for more than ten (10) months or has been offered for sale and failed to
10 sell within ten (10) months of initial accumulation; or

(iv) non-empty AEROSOL CANS, BATTERIES, SERIALIZED EQUIPMENT, and
 OTHER USED EQUIPMENT are DISCARDED and first become subject to regulation under
 chapter 6.5 of division 20 of the California Health and Safety Code or title 22, California Code of
 Regulations.

4.1.d. COX, at is sole election, shall either (i) RECYCLE or (ii) MANAGE in
accordance with applicable HAZARDOUS WASTE or UNIVERSAL WASTE (if applicable)
statutes and regulations, all SCRAP METAL. In addition, COX shall:

18 (i) within sixty (60) calendar days of entry of this Final Judgment on Consent, mark 19 and label containers holding "SCRAP METAL" with a label stating "SCRAP METAL" or place signage at or near all SCRAP METAL containers at COVERED FACILITIES, including sorting or 20accumulation areas, in which SCRAP METAL is accumulated or stored and the labels or signs 21 22 shall have an accumulation date that clearly demonstrates the length of time that the COVERED SCRAP METAL has been accumulated from the date it first became a WASTE or was received by 23 24 COX as a WASTE. For containers used by COVERED EMPLOYEES, the label or sign shall also 25 include a pictorial image or graphic substantially in the form of Exhibit E, that accurately depicts 26 the specific types or classes of SCRAP METAL that is to be accumulated and stored in each container; 27

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(ii) implement policies and procedures to ensure that the contents of SCRAP METAL
 containers at each COVERED FACILITY are picked-up at least once every sixty (60) calendar
 days for RECYCLING by a CERTIFIED RECYCLER;

- (iii) retain at each COVERED FACILITY, or have available electronically, the bills of
  lading or other transportation documentation for each pick-up of SCRAP METAL from the
  COVERED FACILITY until termination of this Final Judgment on Consent, and after that time in
  accordance with the HWCL, which shall be made available upon request by the People or any
  other state, federal, or local environmental regulatory agency, including, but not limited to, DTSC,
  any CERTIFIED UNIFIED PROGRAM AGENCY or any PARTICIPATING AGENCY; and,
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(iv) not accumulate or store SCRAP METAL at the COVERED FACILITIES longer than one (1) year from the initial date of accumulation.

12 4.1.e. COX shall not transport, or cause to be transported, HAZARDOUS WASTE that is not UNIVERSAL WASTE, to, between, or from COVERED FACILITIES unless 13 14 the transporter is properly licensed and registered to do so, as required by Health and Safety Code 15 section 25163, or an exemption or variance applies as provided by Health and Safety Code sections 16 25143, 25163, or 25163.3, or California Code of Regulations, title 22, sections 66263.43 through 66263.45. COX shall transport all UNIVERSAL WASTE in accordance with California Code of 17 Regulations, title 22, sections 66273.51 and 66273.52. Subject to the requirements set forth in 18 19 Health and Safety Code 25143, 25163, 25163.3, and California Code of Regulations, title 22, sections 66263.43 through 66263.45, and sections 66266.80- 66266.81, nothing else in this 20Paragraph shall prohibit COVERED EMPLOYEES or FIELD CONTRACTORS from transporting 21 items to COVERED FACILITIES to PROMPTLY determine if the items are WASTES, or 22 transporting COVERED WASTE ITEMS and SCRAP METAL from the customer premises 23 (including commercial customers), or from COX leased or owned premises where COVERED 24 25 EMPLOYEES or FIELD CONTRACTORS perform services, to COVERED FACILITIES for 26 lawful reuse, repair or disposition and in accordance with the terms of this Final Judgment on 27 Consent.

**4.1.f.** COX shall not transport, or cause to be transported, in California, any HAZARDOUS WASTE that is not UNIVERSAL WASTE to an unauthorized location, in 2 3 violation of Health and Safety Code section 25189.5. Subject to the requirements set forth in 4 Health and Safety Code 25143, 25163, 25163.3, and California Code of Regulations, title 22, 5 sections 66263.43 through 66263.45, and sections 66266.80- 66266.81, nothing else in this Paragraph shall prohibit COVERED EMPLOYEES or FIELD CONTRACTORS from transporting 6 7 items to COVERED FACILITIES to PROMPTLY determine if the items are WASTES, or 8 transporting COVERED WASTE ITEMS and SCRAP METAL from customer premises (including 9 commercial customers), or from COX leased or owned premises where COVERED EMPLOYEES or FIELD CONTRACTORS perform services, to COVERED FACILITIES for lawful reuse, repair 1011 or disposition and in accordance with the terms of this Final Judgment on Consent.

12 4.1.g. Except as otherwise provided in California Code of Regulations, title 22, division 4.5, chapter 23, section 66273.35 (one year accumulation time limit) and section 66273.39 13 14 (tracking UNIVERSAL WASTE shipments via bill of lading) regarding UNIVERSAL WASTES, COX shall: (i) lawfully and timely dispose of all accumulated HAZARDOUS WASTE from any 15 16 COVERED FACILITY in compliance with the HWCL; and (ii) timely cause to be prepared and filed a HAZARDOUS WASTE manifest with DTSC for such HAZARDOUS WASTE that is 17 transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or 18 19 any combination thereof, as provided by Health and Safety Code section 25160(b)(3) and California Code of Regulations, title 22, section 66262.23, or timely notify DTSC of the treatment, 20storage, or disposal facility's failure to return an executed manifest; provided, however, that 21 22 notwithstanding the requirements of this Paragraph, COX may lawfully accumulate COVERED WASTE ITEMS at the COVERED FACILITIES for such longer periods of time allowed under 23 law for "satellite accumulation," in accordance with California Code of Regulations, title 22, 24 25 section 66262.34(e), and at COVERED FACILITIES that generate less than 1,000 kilograms (kg) 26during any calendar month of HAZARDOUS WASTES and less than one kg during any calendar

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month of acutely or extremely HAZARDOUS WASTES, in accordance with California Code of
 Regulations, title 22, section 66262.34(d).

3 4.1.h. Upon entry of this Final Judgment on Consent, and with respect to 4 COVERED WASTE ITEMS generated on or after December 1, 2012, COX shall, if applicable: (a) 5 at each COVERED FACILITY be in compliance with the requirements of California Code of Regulation, title 22, sections 66262.20, 66262.23, 66262.40, subdivision (a), and 66273.39; and (b) 6 7 within sixty (60) calendar days from the date of entry of the Final Judgment on Consent, provide 8 written documentation of actions taken to ensure that each of the COVERED FACILITIES is, as of 9 December 1, 2012, in compliance with the requirement that each COVERED FACILITY keep copies of HAZARDOUS WASTE manifests and UNIVERSAL WASTE bills of lading in 1011 accordance with California Code of Regulations, title 22, section 66262.40, subdivision (a) and 66273.39. Such written documentation shall be in the form of Exhibit F to this Final Judgment on 12 Consent, signed under penalty of perjury by a responsible COX corporate officer or manager with 13 14 authority to bind COX. Such declaration shall state the actions taken to ensure that as of December 1, 2012, for WASTE generated on or after December 1, 2012, each of the COVERED 15 16 FACILITIES is in compliance with the requirements of California Code of Regulations, title 22, section 66262.40, subdivision (a), and 66273.39. The declaration shall include and incorporate by 17 reference a list of each of the COVERED FACILITIES where such actions have been taken to 18 19 ensure compliance with this requirement. The declaration shall also include the documentation COX used to track the volumes and types of such WASTE at each COVERED FACILITY during 20this time period in the form provided as Exhibit G. COX shall make any particular HAZARDOUS 21 22 WASTE manifests and UNIVERSAL WASTE bills of lading available upon request by the People or any other state, federal, or local environmental regulatory agency, including, but not limited to, 23 DTSC, any CERTIFIED UNIFIED PROGRAM AGENCY, or any PARTICIPATING AGENCY. 24 25 4.1.i. Upon entry of this Final Judgment on Consent, COX shall maintain a 26program for the lawful storage, handling and accumulation of HAZARDOUS WASTE and 27 UNIVERSAL WASTE, at each of its COVERED FACILITIES for the types of WASTE that are 22 28 [Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

typically MANAGED at each COVERED FACILITY, including, but not limited to, the lawful
 segregation of items that are incompatible and the proper containment of items that are in leaking
 containers or in non-empty, HAZARDOUS WASTE AEROSOL CANS or non-empty
 UNIVERSAL WASTE AEROSOL CANS, as provided by Health and Safety Code sections
 25123.3 and 25201.16, and California Code of Regulations, title 22, sections 66262.34, 66265.171,
 66265.172, 66265.173, 66265.174, 66265.176, 66265.177, 66273.33, 66273.33.5, and 66273.35.

4.1.j. Upon entry of this Final Judgment on Consent, COX shall, MANAGE at
the COVERED FACILITIES WASTE AEROSOL CANS as UNIVERSAL WASTE AEROSOL
CANS in accordance with all applicable requirements contained in California Code of Regulations,
title 22, division 4.5, chapter 23, section 66273.1, *et seq.*, or as HAZARDOUS WASTE
AEROSOL CANS as required by Health and Safety Code section 25201.16. This includes,
without limitation, "non-empty," as defined in California Code of Regulations, title 22, section
66261.7, AEROSOL CANS that are DISCARDED or no longer usable (e.g., without actuators).

4.1.k. Upon entry of this Final Judgment on Consent, COX shall MANAGE
(including, but not limited to, handling, labeling, accumulating, storing, transferring, transporting,
and causing to be transported) and dispose of UNIVERSAL WASTE, including UNIVERSAL
WASTE identified pursuant to Paragraphs 4.1.a. through 4.1.c, at or from its COVERED
FACILITIES in compliance with all applicable requirements contained in California Code of
Regulations, title 22, division 4.5, chapter 23, section 66273.1, *et seq.*, and the requirements of this
Final Judgment on Consent.

4.1.1. Upon entry of this Final Judgment on Consent, and for each COVERED
FACILITY at which COX is a UNIVERSAL WASTE HANDLER, COX shall comply with the
UNIVERSAL WASTE HANDLER notification requirements set forth in California Code of
Regulations, title 22, section 66273.32, and shall provide to the People copies of the notices
required by law.

4.1.m. Upon entry of this Final Judgment on Consent, COX shall be prohibited
from sending, transporting, relinquishing, transferring, surrendering, or otherwise taking

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UNIVERSAL WASTE, including COVERED WASTE ITEMS, to a place other than a 1 UNIVERSAL WASTE HANDLER, a DESTINATION FACILITY, or a FOREIGN 2 3 DESTINATION, or causing the same, and COX shall comply with the requirements contained in 4 California Code of Regulations, title 22, sections 66273.38 and 66273.39 regarding shipments of 5 UNIVERSAL WASTE, and California Code of Regulations, title 22, sections 66273.40 and 66273.41 regarding the export and import of UNIVERSAL WASTE. This Paragraph shall not 6 7 apply to non-WASTE items including but not limited to those which are sent for 8 REFURBISHMENT. Subject to the requirements set forth in Health and Safety Code 25143, 9 25163, 25163.3, and California Code of Regulations, title 22, sections 66263.43 through 66263.45, and sections 66266.80- 66266.81, nothing else in this Paragraph shall prohibit COVERED 10 11 EMPLOYEES or FIELD CONTRACTORS from transporting items to COVERED FACILITIES to PROMPTLY determine if the items are WASTES, or transporting COVERED WASTE ITEMS 12 13 and SCRAP METAL from customer premises (including commercial customers), or from COX 14 leased or owned premises where COVERED EMPLOYEES or FIELD CONTRACTORS perform services, to COVERED FACILITIES for lawful reuse, repair or disposition and in accordance with 15 16 the terms of this Final Judgment on Consent.

