

1 KAMALA D. HARRIS
Attorney General of California
2 MARGARITA PADILLA, State Bar No. 99966
DAVID A. ZONANA, State Bar No. 196029
3 Supervising Deputy Attorneys General
EDWARD H. OCHOA, State Bar No. 144842
4 Deputy Attorney General
1515 Clay Street, 20th Floor
5 P.O. Box 70550
Oakland, CA 94612-0550
6 Telephone: (510) 622-2145
Facsimile: (510) 622-2270
7 E-mail: David.Zonana@doj.ca.gov

8 NANCY E. O'MALLEY
District Attorney of the County of Alameda
9 KENNETH A. MIFSUD, State Bar No. 144000
Assistant District Attorney
10 KEVIN WONG, State Bar No. 215446
Deputy District Attorney
11 Consumer and Environmental Protection Unit
7677 Oakport Street, Suite 650
12 Oakland, California 94621
Telephone: (510) 383-8600
13 Facsimile: (510) 383-8615

14 *Attorneys for The People of the State of California*

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF ALAMEDA
17

18
19 **THE PEOPLE OF THE STATE OF CALIFORNIA,**

20 Plaintiff,

21 v.

22
23 **COMCAST CABLE COMMUNICATIONS LLC, a Delaware Limited Liability Company,**

24 Defendant.
25

Case No. _____

STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT

Action filed: December __, 2015

1 This Stipulation for Entry of Final Judgment and Permanent Injunction on Consent
2 (“Stipulation”) is entered into by Plaintiff, the People of the State of California (“People”) and
3 Defendant Comcast Cable Communications, LLC, a Delaware limited liability company
4 (hereafter “Defendant” or the “COMCAST CABLE”). For purposes of this Stipulation, the
5 People and Defendant shall be referred to collectively as “Parties.”

6 INTRODUCTION

7 This matter relates to the People’s investigation into Defendant’s compliance with state
8 laws and regulations governing the waste determination, storage, handling, transportation, and
9 disposal of hazardous and universal waste, as applied to electronic equipment (such as set top
10 boxes, modems, embedded multimedia terminal adapters (“EMTAs”), routers, remote controls,
11 transformers, customer premises equipment (“CPE”), power adapters, CPE power supplies,
12 remote terminals, field testing equipment, devices containing meters, splitters, cable filters, taps,
13 AB switches, network interface cards and printed circuit boards), batteries (such as lead-acid,
14 lithium-ion and alkaline batteries), aerosol cans, lamps, mercury-added lamps, cable, amplifiers,
15 scrap metal, as well as certain other items used or carried by technicians (specifically: adhesives
16 and glues, caulking, and sealants, petroleum based greases & lubricants, paints, freon, lighter
17 fluid, propane, machine polish, denatured alcohol, and printer cartridges) that have become waste
18 within the meaning of Health and Safety Code sections 25117 and 25124, and the corresponding
19 title 22 California Code of Regulations (defined as “target waste” in Paragraph 25 of the
20 Complaint for Permanent Injunction, Civil Penalties and Other Equitable Relief (the
21 “Complaint”) filed concurrently herewith), and associated employee training requirements,
22 pursuant to Health and Safety Code Chapter 6.5 at or in connection with Defendant’s specified
23 “COVERED FACILITIES” (defined in Paragraph 3 of the Final Judgment and Permanent
24 Injunction on Consent [the “Final Judgment on Consent”] attached hereto as **Exhibit No. 1**) in
25 California from January 1, 2005 through and including the date of filing of the Complaint. In
26 addition, this matter relates to the People’s investigation into Defendant’s compliance with state
27 laws governing the management of customer records in California from January 1, 2005 through
28 and including the date of filing of the Complaint² As set forth in the Complaint, the People allege

STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT

Case No. _____

1 that Defendant violated Chapter 6.5 of Division 20 of the Health and Safety Code and the
2 regulations promulgated under this chapter; and Business and Professions Code section 17200, et
3 seq., by its waste determination, storage, handling, transportation, and disposal of target waste at
4 or in connection with Defendant's COVERED FACILITIES in California from January 1, 2005,
5 through and including the date of filing of the Complaint. In addition, the People allege that
6 Defendant violated Business and Professions Code section 17200 et seq., by its management of
7 customer records at Defendant's COVERED FACILITIES in California from January 1, 2005,
8 through and including the date of filing of the Complaint. COMCAST CABLE does not admit
9 any issue of fact or law alleged therein or any violation of law.