17 4.1.n. Upon entry of this Final Judgment on Consent, all COVERED WASTE ITEMS that are MANAGED by COX in California as UNIVERSAL WASTES, including WASTE 18 19 SERIALIZED EQUIPMENT, WASTE OTHER USED EQUIPMENT, and ELECTRONIC DEVICES that are accumulated, stored and destined for RECYCLING, shall be stored in 20containers labeled by COX as "UNIVERSAL WASTE" in accordance with California Code of 21 22 Regulations, title 22, sections 66273.34 and 66273.35(b). In addition, each COVERED FACILITY container and accumulation or sorting area in which COVERED WASTE ITEMS are accumulated 23 or stored shall be marked and labeled to identify the specific types of WASTE(S) (e.g., 24 25 "UNIVERSAL WASTE – BATTERIES") that are accumulated and stored in the container(s). For containers used by COVERED EMPLOYEES, the required labels shall include a pictorial image or 2627 graphic that depicts the specific type of WASTE(S) that is to be accumulated and stored in each 28 [Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

container and shall be in a form substantially equivalent to Exhibit H. If COX accumulates and
 stores more than one type of compatible WASTE in a COVERED FACILITY container, COX
 shall clearly label the container to accurately describe the specific items accumulated in the
 container and shall insure that each COVERED FACILITY storage area and container is also
 labeled in accordance with California Code of Regulations, title 22, division 4.5, chapter 23,
 section 66273.1, *et seq.*, and the requirements of this Final Judgment on Consent.

7 4.1.0. Within one hundred eighty (180) calendar days from entry of this Final Judgment on Consent, COX shall ensure that all COVERED WASTE ITEMS and SCRAP 8 9 METAL from COVERED FACILITIES that are designated by COX for RECYCLING by its contractor(s) are RECYCLED by a CERTIFIED RECYCLER. Within two hundred ten (210) 10 11 calendar days from entry of this Final Judgment on Consent, COX shall provide a written list to the People of all companies or other entities used by COX to recycle COVERED WASTE ITEMS and 12 SCRAP METAL from COVERED FACILITIES. The list shall identify the name of the 13 14 RECYCLING company or entity, the business address(es) and other locations where RECYCLING activities are conducted on behalf of COX, the name, title, and telephone number for a 15 16 RECYCLING company representative who is knowledgeable about RECYCLING activities conducted for or on behalf of COX, specify whether the RECYCLING company or entity is e-17 18 Stewards and/or R2 certified, or has demonstrated to an ANSI-ASQ National Accreditation Board 19 (ANAB) accredited, independent third-party auditor that it meets e-Stewards® and/or R2 20certification standards to safely recycle and MANAGE electronics and other recyclable materials, and specify the type(s) of COVERED WASTE ITEMS and SCRAP METAL that are recycled at 21 22 each RECYCLING location, and provide an accurate general description regarding how each type of COVERED WASTE ITEM and SCRAP METAL is recycled at each location. COX shall also 23 24 provide the People with documentary evidence, to be deemed sufficient by the People, to show that 25 the CERTIFIED RECYCLER(S) is in fact certified to meet e-Stewards and/or R2 electronics 26 RECYCLING standards, or has demonstrated to an ANAB accredited, independent third-party 27 auditor that it meets e-Stewards<sup>®</sup> and/or R2 certification standards to safely recycle and MANAGE 28

<sup>[</sup>Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

electronics and other recyclable materials. After one hundred eighty (180) calendar days from
 entry of this Final Judgment on Consent, COX shall not send, transfer, take, surrender, or otherwise
 transport COVERED WASTE ITEMS and SCRAP METAL to a RECYCLING company or other
 entity that is not a CERTIFIED RECYCLER.

4.1.p. Upon entry of this Final Judgment on Consent, if COX is the "primary
exporter," as that term is defined in Cal. Code of Regulations, title 22, section 66260.10, of a
COVERED WASTE ITEM that is HAZARDOUS WASTE or COX is the UNIVERSAL WASTE
HANDLER of a COVERED WASTE ITEM that is UNIVERSAL WASTE, from a COVERED
FACILITY to a FOREIGN DESTINATION, COX shall export such COVERED WASTE ITEM in
full compliance with the requirements of the HWCL, including, but not limited to, Cal. Code of
Regulations, title 22, sections 66262.50 through 66262.58, or section 66273.40, as applicable.

4.1.q. Upon entry of this Final Judgment on Consent, COX shall MANAGE at
the COVERED FACILITIES DISCARDED or no longer usable BATTERIES as either
HAZARDOUS WASTE, or as UNIVERSAL WASTE (if applicable) and in accordance with all
applicable requirements contained in California Code of Regulations, title 22, division 4.5, chapter
23, section 66273.1, *et seq.* COX shall collect DISCARDED and no longer usable BATTERIES
for RECYCLING by an authorized BATTERY RECYCLER or otherwise MANAGE in
accordance with the HWCL.

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**4.1.r.** With regard to each COVERED EMPLOYEE, COX shall:

20 (i.) Comply with employee training obligations as set forth in California Code of Regulations, title 22, sections 66265.16 and 66265.56, pertaining to MANAGEMENT of 21 22 HAZARDOUS WASTE, and as set forth in California Code of Regulations, title 22, section 66273.36, pertaining to MANAGEMENT of UNIVERSAL WASTE, including, but not limited to, 23 the requirement to either maintain HAZARDOUS WASTE training records on-site at each 24 25 COVERED FACILITY HAZARDOUS WASTE, or COX may retain such records electronically in a centralized location, for current COVERED EMPLOYEES until closure of the COVERED 26 27 FACILITY, and HAZARDOUS WASTE training records for former COVERED EMPLOYEES, 26 28

who received training in accordance with subsection (ii) below, for at least three (3) years from the
 date the COVERED EMPLOYEE last worked at the COVERED FACILITY, and UNIVERSAL
 WASTE training records for at least three (3) years from the date the COVERED EMPLOYEE last
 MANAGED any UNIVERSAL WASTE at the COVERED FACILITY, as applicable.

5 (ii.) COX shall provide training as follows: (a) within sixty (60) calendar days after the date of entry of this Final Judgment on Consent, COX shall provide, or verify that it has already 6 7 provided, the initial HAZARDOUS WASTE training set forth in California Code of Regulations, 8 title 22, section 66265.16, and UNIVERSAL WASTE training set forth in California Code of 9 Regulations, title 22, section 66273.36, to all COVERED EMPLOYEES; (b) for individuals who become COVERED EMPLOYEES after the date of entry of this Final Judgment on Consent, COX 10 shall provide HAZARDOUS WASTE and UNIVERSAL WASTE training within sixty (60) 11 calendar days after the COVERED EMPLOYEE commences employment with COX ; and (c) 12 COX shall provide all COVERED EMPLOYEES "Annual Review Training" at least once per year 13 14 as set forth in California Code of Regulations, title 22, section 66265.16(c). The Annual Review Training shall be in-person or through a computer based learning ("CBL") course or courses, 15 16 documented to sufficiently identify the training topics covered below, the date and duration of training, and the names of the COVERED EMPLOYEES who attended the training, and shall 17 include the following: 18

(1) With respect to each type of COVERED WASTE ITEM (e.g., "HAZARDOUS
 WASTE AEROSOL CANS," "ELECTRONIC DEVICES," "SERIALIZED EQUIPMENT,"
 "OTHER USED EQUIPMENT," "BATTERIES," etc.) and SCRAP METAL, COX shall identify
 and clearly explain to COVERED EMPLOYEES which specific items are to be included within
 each category (e.g., "OTHER USED EQUIPMENT" shall include all remote controls,
 transformers, power adapters, power supplies, etc.). To aid COVERED EMPLOYEES in properly
 identifying the items that are included in each category, COX shall use pictorial images or graphics

26 for containers used by these employees that accurately depict the specific types of items for each27 category;

(2) COX shall instruct COVERED EMPLOYEES not to dispose of any AEROSOL 2 CANS, BATTERIES, ELECTRONIC DEVICES, SERIALIZED EQUIPMENT, OTHER USED 3 EQUIPMENT, COVERED WASTE ITEMS and SCRAP METAL in TRASH RECEPTACLES, 4 on the surface or subsurface of the ground at any unauthorized location, or to a transfer station or landfill not authorized to receive HAZARDOUS WASTE. COX shall also instruct COVERED 5 EMPLOYEES that it is a violation of California law and this Final Judgment on Consent to 6 7 illegally dispose of any of the above-referenced items and that COVERED EMPLOYEES must 8 immediately report any illegal disposals of those items to COX's "Responsible Facility 9 Employee(s)" that have been designated for each COVERED FACILITY pursuant to Paragraph 4.1.t: and 10

(3) For each specific type of COVERED WASTE ITEM and SCRAP METAL, COX
shall provide instruction to each COVERED EMPLOYEE regarding how to properly MANAGE
(including, but not limited to, handling, labeling, accumulating, storing, transferring, transporting,
and lawful disposition) each item as HAZARDOUS WASTE, UNIVERSAL WASTE or SCRAP
METAL, as appropriate.

(iii.) COX shall PROMPTLY notify each COVERED EMPLOYEE who has not 16 completed the training required by Paragraph 4.1.r as of the dates required herein that he or she 17 must complete the required training within sixty (60) calendar days of such notice and shall require 18 19 such employee to cease the unsupervised handling and MANAGEMENT of all HAZARDOUS WASTE and UNIVERSAL WASTE until such time as that COVERED EMPLOYEE completes 20the required training. If a COVERED EMPLOYEE is supervised and allowed to handle or 21 otherwise MANAGE HAZARDOUS WASTE or UNIVERSAL WASTE before the employee 22 receives training, the COX employee supervising such COVERED EMPLOYEE must have first 23 completed the training required by Paragraph 4.1.r. 24

(iv.) Upon entry of this Final Judgment on Consent, for each COVERED EMPLOYEE
 at each COVERED FACILITY, COX shall maintain online or in hard copy, conveniently available
 to COVERED EMPLOYEES at the COVERED FACILITY, an employee training plan designed to 28

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enhance employee awareness of any regulatory or statutory changes in environmental compliance
 requirements, including, but not limited to, changes in chapter 6.5 of division 20 of the Health and
 Safety Code, or the corresponding California Code of Regulations, relevant to that COVERED
 EMPLOYEE's job functions.

5 (v.) COX shall contractually require each COX FIELD CONTRACTOR and any other existing contractors, subcontractors, and other agents that MANAGE COVERED WASTE 6 7 ITEMS for COX, to provide initial and annual HAZARDOUS WASTE and/or UNIVERSAL 8 WASTE training, as applicable, to their employees who MANAGE UNIVERSAL or 9 HAZARDOUS WASTE at any COVERED FACILITY in compliance with applicable laws and regulations. For any COX FIELD CONTRACTOR and any other existing contractors, 10 11 subcontractors, and other agents that MANAGE COVERED WASTE ITEMS for COX and that are engaged or retained after the date of entry of this Final Judgment on Consent, COX shall 12 contractually require that the above referenced contractors' initial and annual training requirements 13 14 be satisfied for any of their employees who handle or otherwise MANAGE COVERED WASTE ITEMS at any COVERED FACILITY. COX shall reserve the right to review the training records 15 16 of such COX FIELD CONTRACTORS, and other contractors, subcontractors, and other agents for the CONTRACTORS' compliance with the training requirements defined herein; 17

(vi.) Within ninety (90) calendar days from the expiration of the initial sixty (60)
calendar day period during which COX is required to provide the training specified in Paragraph
4.1.r.(ii), COX shall provide the People written documentation that COX is in compliance with the
requirement that it provide training to all COVERED EMPLOYEES as specified herein in
Paragraphs 4.1.r.(i) and 4.1.r.(ii). Such written documentation shall be in the form of a declaration
in the form attached hereto as Exhibit I, signed under penalty of perjury by a responsible COX
corporate officer with authority to bind COX.

(vii.) In performing its tasks specified within the scope of the third party audits as
outlined in Paragraph 4.1.u, the third party auditor will review the training records for COX

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COVERED EMPLOYEES that are subject to the requirements of this Paragraph and will evaluate
 COX's compliance with those requirements in the third party audits to be performed.

(viii.) For purposes of this Paragraph 4.1.r only, the term COVERED EMPLOYEES
does not include employees who are exempted from training requirements pursuant to California
Code of Regulations, title 22, section 66273.36(a). FIELD TECHNICIANS and WAREHOUSE
EMPLOYEES shall not fall within the exemption contained in California Code of Regulations, title
22, section 66273.36(a).

4.1.s. Upon entry of this Final Judgment on Consent, COX shall immediately
contain all releases to the environment of UNIVERSAL WASTES and of residues from
UNIVERSAL WASTES, if any, at and/or from COVERED FACILITIES as required by California
Code of Regulations, title 22, section 66273.37.

12 4.1.t. Within sixty (60) calendar days from the entry of this Final Judgment on Consent, COX shall: (a) for each COVERED FACILITY, designate one or more responsible 13 14 employee managers or supervisors ("Responsible Facility Employee(s)") who shall be responsible for ensuring that COX and COVERED EMPLOYEES comply with the terms of this Final 15 16 Judgment on Consent and with the provisions of the HAZARDOUS WASTE CONTROL LAW, and its implementing regulations, that are applicable to the COVERED FACILITIES; and (b) 17 provide to the People a declaration, in the form of the declaration attached as Exhibit J to this Final 18 19 Judgment on Consent, signed under penalty of perjury, listing those Responsible Facility Employee(s) by name, address and contact information for each COVERED FACILITY and 20stating that the persons listed have received the requisite training and have been provided with a 21 22 copy of this Final Judgment on Consent. COX shall maintain and update this list to reflect changes in the designated Responsible Facility Employees. The duties of the Responsible Facility 23 Employee(s) shall include, but not be limited to, collecting, reviewing and maintaining copies of all 24 written notices, inspection logs, lists, and COVERED EMPLOYEE training records referenced in 25 26 this Final Judgment on Consent, and collecting, reviewing and maintaining copies of all

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<sup>[</sup>Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

advisements of violation, including formal Notices of Violation and inspection reports, issued to
 COX and pertaining to any of the COVERED FACILITIES.

3 4.1.u. Within one hundred eighty (180) calendar days from entry of this Final 4 Judgment on Consent, COX shall retain the services of an independent third-party auditor 5 ("Auditor") to be chosen by COX and approved by the People, who will conduct three (3) environmental compliance audits: the first to be completed within sixteen (16) months after entry 6 7 of this Final Judgment on Consent so the results may be submitted to the People with the second 8 status report; the second within twenty-eight (28) months after entry of this Final Judgment on 9 Consent so the results may be submitted to the People with the third status report; and the third within fifty-two (52) months after entry of this Final Judgment on Consent so the results may be 10 11 submitted with the fifth status report. All three (3) audits will include: (i) a programmatic review 12 of COX's corporate management program put into place for ensuring compliance with the requirements of this Final Judgment on Consent and the applicable requirements of the HWCL and 13 14 the corresponding implementing regulations regarding COVERED WASTE ITEMS and applicable 15 HAZARDOUS WASTE requirements; and (ii) facility-specific field inspection audits at each 16 COVERED FACILITY, but not including RETAIL STORES. The audit reports shall be provided to the People in accordance with Paragraph 4.1.u.(iii). 17

18 The Auditor, in conjunction with COX, will develop an environmental audit (i) 19 protocol meeting the requirements of this Final Judgment on Consent and shall provide it to the 20People for review and comment within ninety (90) calendar days of being retained. The People may provide any comments to the Auditor and COX within sixty (60) calendar days of receiving 21 22 the protocol. The Auditor shall incorporate any reasonable comments by the People into a revised 23 protocol, except that if COX disagrees with any of the comments, it may rely on Paragraph 7.3 of 24 this Final Judgment on Consent to meet and confer with the People and to move the Court for 25 further relief.

(ii) In addition to any other audit objectives deemed appropriate by COX, the
environmental compliance audits shall evaluate (a) COX's compliance with the HWCL and the

implementing regulations regarding COVERED WASTE ITEMS and applicable HAZARDOUS
 WASTE requirements, and (b) COX's compliance with the requirements of this Final Judgment on
 Consent. The environmental compliance audits shall also evaluate the implementation and
 effectiveness of COX's environmental compliance program, including COX's RECYCLING
 program and RECYCLING policies and procedures applicable to UNIVERSAL WASTES, to
 determine whether COX is in compliance with the HWCL and the corresponding regulations.

7 (iii) The Auditor shall prepare a final environmental audit report for each audit and 8 submit the environmental audit reports to COX, with a copy to the People, within sixty (60) 9 calendar days after each of the three audit deadlines stated above in Paragraph 4.1.u. The environmental audit reports may be submitted with the second, third and fifth status reports and 10 11 shall include, but not be limited to, a complete description and discussion of all environmental audit objectives, scope, and criteria, audit activities, audit findings and audit conclusions, and 12 recommendations, and shall identify and discuss all audit evidence considered or relied upon to 13 14 support the audit conclusions. The environmental audit reports shall also contain a brief 15 description of any written advisements of violation, including formal Notices of Violation and 16 audit exception reports directed to any COVERED FACILITY by any local, state or federal agency that identifies any violation of any environmental protection law relating to the MANAGEMENT 17 of any HAZARDOUS WASTE and UNIVERSAL WASTE covered by this Final Judgment on 18 19 Consent. Such reports shall also include, but not be limited to, a brief description of the disposition of any such violations relating to the MANAGEMENT of any HAZARDOUS WASTE and 20UNIVERSAL WASTE covered by this Final Judgment on Consent, including whether COX paid 21 22 any fines, costs or other payments and what corrective measures, if any, were taken by COX. Within sixty (60) calendar days after receipt by the People of each environmental audit report, 23 COX shall provide the People with a plan to correct any deficiencies raised in the environmental 24 25 audit reports.

4.1.v. COX shall PROMPTLY determine whether each used non-empty
 AEROSOL CAN, used BATTERY, used ELECTRONIC DEVICE, used SERIALIZED
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EQUIPMENT, and used OTHER USED EQUIPMENT that is returned to a COVERED
 FACILITY or removed from a COX and/or customer premise by a COVERED EMPLOYEE or a
 COX FIELD CONTRACTOR is a WASTE as defined herein in this Final Judgment on Consent.

4 4.1.w. For each COVERED FACILITY at which COX generates 1,000 kilograms
5 (kg) or more of all HAZARDOUS WASTES during any calendar month, or 1 kg or more of
6 acutely HAZARDOUS WASTE during any calendar month, COX shall comply with the
7 requirements of Cal. Code of Regulations, title 22, sections 66265.50 to 66265.56.

4.1.x. If applicable, at each COVERED FACILITY, COX shall maintain a
GENERATOR Identification Number as required by Cal. Code of Regulations, title 22, section
66262.12.

4.1.y. COX shall keep records of any test results, WASTE analysis, or other
determinations made in accordance with of Cal. Code of Regulations, title 22, sections 66262.11
and 66260.200 relevant to WASTE managed at the COVERED FACILITIES for at least three (3)
years from the date that the subject WASTE was last sent to on-site or off-site treatment, storage,
or disposal, or for the term of this Final Judgment on Consent, whichever is later.

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# 5. INJUNCTIVE RELIEF - CUSTOMER RECORD PRIVACY VIOLATIONS

Pursuant to Civil Code section 1798.84, subdivision (e) and California Business and
Professions Code section 17203, with respect to COVERED FACILITIES, COX shall be
permanently enjoined and restrained from failing to comply with the provisions specified below in
Paragraphs 5.1.a through 5.1.n regarding CUSTOMER RECORDS containing PERSONAL
INFORMATION within its custody or control. Notwithstanding any other provision in this Final
Judgment on Consent, nothing in this Final Judgment on Consent shall relieve COX from
complying with all applicable provisions of Civil Code section 1798.80 et seq.

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#### 5.1 Specific Injunctive Provisions:

5.1.a. Pursuant to Civil Code section 1798.81, COX shall take all reasonable
 steps to destroy, or arrange for the destruction of, CUSTOMER RECORDS containing
 PERSONAL INFORMATION, within its custody or control, that are no longer to be retained by
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COX, including by (i) shredding, (ii) erasing, or (iii) otherwise modifying the PERSONAL
 INFORMATION in those CUSTOMER RECORDS to make it unreadable or undecipherable
 through any means.

5.1.b. COX shall require reasonable safeguards so that any third party it hires to
dispose of CUSTOMER RECORDS containing PERSONAL INFORMATION disposes of such
CUSTOMER RECORDS appropriately, including by (i) shredding, (ii) erasing, or (iii) otherwise
modifying the PERSONAL INFORMATION in those RECORDS to make it unreadable or
undecipherable through any means.

9 5.1.c. COX shall prohibit disclosure of its CUSTOMER PERSONAL
10 INFORMATION to persons other than the customer or the customer's personal representative,
11 unless otherwise permitted by California or federal law.

12 5.1.d. Within ninety (90) calendar days after entry of this Final Judgment on Consent, CUSTOMER RECORD DISPOSAL PROCEDURES must comport with California Civil 13 14 Code section 1798.81 et seq. in safeguarding and disposing of PERSONAL INFORMATION. CUSTOMER RECORD DISPOSAL PROCEDURES must be documented and dated, and 15 16 documents reflecting outdated procedures must be removed from COVERED FACILITIES and removed from any training materials (hardcopy and electronic). All EMPLOYEES HANDLING 17 CUSTOMER RECORDS must be notified of any revisions to the CUSTOMER RECORD 18 19 DISPOSAL PROCEDURES and must receive a copy of any revised procedures. Documentation 20describing the CUSTOMER RECORD DISPOSAL PROCEDURES must be readily accessible to all EMPLOYEES HANDLING CUSTOMER RECORDS in either hard copy or electronic format, 21 with the ability to print upon request at each COVERED FACILITY where CUSTOMER 22 **RECORDS** are managed. 23 24 5.1.e. COX shall post prominently signage regarding the CUSTOMER RECORD

5.1.e. COX shall post prominently signage regarding the CUSTOMER RECORD
 DISPOSAL PROCEDURES in COVERED FACILITIES where CUSTOMER RECORDS
 containing PERSONAL INFORMATION are managed, disposed of or stored.

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5.1.f. COX shall disseminate, by at least one hard copy or electronic communication annually, documentation describing (i) the CUSTOMER RECORD DISPOSAL 2 3 PROCEDURES, (ii) a review of California laws applicable to the proper safeguarding and disposal 4 of PERSONAL INFORMATION, including California Civil Code section 1798.80 et seq. The first 5 annual dissemination of the CUSTOMER RECORD DISPOSAL PROCEDURES shall take place within ninety (90) calendar days after entry of this Final Judgment on Consent. Such dissemination 6 7 may take place via electronic or paper format, so long as each EMPLOYEE HANDLING 8 CUSTOMER RECORDS is provided notice of the availability of the CUSTOMER RECORD 9 DISPOSAL PROCEDURES and, if the EMPLOYEE HANDLING CUSTOMER RECORDS has not already completed the training described in paragraph 5.1.h., the need for such EMPLOYEE to 10 11 complete the training as required by paragraph 5.1.h.

12 Within ninety (90) calendar days after entry of this Final Judgment on 5.1.g. Consent, COX shall provide notice to responsible managers for all of COVERED FACILITIES of 13 14 this Final Judgment on Consent and any revisions to the CUSTOMER RECORD DISPOSAL 15 PROCEDURES and further inform each responsible manager in writing of the following: (i) that 16 compliance with the CUSTOMER RECORD DISPOSAL PROCEDURES is mandatory and failure to follow them can result in disciplinary action under COX's employee policies; (ii) that COX will 17 monitor compliance with the CUSTOMER RECORD DISPOSAL PROCEDURES; (iii) that 18 19 failure to comply with this Final Judgment on Consent or the CUSTOMER RECORD DISPOSAL PROCEDURES may constitute grounds for disciplinary action under COX's employee policies; 20(iv) that communications required in paragraph 5.1.f. must be provided annually and the training 21 22 required in paragraph 5.1.h. must be provided at least annually to all EMPLOYEES HANDLING CUSTOMER RECORDS; and (v) that COVERED FACILITY managers are required to 23 PROMPTLY report to COX's Privacy Officer (referenced in paragraph 5.1. j. below) or COX's 24 25 Compliance Department Ethics Line, upon discovery, any violations of the CUSTOMER RECORD DISPOSAL PROCEDURES or California Civil Code section 1798.81. 26

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<sup>[</sup>Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

5.1.h. On or before ninety (90) calendar days after entry of this Final Judgment on Consent, or at any time before entry of this Final Judgment on Consent, COX shall implement 2 3 an updated training program regarding its CUSTOMER RECORD DISPOSAL PROCEDURES 4 that shall include: (i) a review of COX's procedures and practices relating to the protection and 5 disposal of CUSTOMER RECORDS containing PERSONAL INFORMATION, and a disclosure that compliance with these procedures and any related procedures and practices are mandatory and 6 7 failure to follow them can result in disciplinary action, up to and including termination; (ii) the 8 name and telephone number and/or e-mail address of the corporate-level employee or third-party 9 vendor to whom employees can anonymously report any failures to comply with COX's CUSTOMER RECORD DISPOSAL PROCEDURES (this person may be the Privacy Officer 10 11 referenced in paragraph 5.1.j. below); and (iii) written or electronic evidence that each EMPLOYEE HANDLING CUSTOMER RECORDS has completed the training and understands 12 how to comply with the CUSTOMER RECORD DISPOSAL PROCEDURES, which may be 13 14 satisfied by evidence that each EMPLOYEE HANDLING CUSTOMER RECORDS received a passing score on a quiz at the completion of any online training module. COX shall require 15 16 EMPLOYEES HANDLING CUSTOMER RECORDS in COVERED FACILITIES to complete the above described training program annually. 17

5.1.i. COX shall provide the training specified in Paragraph 5.1.h. to new
EMPLOYEES HANDLING CUSTOMER RECORDS within ninety (90) calendar days of the
employee's first date of employment. This training may be incorporated into new hire training or
orientation.

5.1.j. COX shall designate a qualified employee, at the corporate level of COX's
 business operations, to serve as COX's Privacy Officer. COX's Privacy Officer's responsibilities
 shall include developing; implementing and overseeing COX's procedures for disposal and storage
 of CUSTOMER RECORDS containing PERSONAL INFORMATION, as well as its training
 program. COX's Privacy Officer shall work with COX's compliance department to: (i) ensure that
 the CUSTOMER RECORD DISPOSAL PROCEDURES are adequately implemented and
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enforced; (ii) oversee the development, implementation and enforcement of these procedures and, 1 2 as necessary, the adoption of modifications to keep them current and effective. Such oversight shall 3 include adopting reasonable safeguards to ensure that there are adequate approval and oversight 4 procedures with respect to implementation of these procedures at COVERED FACILITIES; (iii) 5 review anonymous reports from COX's employees regarding any failures to comply with the CUSTOMER RECORD DISPOSAL PROCEDURES and responding to questions or complaints 6 7 from COX employees regarding compliance with the CUSTOMER RECORD DISPOSAL 8 PROCEDURES and California Civil Code section 1798.81; and (iv) review COX's CUSTOMER 9 RECORD DISPOSAL PROCEDURES and related policies and practices at least annually to confirm that they are effective to appropriately address the disposal and protection of 10 11 CUSTOMERS' PERSONAL INFORMATION and, as needed, adjusting COX's procedures in response to this review. 12

5.1.k. Within ninety (90) calendar days from the date of entry of this Final 13 14 Judgment on Consent, COX shall forward to the People written documentation demonstrating that each of the COVERED FACILITIES is in compliance with the requirement that it provide training 15 16 to all EMPLOYEES HANDLING CUSTOMER RECORDS at COVERED FACILITIES as specified in Paragraph 5.1.h. herein. Such written documentation shall be in the form of a 17 declaration signed under penalty of perjury by the Privacy Officer or by a responsible COX 18 19 corporate officer with authority to bind COX. Such declaration shall state the efforts made by COX to ensure that each of the COVERED FACILITIES is in compliance with the requirements with 20respect to training of EMPLOYEES HANDLING CUSTOMER RECORDS. COX shall also make 21 22 training records available upon request of the People.

5.1.1. COX shall make available for inspection and review a copy of its
documentation describing its CUSTOMER RECORD DISPOSAL PROCEDURES and any
training materials or related procedures to the People, and will, upon request of the People, allow
inspection and review of any revisions to such procedures or materials within thirty (30) calendar
days of its receipt of such request.

<sup>[</sup>Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

5.1.m. The internal Audit Department used by COX shall work with the assistance
 of COX's Privacy Officer and the compliance department to perform three audits, one within
 sixteen (16) months, another within twenty-eight (28) months, and the third within fifty-two (52)
 months after entry of this Final Judgment on Consent to evaluate COX's compliance with
 Paragraph 5 (including all subparagraphs) of this Final Judgment on Consent and applicable
 privacy laws.

7 5.1.n. COX shall have its Audit Department prepare an audit report for each audit 8 required under Paragraph 5.1.m. and shall submit each audit report to the People within sixty (60) 9 calendar days after completion of each respective audit. Each audit report shall include, but not be limited to, a complete description and discussion of all audit objectives, scope, and criteria, audit 1011 activities, audit findings and audit conclusions, and recommendations, and shall identify and 12 discuss all audit evidence considered or relied upon to support the audit conclusions. If an audit report regarding compliance with COX's CUSTOMER RECORD DISPOSAL PROCEDURES 13 14 reveals any deficiencies or otherwise indicates that a COVERED FACILITY is not complying with COX'S CUSTOMER RECORD DISPOSAL PROCEDURES, COX shall PROMPTLY take any 15 16 necessary corrective action and document any such corrective action taken. Documentation of the corrective action shall be provided to the People within 60 calendar days after receipt by the People 17 18 of each audit report.

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#### PAYMENTS FOR CIVIL PENALTIES, SUPPLEMENTAL

#### 20 ENVIRONMENTAL PROJECTS, FEES AND COSTS

COX shall, within forty-five (45) calendar days of entry of this Final Judgment on Consent, 21 22 pay three million three hundred eighteen thousand seven hundred dollars (\$3,318,700) to the People as civil penalties, funding for supplemental environmental projects, and reimbursement of 23 the costs of investigation and enforcement as set forth in Paragraphs 6.1 through 6.3 below. In 24 25 addition, as set forth in Paragraph 6.4 below, in lieu of payment of an additional two hundred 26eighty thousand nine hundred dollars (\$280,900) in civil penalties, COX shall make an in-kind 27 payment to the People of four hundred fifty thousand dollars (\$450,000) in air time (to be allocated 38 28

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by the People over a period of two consecutive years, starting sixty (60) calendar days after entry 1 2 of this Final Judgment on Consent) for Public Service Announcements created by the People to 3 educate the public on how to properly manage HAZARDOUS WASTE and UNIVERSAL 4 WASTE. Further, as set forth in Paragraph 6.5 below, in lieu of payment of an additional one 5 hundred fifty thousand four hundred dollars (\$150,400) in civil penalties, COX shall receive a credit in the amount of one hundred fifty thousand four hundred dollars (\$150,400) for 6 7 supplemental environmental compliance measures as set forth in Paragraph 6.5. Within the time 8 period set forth above, payments to (a) the Attorney General's Office for civil penalties and costs; 9 (b) the Craig Thompson Environmental Protection Prosecution Fund, and (c) the California Department of Toxic Substances Control shall be delivered to the Attorney General's 1011 representatives identified in Paragraph 10 for distribution pursuant to the terms of this Final Judgment on Consent. Payments of the amount owed to the Alameda District Attorney and the 12 remaining entities (except "Computers 2 SD Kids") identified in Exhibits K, L, and M shall be 13 14 delivered to the Alameda District Attorney's representatives identified in Paragraph 10 for 15 distribution pursuant to the terms of this Final Judgment on Consent. COX's payment to 16 "Computers 2 SD Kids" shall be delivered to an authorized representative of Computers 2 SD Kids and in accordance with the terms set forth in Exhibit L. Proof of payment (e.g., copy of the check) 17 to Computers 2 SD Kids shall be provided by COX to the People's representatives identified in 18 19 Paragraph 10 of this Final Judgment on Consent.

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#### 6.1. <u>Civil Penalties</u>

COX shall pay two million one hundred thousand dollars (\$2,100,000) as civil penalties
pursuant to the California Health and Safety Code, the California Government Code, and the
California Business and Professions Code, to the People and in accordance with the terms of
Exhibit K, attached and made a part of this Final Judgment on Consent by this reference.

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<sup>[</sup>Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

#### 6.2. Supplemental Environmental Projects

COX shall pay four hundred four thousand seven hundred dollars (\$404,700) for
supplemental environmental projects identified in, and in accordance with the terms of Exhibit L,
attached and made part of this Final Judgment on Consent by this reference.

#### 6.3 <u>Reimbursement of Costs of Investigation and Enforcement</u>

COX shall pay eight hundred fourteen thousand dollars (\$814,000) for reimbursement of
attorney's fees, costs of investigation, and other costs of enforcement to the entities identified in
and in accordance with the terms of Exhibit M, attached and made a part of this Final Judgment on
Consent by this Reference.

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#### 6.4. <u>Supplemental Environmental Project – Public Service Announcement</u>

11 In lieu of payment of an additional two hundred eighty thousand nine hundred dollars (\$280,900) in civil penalties and in accordance with the terms and conditions in Exhibit N, attached 12 and made part of this Final Judgment on Consent by this reference, COX shall (a) make an in-kind 13 14 payment to the People of four hundred fifty thousand dollars (\$450,000) in air time (to be allocated by the People over a period of two consecutive years starting sixty (60) calendar days after entry of 15 16 this Final Judgment on Consent as set forth in Exhibit N) for Public Service Announcements created by the People to educate the public on how to properly manage HAZARDOUS WASTE 17 and UNIVERSAL WASTE. 18

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#### 6.5. <u>Supplemental Environmental Compliance Measures</u>

6.5.a. Since December 2012, COX has implemented and expanded a program of 20 daily inspection of containers, bins, and dumpsters to ensure over and above compliance with 21 22 WASTE management obligations and obligations under other laws relevant to this Final Judgment on Consent. According to COX, the cost of this program per year has been approximately six 23 hundred sixty-five thousand dollars (\$665,000), resulting in a total anticipated cost of about 24 25 \$3,325,000 by December 2017. Pursuant to Paragraph 4.1.a (ii) of this Final Judgment on Consent, COX shall, for each COVERED FACILITY that generates waste, continue inspections, which 2627 COX estimates will amount to a total additional approximate cost of between six hundred sixty-40 28 [Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

five thousand dollars (\$665,000) and three million three hundred twenty-five thousand dollars
 (\$3,325,000) over five years from the date of entry of this Final Judgment on Consent.

3 6.5.b. Since December 2012, COX has also constructed and installed material 4 RECYCLING center (MRC) shelters/ canopies over WASTE sorting stations at COVERED 5 FACILITIES to ensure over and above compliance with WASTE management obligations. According to COX, the cost of these MRC shelters/ canopies has been the one-time set up cost of 6 7 approximately one hundred fifteen thousand six hundred dollars (\$115,600), plus anticipated repair 8 and replacement costs of approximately twenty-six thousand four hundred dollars (\$26,400) over 9 five years from the entry of this Final Judgment on Consent. COX intends to continue to maintain and, as necessary, upgrade or replace the MRCs and canopies, but reserves the right to adjust their 10 11 usage of canopies in light of changes to its WASTE management procedures.

12 6.5.c In recognition of COX's supplemental environmental compliance measures as enumerated under Paragraphs 6.5.a and 6.5.b above, COX will receive a supplemental 13 14 environmental project credit of one hundred thousand four hundred dollars (\$100,400) for the 15 implementation and expansion of its program of frequent inspection of containers, bins, and 16 dumpsters and an additional credit of fifty thousand dollars (\$50,000) for the construction, installation and maintenance of the MRC shelters/ canopies. For avoidance of doubt, the one 17 hundred fifty thousand four hundred dollars (\$150,400) credit shall not reduce COX's payment 18 19 obligations set forth in Paragraphs 6.1 through 6.4.

20

#### 6.6. <u>Copy of Payments to the People's Representatives</u>

COX shall send an electronic confirmation of any payment made by wire transfer to each of
the People's representatives identified in Paragraph 10 within 1 business day of payment.

23

#### 6.7. Late Payments

COX shall be liable for a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for
each business day that any payment required pursuant to Paragraphs 6.1 through 6.3 is late.
Whether a single payment or multiple payments are late on a given day, the total per day civil
penalty COX shall be liable for is limited to \$25,000.

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### 1 7. ENFORCEMENT OF FINAL JUDGMENT ON CONSENT AND 2 PENALTIES

7.1. The People may move this Court for additional relief for any violation of any provision
of this Final Judgment on Consent, including but not limited to, contempt, additional injunctive
remedies, or additional penalties. Nothing in this Final Judgment on Consent shall limit any rights
of the People to seek any other relief or remedies provided by law, or the rights of COX to defend
against any request of the People for such other relief or remedies.

7.2. COX may also ask the Court for appropriate relief regarding any interpretation or
dispute arising from or regarding the Final Judgment on Consent, provided that COX may not seek
to shorten the term of the injunction other than as provided in Paragraph 24.

11 **7.3.** The Parties shall meet and confer at least ten (10) business days prior to the filing of any application or motion relating to this Final Judgment on Consent, including, but not limited to, 12 any motion filed under Paragraph 7.1 or 7.2, and shall negotiate in good faith in an effort to resolve 13 14 any dispute without judicial intervention; provided, however, that the ten (10) business day period 15 referenced above shall be shortened to five (5) business days regarding any alleged violation of 16 Paragraph 4 through Paragraph 4.1.y. of this Final Judgment on Consent. If the Parties are unable to resolve their dispute after meet and confer discussions, either Party may move this Court for a 17 18 resolution of that dispute by the Court. This "meet and confer" procedure shall not apply to any 19 emergency relief that the People may seek, in its sole discretion, or to any separate enforcement 20 action.

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8.

#### MATTERS COVERED BY THIS FINAL JUDGMENT ON CONSENT

8.1. This Final Judgment on Consent is a final and binding resolution and settlement of the
claims, violations and causes of action alleged and known by the People against COX, in the
Complaint filed in this action regarding the MANAGEMENT of COVERED WASTE ITEMS and
SCRAP METAL, as well as the disposal of CUSTOMER RECORDS, at COVERED FACILITIES
during the relevant period of time as specified in Paragraph 20 of the Complaint [through and
including the date on which the Court enters this Final Judgment on Consent]. The matters

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described in the previous sentence are "Covered Matters." For avoidance of doubt, Cox Solutions 1 2 retail stores that are not operated by COX, but are owned or operated by a third party that is 3 unaffiliated or otherwise related to COX, are not COVERED FACILITIES and not within Covered 4 Matters. Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved 5 Claim." Reserved Claims include, without limitation, the following: any unknown violation; any violation regarding HAZARDOUS WASTE or UNIVERSAL WASTE other than those specified 6 7 in Paragraph 20 of the Complaint; any violation that occurs after entry of this Final Judgment on 8 Consent; any claims and causes of action referenced below in Paragraph 8.2, any violations of 9 California law, California statute, California regulation or ordinance, if any, by COX which are based on facts not expressly alleged by the Complaint or addressed as a Covered Matter; and any 10 11 claim, Notice of Violation, cause of action or pending investigation by DTSC or any CERTIFIED UNIFIED PROGRAM AGENCY or any PARTICIPATING AGENCY. Any claim, violation, or 12 cause of action against COX's independent contractors or subcontractors are also Reserved Claims. 13 14 Except as provided in Paragraph 8.3, the Parties each reserve all rights and defenses as to any Reserved Claim. 15

16 8.2. Further, any claims or causes of action against COX for performance of cleanup,
17 corrective action, or response action for any actual past or future releases, spills, or disposals of
18 HAZARDOUS WASTE or HAZARDOUS substances that were caused or contributed to by COX
19 at or from the COVERED FACILITIES are not Covered Matters.

8.3. In any subsequent action that may be brought by the People based on any Reserved
Claim, COX agrees that it will not assert that failing to pursue any Reserved Claim as part of this
action constitutes claim-splitting, laches or is otherwise inequitable because such claims should
have been brought as part of this action. This paragraph does not prohibit COX from asserting any
statute of limitations or other legal or equitable defenses that may be applicable to any Reserved
Claims.

8.4. In the event litigation is filed at any time by any entity that is not a party to this action
against COX arising out of or related to a Covered Matter, COX shall, within sixty (60) calendar

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days following service of such litigation upon COX, notify the People of such litigation. Upon 1 2 such timely notice, the People will promptly undertake a good faith effort to determine whether the 3 subsequent litigation is barred by the terms of this Final Judgment on Consent or the principle of 4 res judicata. If the People determine that the subsequent litigation is barred by the terms of this 5 Final Judgment on Consent or the principle of res judicata, the People may appear in person or in writing in such subsequent litigation to explain the People's view of the effect of this Final 6 7 Judgment on Consent on such litigation.

8 **8.5.** The provisions of Paragraph 8.1 are effective on the date of entry of the Final 9 Judgment on Consent. The continuing effect of Paragraph 8.1 is expressly conditioned on COX's full payment of the amounts due under this Final Judgment on Consent. 10

11 **8.6.** Paragraph 8.1 does not limit the right and ability of the People to enforce the terms of this Final Judgment on Consent. 12

8.7. COX covenants not to pursue any civil or administrative claims against the People or 13 14 against any agency of the State of California, any county or city in the State of California or any CUPA, PARTICIPATING AGENCY or local agency, or against their officers, employees, 15 16 representatives, agents or attorneys arising out of Covered Matter (unless such entities pursue claims against COX, in which case COX reserves all rights to assert any rights, claims, and 17 defenses it may have). Notwithstanding the prior sentence, with regard to the People, COX may 18 19 seek determinations from the Court regarding the provisions of this Final Judgment on Consent 20 pursuant to its terms.

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#### 9. **FORCE MAJEURE**

22 9.1 It is not a breach of COX's obligations under Paragraph 4 through Paragraph 4.1.y if COX is unable to perform due to a Force Majeure event. Any event due to acts of God, acts of 23 war or that arises beyond the control of COX that prevents the performance of such an obligation 24 25 despite COX's timely and diligent efforts to fulfill the obligation is a Force Majeure event. A 26*Force Majeure* event does not include financial inability to fund or complete the work, any failure 27 by COX's suppliers, contractors, subcontractors or other persons contracted to perform the work 44

for or on behalf of COX (unless their failure to do so is itself due to a *Force Majeure* event), nor does it include circumstances that could have been avoided if COX had complied with preventative 2 3 requirements imposed by law, regulation or ordinance.

4 9.2 If COX claims a *Force Majeure* event, it shall notify the People in writing within five 5 (5) business days of when COX first learns that the event will prevent performance of an obligation in Paragraph 4 through Paragraph 4.1.y. Within fourteen (14) calendar days after the date of the 6 7 written notice to the People, COX shall provide to the People a written explanation and description 8 of the reasons for the prevention of performance, all actions taken or to be taken to prevent or 9 mitigate the non-performance, the anticipated date for performance, an explanation of why the event is a Force Majeure event, and any documentation to support COX's explanation. Within 10 11 fourteen (14) calendar days of receipt of such explanation, the People will notify COX in writing whether the People agree or disagree with COX's assertion of a Force Majeure event. If the 12 Parties do not agree that a particular delay or lack of performance is attributable to a *Force* 13 14 Majeure event, either Party may petition the Court to resolve the dispute. If either Party petitions the Court to resolve the dispute, it will neither preclude nor prejudice the People from bringing a 15 16 motion to enforce any of the provisions of Paragraph 4 through Paragraph 4.1.y against COX as provided in Paragraph 8. 17

18 The time for performance of the obligations under Paragraph 4 through Paragraph 4.1.y 9.3 19 of this Final Judgment on Consent that are affected by a *Force Majeure* event will be extended for 20 such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the Force Majeure event shall not, of itself, extend the time for 21 22 performance of any other obligation.

23 If the People choose to enforce the provisions of Paragraph 4 through Paragraph 4.1.y 9.4 against COX for the failure to perform in spite of COX'S claim of a Force Majeure event, COX 24 25 may raise the claimed Force Majeure event as a defense to such an action and shall have the burden of proof to demonstrate the Force Majeure event. 26

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### 10. <u>NOTICE</u>

2	All submissions	and notices required by this Final Judgment on Consent shall be sent to:
3	For the People:	
4		Edward H. Ochoa, Supervising Deputy Attorney General
		Office of the Attorney General of California 600 West Broadway, Suite 1800
5		San Diego, CA 92101
6		
7		John W. Everett
8		Deputy Attorney General
9		Office of the Attorney General 600 West Broadway, Suite 1800 San Diego, CA 92101
10	and	
11		V
12		Kenneth Mifsud Assistant District Attorney
13		Alameda County District Attorney's Office, Consumer and Environmental Protection Division
14		7677 Oakport Street, Suite 650 Oakland, California 94621
	E COV	
15	For COX:	Angela N. Frazier Assistant General Counsel - Litigation
16		Cox Communications, Inc.
17		6205-B Peachtree-Dunwoody Road Atlanta, GA 30328
18	and	Sam Attisha
19	and	Senior Vice President, Region Manager
20		Cox Communications California.
21		5159 Federal Boulevard San Diego, CA 92105
	and	Anthony I Dain Esg
22	and	Anthony J. Dain, Esq. Procopio, Cory, Hargreaves & Savitch LLP
23		525 B Street, Suite 2200 San Diego, California 92101
24		San Diego, Camornia 92101
25	and	John J. Lormon, Esq.
26		Procopio, Cory, Hargreaves & Savitch LLP
27		525 B Street, Suite 2200 San Diego, California 92101
28		46
20	[Proposed] Final Judgmen	nt and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)
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Any Party may change its notice name and address by informing the other Party in writing, but no change is effective until it is received. All notices and other communications required or permitted under this 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) calendar days following deposit in the United States mail, postage prepaid, if delivered by mail.

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#### 11. <u>EFFECT OF FINAL JUDGMENT ON CONSENT</u>

8 Except as expressly provided in this Final Judgment on Consent, nothing in this Final 9 Judgment on Consent is intended nor shall it be construed to preclude the People, or any state, county, city, or local agency, department, board or entity, or any CUPA from exercising its 1011 authority under any law, statute or regulation. Furthermore, nothing in this Final Judgment on Consent shall be construed to create an employer-employee relationship between COX and any 12 third-party contractor, nor shall it be construed to excuse COX from compliance with any 13 14 applicable laws and regulations. Except as expressly provided in this Final Judgment on Consent, 15 COX retains all of its defenses to the exercise of the aforementioned authority.

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#### 12. <u>NON-LIABILITY OF THE PEOPLE</u>

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

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#### 13. NO WAIVER OF RIGHT TO ENFORCE

The failure of the People to enforce any provision of this Final Judgment on Consent shall
neither be deemed a waiver of such provision nor in any way affect the validity of this Final
Judgment on Consent. The failure of the People to enforce any such provision shall not preclude it
from later enforcing the same or any other provision of this Final Judgment on Consent. Except as

expressly provided in this Final Judgment on Consent, COX retains all defenses allowed by law to
any such later enforcement. No oral advice, guidance, suggestions or comments by employees or
officials of any Party regarding matters covered in this Final Judgment on Consent shall be
construed to relieve any Party of its obligations under this Final Judgment on Consent.

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#### 14. FUTURE REGULATORY CHANGES

Nothing in this Final Judgment on Consent shall excuse COX from meeting any more
stringent requirements that may be imposed by applicable law or by any changes in the applicable
law. To the extent future statutory and regulatory changes make COX's obligations less stringent
than those provided for in this Final Judgment on Consent, the Parties shall meet and confer
pursuant to the provisions of paragraph 7.3 of this Final Judgment on Consent, to modify the
obligation at issue. If the Parties are unable to resolve their differences, COX may apply to this
Court on noticed motion for modification of those obligations contained herein.

13

#### 15. <u>APPLICATION OF FINAL JUDGMENT ON CONSENT</u>

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

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#### 16. <u>CONTINUING JURISDICTION</u>

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

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### 17. <u>ABILITY TO INSPECT COVERED FACILITIES AND COPY RECORDS</u> AND DOCUMENTS

On reasonable notice, COX shall permit any duly authorized representative of the People to
 inspect any of the COVERED FACILITIES and to inspect and/or copy COX's records and
 documents to determine whether COX is in compliance with the terms of this Final Judgment on
 Consent. Nothing in this Final Judgment on Consent is intended to limit in any way the right of
 entry or inspection that any agency may otherwise have by operation of any law. Furthermore,
 nothing in this Paragraph is intended to require access to or production of any documents that are
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protected from production or disclosure by the attorney-client privilege, attorney work product 1 2 doctrine, any other applicable privilege, defenses, exemptions, or immunities afforded to COX 3 under applicable law, nor does it waive any of the objections or defenses to which COX would be 4 entitled in responding to requests for documents made by subpoena or other formal legal process or 5 discovery. This obligation shall not require COX to alter its normal document retention policies (including but not limited to policies regarding backup tapes for electronic documents); provided, 6 7 however, that COX's policies must comply with Health and Safety Code chapter 6.5 and California 8 Code of Regulations, title 22.

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#### 18. PAYMENT OF LITIGATION EXPENSES AND FEES

Except as otherwise provided in Paragraph 6.3 of this Final Judgment on Consent, COX and
the People shall each pay their own attorney fees, expert witness fees and costs and all other costs
of litigation and investigation.

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#### **19. DECLARATION UNDER PENALTY OF PERJURY**

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

18 "Based on the combination of my personal knowledge and belief formed in reliance on the 19 information provided to me as described within this declaration, after conducting reasonable 20 inquiry, and relying upon the advice of legal counsel, I hereby declare under penalty of perjury that 21 the information contained in or accompanying this submission is true, accurate, and complete."

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#### 20. INTERPRETATION

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

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#### 21. <u>INTEGRATION</u>

This Final Judgment on Consent constitutes the entire agreement between the Parties as to its
subject matter, and may not be amended or supplemented except as provided for in the Final
Judgment on Consent. This Final Judgment on Consent supersedes any and all prior
understandings and agreements, whether written or oral, between the Parties with respect to its
subject matter. No oral representations have been made or relied upon other than as expressly set
forth herein.

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#### 22. MODIFICATION OF FINAL JUDGMENT ON CONSENT

9 This Final Judgment on Consent may be modified upon written consent by all of the Parties 10 with the approval of the Court or, if written consent to the proposed modification cannot be 11 obtained, on noticed motion by one of the Parties (provided that COX may not seek to shorten the 12 term of the injunction other than as provided in Paragraph 24). Prior to filing any such noticed 13 motion, the Parties shall follow the dispute resolution requirements set forth in Paragraph 7.3 of 14 this Final Judgment on Consent.

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#### 23. <u>STATUS REPORTS</u>

16 Beginning one hundred eighty (180) calendar days after entry of this Final Judgment on Consent, for as long as this Final Judgment on Consent remains in effect, COX shall submit an 17 18 annual status report to the People's representatives listed in Paragraph 10 above. The status report 19 shall: briefly summarize the actions that COX has taken at each COVERED FACILITY during the previous year in order to comply with its obligations under this Final Judgment on Consent; 20disclose any notices of violation that COX has received pertaining to the matters covered in this 21 22 Final Judgment on Consent and disclose any corrective actions taken as a result; and set forth any penalties COX has paid to any governmental agency for noncompliance arising from COX's 23 business operations in California for the matters covered in this Final Judgment on Consent. Each 24 25 status report shall be signed under penalty of perjury by an appropriate COX representative from 26management in accordance with the requirements of Paragraph 19. Beginning with the second 27 annual report, and on an annual basis for as long as this Final Judgment on Consent remains in 50

effect, COX shall submit to the People's representatives listed in Paragraph 10 above an updated
 COVERED FACILITIES list in the same format as Exhibit A.

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 ///

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51 [Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

### 24. TERMINATION OF FINAL JUDGMENT ON CONSENT

At any time after this Final Judgment on Consent has been in effect for five (5) years, and 2 provided COX has paid any and all amounts due under the Final Judgment on Consent and has 3 been in substantial compliance with the injunctive terms herein, COX may, after first providing 4 ninety (90) calendar days written notice to the People, file a motion requesting a Court order that 5 the injunctive provisions of Paragraphs 4 and 5 shall have no prospective force or effect based on 6 COX's demonstrated history of compliance with the Final Judgment on Consent. If the People 7 agree that COX has demonstrated that it substantially complied with the obligations set forth in the 8 Final Judgment on Consent, the People may file a statement of non-opposition to COX's motion. 9 If the People disagree, the People may file a responsive pleading setting forth the People's 10 reasoning and will recommend that the Final Judgment on Consent, including the injunctive 11 provisions, remain in effect for a specified period. Within sixty (60) calendar days of the filing of 12 COX's motion, the People may file either a statement of non-opposition, or a response, and within 13 sixty (60) calendar days of the filing of COX's motion, COX may file a reply. The Parties agree 14 that the Court may grant COX's request upon determining that COX has demonstrated that it 15 substantially complied with the obligations set forth in the Final Judgment on Consent. If the 16 Court does not grant COX's request or does not grant a termination of all injunctive requirements 17 of Paragraphs 4 and 5, COX may file a subsequent motion asking for termination of all injunctive 18 requirements provided that any such motion is filed more than one year after the Court issues its 19 order denying COX's prior motion. The People may file either a statement of non-opposition or a 20 response to such subsequent motion filed by COX. 21

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

2018

25		ħ.,	
26	Dated:	May	(
27		J	

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Thnothy B. Taylor

JUDGE OF THE SUPERIOR COURT

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[Proposed] Final Judgment and Permanent Injunction on Consent in People v. Cox Communications California, LLC (Case no. 37-2018-00024509-CU-TT-CTL)

# EXHIBIT A

#### EXHIBIT A

### LIST OF COVERED FACILITIES, RETAIL STORES, AND WASTE INSPECTION SCHEDULE\*\* (AS OF MARCH 6, 2018)

No.	Facility	Address	County	Туре	Trash	Inspection	Noles
0	ERED FACILITIES Want	nouses and Field Technician Facilities		Contraction of the second second	Receptacles	Schedule	
1	Torrance	3415 Kashiwa Street					10
•	Urrance		Los Angeles	Warehouse	Locked,	Trash Receptacles	Opened in February 2016
2	ICON	Torrance, CA 90505	0		Not Shared	at least weekly*	
4	ICON	20 Icon	Orange	Warehouse	Locked,	Trash Receptacles	Opened in December 2015
2	Ob. do Marto	Foothill Ranch, CA 92610			Not Shared	at least weekly"	
3	Chula Vista	784 Bay Boulevard	San Diego	Warehouse	Locked,	Trash Receptacles	
	A	Chula Vista, CA 91910			Not Shared	at least weekly*	
4	Gillespie	1985 Gillespie Way	San Diego	Warehouse	Locked,	Trash Receptacles	
		El Cajon, CA 92020			Not Shared	at least weekly*	
5	Oceanside	1922 Avenida del Oro	San Diego	Warehouse	Locked,	Trash Receptacles	
		Oceanside, CA 92056			Not Shared	at least weekly*	
6	Federal	5159 Federal Boulevard	San Diego	Warehouse/	Locked,	Trash Receptacies	Retail store on this campus uses 1535 Euclid
		San Diego, CA 92105		MTC/ Retail	Not Shared	at least weekly*	Avenue as its address. MTC on this campus
_						-	uses 1441 Fudid Avenue as its address
7	Fairview	22 South Fairview Avenue	Santa	Warehouse/	Locked,	Trash Receptacles	
_		Goleta, CA 93117	Barbara	MTC	Not Shared	at least weekly*	
ET/	AIL STORES	and a second second second	1.	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1			
8	Quail Hill Retail Store	6771 Quail Hill Parkway	Orange	Retail	Shared	Waste and recycle	
		Invine, CA 92602				bins in store daily	
9	Woodbury Retail Store	6234 Irvine Boulevard	Orange	Retail	Shared	Waste and recycle	
		Irvine, CA 92620				bins in store daily	
10	Laguna Nigel Retail Store	28950 Golden Lantern, Suite C	Orange	Retail	Shared	Waste and recycle	
		Laguna Niguel, CA 92677				bins in store daily	
11	Orchard Retail Store	23704 El Toro Road, Suite SS-B	Orange	Retail	Shared	Waste and recycle	
		Lake Forest CA 92630	erange.	- Conditi	CHARLE CHA	bins in store daily	
12	RSM Retail Relocation	30652 Santa Margarita Parkway	Orange	Retail	Shared	Waste and recycle	Opened in December 2015
		Rancho Santa Margarita, CA 92688	orange	e ve ton	OLIGE CA		Opened in December 2015
13	Chula Vista Retail Store	581 Telegraph Canyon Road	San Diego	Retail	Shared	bins in store daily Waste and recycle	
	entre freta freta i etere	Chula Vista, CA 91910	oun brego	( veron	Gridrev		
14	Escondido Retail Store	1264 Auto Parkway, Suite A	San Diego	Retail	Shared	bins in store daily	
	Laconalao Netan otore		San Diego	rvetan	Shared	Waste and recycle	
15	Oceanside Retail Store	Escondido, CA 92029 461 College Boulevard	San Diego	Retail	Shared	bins in store daily	
12	oceanside riciali store		San Diego	rtetall	Shared	Waste and recycle	
16	Hillcrest Retail Store	Oceanside, CA 92057	0	0.1.1	<b>A</b>	bins in store daily	
10	milicrest rietali Store	1220 Cleveland Ave, Suite M-107	San Diego	Retail	Shared	Waste and recycle	
17	Castra Datal Casa	San Diego, CA 92103	10.0			bins in store daily	
u.	Santee Retail Store	9349 Mission Gorge Rd., # 116-117	San Diego	Retail	Shared	Waste and recycle	
		Santee, CA 92071				bins in store daily	
18	Loreto Plaza Retail Store	3303 State Street	Santa	Retail	Shared	Waste and recycle	
		Santa Barbara, CA 93105	Barbara			bins in store daily	
	and the second se	OSED; NOT COVERED FACILITIES)	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1				
19	Banderas	29947 Avenida de las Banderas	Orange	Closed	N/A	N/A	Former warehouse/MTC/retail facility; closed
		Rancho Santa Margarita, CA 92688			-		warehouse and retail operations in 2015
20	Palos Verdes	43 Peninsula Center	Los Angeles	Warehouse/	N/A	N/A	Former warehouse/MTC facility, closed
		Rolling Hills Estates, CA 90274		MTC			warehouse operations in 2016
21	Terraces Retail Store	28821 S. Western Avenue, Unit 225	Los Angeles	Retail	N/A	N/A	Former retail store that closed in 2015
		Rancho Palos Verdes, CA 90275	-				
22	N/A	2470 Western Avenue	Los Angeles	Closed	N/A	N/A	Former retail store that closed in 2010
		San Pedro, CA 90732					
23	N/A	866 Jackman Street	San Diego	Closed	N/A	N/A	Former retail store that closed in 2010
		El Caion, CA 92020					strife retail dury diat croace in 2010
24	N/A	6553 Pardall Road	Santa	Closed	N/A	N/A	Former retail store that closed in 2010
		Goleta, CA 93117	Barbara	Crosed			ormer retail store triat closed in 2010
25	N/A	750 Tech Drive	Santa	Closed	N/A	N/A	Former retail store that slave die 2000
		Goleta CA 93117	Barbara	Canaca	i v A		Former retail store that closed in 2009
ner	ected on a weekly (not more	than 7-day intervals) basis,	Toarpara		L		
	were on a meeting (not more	num tradit michadial edala.					

\*\* At regular intervals but no less that once a week as required by paragraph 4.1.a (ii) of the Final Judgment on Consent, COX shall inspect the TRASH RECEPTACLES at each of its non-RETAIL STORE COVERED FACILITIES and the trash bags lining WASTE and RECYCLING receptacles inside its RETAIL STORES before those trash bags are removed to an outside WASTE, RECYCLING, or trash receptacle. COX shall document and log the results of such inspections as required by paragraph 4.1.a (ii) of the Final Judgment on Consent.

# EXHIBIT B

#### Exhibit B Form of Declaration for Covered Facilities No Longer Owned or Operated by Cox

I have read Paragraph 4.0.a. through 4.0.c. of the Final Judgment on Consent and am aware of its provisions. I have undertaken a diligent review of information provided to me by the responsible management and staff in accordance with the duties of their employment by COX and I hereby declare as follows:

As of \_\_\_\_\_\_, COX has not left any HAZARDOUS WASTE or UNIVERSAL WASTE constituting COVERED WASTE ITEMS or SCRAP METAL at said COVERED FACILITY, and that at the time that COX was closing its operations at said COVERED FACILITY, COX MANAGED the HAZARDOUS WASTE and UNIVERSAL WASTE in accordance with California law.

Based on the combination of my personal knowledge and a belief formed in reliance on the information provided to me as described within this declaration, after conducting reasonable inquiry, and relying upon the advice of legal counsel, I hereby declare under penalty of perjury that the information contained in or accompanying this submission is true, accurate, and complete.

Date: \_\_\_\_\_

Name:	 		
Title:	 	- 17	

# EXHIBIT C

EXHIBIT C Form of Trash Receptacle Signage



### EXHIBIT D

#### EXHIBIT D Form of Inspection Log

Cox Communications "Quarantine Log" (Trash Receptacle Waste Inspections)										
Covered Facility Name:		Month								
Facility Address:										
Applies to:										
Inspection Date Time	Waste Inspector Name First Last	Waste Items Item Type Quantity	s Found Location Found	What Was Done With Items Found Where Items Were Placed Subject to Final Disposition						
			-							

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### EXHIBIT E

EXHIBIT E Form of Scrap Metal Container Signage



### EXHIBIT F

#### Exhibit F Form of Declaration Regarding Post-December 1, 2012 Compliance

I have read Paragraph 4.1.h. of the Final Judgment on Consent and am aware of its provisions. I have undertaken a diligent review of information provided to me by the responsible management and staff in accordance with the duties of their employment by COX and I hereby declare as follows:

- 1. My name is \_\_\_\_\_\_, and I am employed by Cox Communications California, LLC ("COX") as the \_\_\_\_\_.
- 2. My job responsibilities from December 1, 2012 to the present include
  - a. Commencing December 1, 2012, each COVERED FACILITY kept 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. COX took the following actions to ensure compliance with the aforementioned regulations.
  - b. [insert description]
  - c. [insert description]
  - d. [insert description]

Based on the combination of my personal knowledge and a belief formed in reliance on the information provided to me as described within this declaration, after conducting reasonable inquiry, and relying upon the advice of legal counsel, I hereby declare under penalty of perjury that the information contained in or accompanying this submission is true, accurate, and complete.

Date: \_\_\_\_\_

Name:		 	••
Title:	 	 	

# EXHIBIT G

#### EXHIBIT G WASTE TRACKING DOCUMENTATION

The WASTE tracking documentation referenced in Paragraph 4.1.h. of the Final Judgment on Consent shall include the GENERATOR name, description of WASTE, quantity, date of transport, and DESTINATION FACILITY of HAZARDOUS WASTE manifests and UNIVERSAL WASTE bills of lading for all COX shipments of COVERED WASTE ITEMS from COVERED FACILITIES to any offsite location, including, but not limited to, a UNIVERSAL WASTE HANDLER, DESTINATION FACILITY, FOREIGN DESTINATION, or RECYCLING contractor, for the year, in a form substantially similar to the WASTE tracking spreadsheets COX provided to the People on March 18, 2016 for 2013, 2014, and 2015.

### **EXHIBIT H**

EXHIBIT H Form of Waste Container Signage





### EXHIBIT I

#### EXHIBIT I

#### FORM OF EMPLOYEE TRAINING DECLARATION

I have read Paragraph 4.1.r. of the Final Judgment on Consent and am aware of its provisions. I have undertaken a diligent review of a summary of training records that lists all COVERED EMPLOYEES who are required to complete training under the law and/or the Final Judgment on Consent for MANAGEMENT of HAZARDOUS WASTE and UNIVERSAL WASTE, and any identified exceptions.

As of \_\_\_\_\_\_, the HAZARDOUS WASTE training and/or UNIVERSAL WASTE training was provided to all COVERED EMPLOYEES and systems to provide and track required training were implemented at all COVERED FACILITIES in order to achieve compliance with California Code of Regulations, title 22, sections 66265.16, and 66273.36 and Paragraphs 4.1.r.(i) and 4.1.r.(ii) of the Final Judgment on Consent, with the following exceptions:

[List number of employees who have not received training and exceptions];

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

Based on the combination of my personal knowledge and a belief formed in reliance on the information provided to me as described within this declaration, after conducting reasonable inquiry, and relying upon the advice of legal counsel, I hereby declare under penalty of perjury that the information contained in or accompanying this submission is true, accurate, and complete.

Date: \_\_\_\_\_

Name:	 **	•		
Title: _	 	 		

# EXHIBIT J
### EXHIBIT J FORM OF DECLARATION REGARDING RESPONSIBLE FACILITY EMPLOYEES

I have read Paragraph 4.1.t. of the Final Judgment on Consent and am aware of its provisions. I have undertaken a diligent review of the following information provided to me by the responsible management and staff in accordance with the duties of their employment by COX, as follows:

[Describe information provided]

As of \_\_\_\_\_\_, the following individuals have been designated as the Responsible Facility Employee(s), as that term is described in Paragraph 4.1.t. of the Final Judgment on Consent, each having received the requisite training, and having been provided a copy of the Final Judgment on Consent, for the following COVERED FACILITIES:

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	According Facility Final According Address and Contact Information
A - a - a - a - a - a - a - a - a - a -	

Based on the combination of my personal knowledge and a belief formed in reliance on the information provided to me as described within this declaration, after conducting reasonable inquiry, and relying upon the advice of legal counsel, I hereby declare under penalty of perjury that the information contained in or accompanying this submission is true, accurate, and complete.

Date: \_\_\_\_\_

Name:	 	-	 	
Title:				<u></u>

## EXHIBIT K

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## EXHIBIT K Terms of Civil Penalties

Row#	Attorney General, District Attorneys and City Attorneys Offices Receiving Civil Penalties	Total Penalties to be Paid [Business & Professions Code §§ 17200 and 17206 and Government Code § 26506 <sup>1</sup> ]
1	Attorney General's Office (see endnote) <sup>2</sup>	\$1,050,000
2	Alameda County District Attorney's Office (see endnote) <sup>3</sup>	\$ 700,000
3	Los Angeles County District Attorney's Office	\$ 25,000
4	Orange County District Attorney's Office	\$ 100,000
5	San Diego County District Attorney's Office	\$ 175,000
6	San Diego City Attorney's Office	\$ 25,000
7	Santa Barbara County District Attorney's Office	\$ 25,000
	TOTAL PENALTIES (see endnote 1)	\$ 2,100,000

<sup>1</sup> 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.

<sup>2</sup> Pursuant to the terms of the Stipulation for Entry of Final Judgment, COX shall pay the Attorney General's portion of civil penalties in the total amount of \$1,050,000 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." Each check shall bear on its face the case name ("People v. Cox Communications California, LLC, et al.") and the internal docket number for this matter (OK2012506375). The money paid to the Attorney General pursuant to this Final Judgment 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 DOCS 120009-000001/3227437.1

Exhibit K to Final Judgment on Consent

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.

<sup>3</sup> Pursuant to the terms of the Final Judgment on Consent, the Alameda County District Attorney's Office's (hereinafter "ACDA") share of the penalty settlement amount is \$1,050,000. Of this amount, a total of \$350,000\_ will be redistributed to the district attorneys of the counties and the city attorney of the city listed in rows 3-7 of this Exhibit K (which have COVERED FACILITIES within their jurisdiction), and apportioned in the amounts specified in Exhibit K. Separate checks will be issued by ACDA to each individual office in the amount specified.

## EXHIBIT L

### EXHIBIT L SUPPLEMENTAL ENVIRONMENTAL PROJECTS<sup>1</sup>

1. **California Department of Toxic Substances Control.** COX shall provide the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) 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.** COX shall provide the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000) to be used by the Craig Thompson Environmental Protection Prosecution Fund ("EPPF Fund") for purposes consistent with the mission of the Trust for the EPPF fund.

3. **California Hazardous Material Investigators Association (CHMIA).** COX shall provide the amount of FORTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$45,700) 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 Environmental Circuit Prosecutor Project.** COX shall provide the amount of FIFTY THOUSAND DOLLARS (\$50,000) to be used by the California District Attorneys Association Environmental Circuit Prosecutor Project for purposes consistent with the objectives of the Environmental Circuit Prosecutor Project.

5. **Computers 2 SD Kids.<sup>2</sup>** COX shall provide the amount of ONE HUNDRED EIGHTY-FOUR THOUSAND DOLLARS (\$184,000) to be used by Computers 2 SD Kids for purposes consistent with the objectives of the Computer 2 SD Kids organization.

<sup>&</sup>lt;sup>1</sup> With the exception of Computers 2 SD Kids, the agencies and entities receiving funds for the supplemental environmental projects defined herein shall ensure that these funds are expended for the purposes specified in this Exhibit L, 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 10 of this Final Judgment on Consent.

<sup>&</sup>lt;sup>2</sup> Computers 2 SD Kids shall ensure that these funds are expended for the purposes specified in this Exhibit L and shall, until the exhaustion of the funds provide an annual declaration to COX describing the specific uses of the funds. COX shall include this annual declaration as an attachment to COX's annual status report required under Paragraph 23 of this Final Judgment on Consent.

# EXHIBIT M

Row #	California Attorney General, District Attorneys and Agency Receiving Reimbursement of Costs	Total Costs to be Paid
1	California Attorney General's Office(see endnote) <sup>1</sup>	\$ 402,000
2	Alameda County District Attorney's Office	\$ 402,000
3	Department of Toxic Substances Control	\$ 10,000
4	Total Reimbursement of Costs	\$ 814,000

EXHIBIT M TERMS OF REIMBURSEMENT OF COSTS OF INVESTIGATION AND ENFORCEMENT

<sup>&</sup>lt;sup>1</sup> Pursuant to the terms of the Final Judgment on Consent, the COX shall pay \$402,000 to the California Attorney General's Office for reimbursement of the Attorney General's attorney's fees, costs of investigation and other enforcement costs incurred in connection with this matter. The check for the Attorney General's portion of costs shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The check shall bear on its face the case name ("People v. Cox Communications California, LLC, et al.") and the internal docket number for this matter (OK2012506375). The money paid to the Attorney General pursuant to this Final Judgment 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 N

#### EXHIBIT N

#### SUPPLEMENTAL ENVIRONMENTAL PROJECTS

#### **PUBLIC SERVICE ANNOUNCEMENTS**

In lieu of payment of an additional two hundred eighty thousand nine hundred dollars (\$280,900) in civil penalties, and in accordance with the following terms and conditions, Cox Communications California, LLC ("Cox"), through its affiliate COX MEDIA, LLC ("COX MEDIA"), and on behalf of COX (the defendant as defined in paragraph 3 of this Final Judgment on Consent), shall make an in-kind payment to the People with a value of four hundred fifty thousand dollars (\$450,000) in broadcast time for the airing by COX MEDIA of Public Service Announcements ("PSAs") created by the People to educate the public on the subject of how to properly manage HAZARDOUS WASTE (including UNIVERSAL WASTE) regulated by the State of California.

#### 1.0. CONTENT

1.1. The People are solely responsible for developing and producing the PSAs. The People shall have full creative control over the content of the PSAs, and are solely responsible for ensuring that all content of the PSAs provided by the People (the "Content") shall not infringe the rights of any third party, including without limitation, any copyright, trademark or other intellectual property rights, or any rights of privacy or publicity, or violate any laws or regulations. The People are responsible for obtaining all necessary rights, releases, licenses, permits, and/or other authorizations to use materials in the Content, including without limitation, real or personal property, photographs, props, merchandise, artwork, stock footage, musical performances, musical compositions or any other property or rights belonging to third parties.

1.2. The Content shall conform with all federal and state statutory and regulatory requirements for such announcements, as well as with all COX MEDIA policies and guidelines applicable to such announcements.

1.3. The PSAs shall take the form of a 15 or 30 second video message.

1.4. The People have provided four links to media files that contain the PSAs to COX MEDIA, and have represented to COX MEDIA that the content of the media files will not change during the term of the Judgment on Consent. COX MEDIA has reviewed those materials for conformity with the requirements described in Paragraph 1.2 above and, at the time of review, COX MEDIA was not aware of any issues that would preclude the broadcasting of the PSAs.

## 2.0. DELIVERY OF CONTENT TO COX MEDIA

2.1. The PSAs delivered to COX MEDIA by the People shall conform to technical specifications provided by COX MEDIA.

2.2 The PSAs shall only air in COX households in the COX market areas in the Designated Market Areas (DMAs) of San Diego, California.

2.3. The People shall successfully upload the PSA(s) to COX MEDIA in accordance with Paragraph 2.1 above, at least thirty (30) calendar days prior to the first day of the first month scheduled by COX MEDIA for the broadcasting of PSAs.

2.4. The People may replace the initially provided PSA(s) with a new PSA or PSAs, or request that multiple PSAs run simultaneously to the extent feasible.

## 3.0. SCHEDULING OF BROADCASTING

3.1. The People shall expend the total commitment from COX, through its affiliate COX MEDIA, of four hundred fifty thousand dollars (\$450,000) in airtime value for the PSAs over a period of two consecutive years starting sixty (60) calendar days after entry of the Final Judgment on Consent (Initial Airtime Term).

3.2. COX, through COX MEDIA, will make good faith efforts to broadcast the PSAs with an airtime value of not less than \$450,000 over the Initial Airtime Term. If, at the end of five-hundred forty (540) calendar days after entry of the Final Judgment on Consent, either party is concerned that sufficient broadcasts of the PSAs are not occurring to fulfill the expenditure of the remaining airtime value within the Initial Airtime Term as set forth in section 3.1 above, the party may, pursuant to Paragraph 7.3 of the Final Judgment on Consent, request the parties meet and confer on a further plan to assure the broadcast values are expended within the Initial Airtime Term as set forth in section 3.1.

3.3. Nothing in this Exhibit N or elsewhere in the Final Judgment on Consent shall preclude COX from offering additional options for the People to select in the People's sole discretion with respect to the PSAs.

3.4. The PSAs shall be broadcast on COX MEDIA's insertable networks between the hours of 6:00 a.m. and 12:00 Noon and 3:00 p.m. and 12:00 a.m. ("broadcast period"), subject to COX MEDIA's normal insertion practices and procedures, and at a time and date determined by COX MEDIA in its sole discretion. Subject to the provisions of section 3.2 above, COX MEDIA has sole discretion to determine when a PSA will air between the broadcast period and COX MEDIA makes no guarantees to the People regarding when a PSA will air between such hours. COX MEDIA shall exercise such discretion in a reasonable manner. All PSAs are pre-emptible by other PSAs and advertisements from other COX MEDIA clients. Notwithstanding anything to the contrary in this Exhibit N, COX MEDIA has no obligation to, and does not intend to air any PSA during any political window- which the Parties understand to mean forty-five (45) calendar days prior to any primary or special election in the State of California and sixty (60) calendar days prior to any general election in the State of California.

3.5. For purposes of fulfilling the above described monetary commitments of broadcast time, COX MEDIA shall value the broadcasting of the People's PSAs at twenty-nine cents (\$0.29) per one thousand subscribers, per headend, per network/channel, regardless of when the PSA airs.

#### 4.0. **REPORTING**

4.1 COX MEDIA shall provide to the People, within six weeks of the end of any broadcast month in which the People's PSA aired, its standard summary and detailed reports on

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the times, systems, headends and networks/channels where the People's PSAs were broadcast and the value associated with each of those broadcasts.

## 5.0 **DISPUTE RESOLUTION**

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5.1 Any disputes between COX and the People regarding implementation of this Supplemental Environmental Project shall be resolved using the dispute resolution procedure set forth Paragraph 7.3 in this Final Judgment on Consent.