10 The Parties engaged in settlement negotiations prior to the filing of this Stipulation. In
11 these negotiations, the People were represented by the Attorney General of the State of California
12 and the District Attorney for the County of Alameda. Defendant was represented by Latham &
13 Watkins LLP and Davis Wright Tremaine LLP.

14 The People believe that the resolution embodied in this Stipulation and the Final Judgment
15 on Consent are fair and reasonable and fulfills the People's enforcement objectives; that the terms
16 of the Final Judgment on Consent are appropriate; that no further action is warranted concerning
17 the violations alleged in the Complaint, except as provided in the Final Judgment on Consent; and
18 that entry of the Final Judgment on Consent is in the best interest of the public. COMCAST
19 CABLE agrees that the Final Judgment on Consent is a fair and reasonable resolution of the
20 matters alleged in the Complaint.

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

FINAL JUDGMENT PURSUANT TO STIPULATION

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

IT IS SO STIPULATED.

Dated: December 14, 2015

Respectfully Submitted,

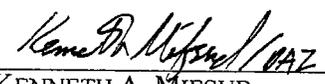
KAMALA D. HARRIS
Attorney General of California
MARGARITA PADILLA
Supervising Deputy Attorney General



DAVID A. ZONANA
Supervising Deputy Attorney General
Attorneys for Plaintiff, People of the State of California

Dated: December 14, 2015

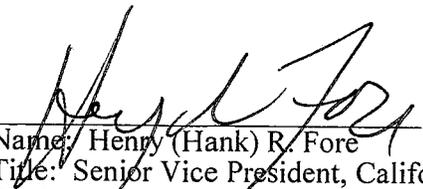
NANCY E. O'MALLEY
District Attorney of the County of Alameda



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

Dated: December 16, 2015

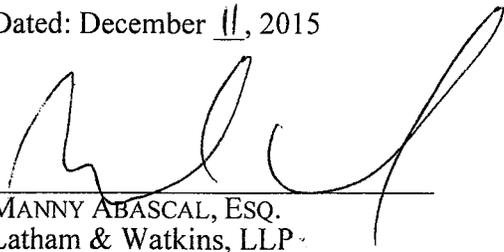
Comcast Cable Communications LLC



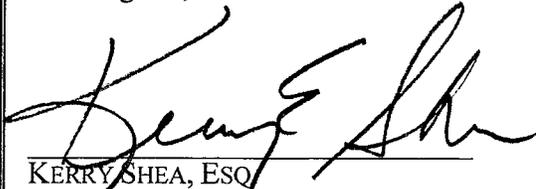
Name: Henry (Hank) R. Fore
Title: Senior Vice President, California Region

1 APPROVED AS TO FORM:

2 Dated: December 11, 2015

3
4 

5
6 MANNY ABASCAL, ESQ.
Latham & Watkins, LLP
355 S Grand Ave., Suite #100
7 Los Angeles, CA 90071

8
9 

10 KERRY SHEA, ESQ.
Davis Wright Tremaine, LLP
11 Suite 800
505 Montgomery Street
12 San Francisco, California 94111

13 *Attorneys for Defendant Comcast Cable*
14 *Communications LLC*

15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

COMCAST CABLE COMMUNICATIONS LLC, a Delaware Limited Liability Company,

Defendant.

Case No. _____

[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT

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

1 WHEREAS, The PEOPLE OF THE STATE OF CALIFORNIA, by and through Kamala D.
2 Harris, Attorney General of the State of California, and by and through Nancy O'Malley, District
3 Attorney of the County of Alameda (collectively referred to herein as "the People") and
4 Defendant COMCAST CABLE COMMUNICATIONS, LLC, a Delaware Limited Liability
5 Corporation (collectively with the People referred to as the "Parties"), by their respective
6 attorneys, entered into a Stipulation for Entry of Final Judgment and Permanent Injunction in this
7 matter on or about December 10, 2015 ("Stipulation") and thereby have consented to the entry of
8 this Final Judgment and Permanent Injunction on Consent ("Final Judgment on Consent");

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

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

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

14 **1. JURISDICTION**

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

18 **2. SETTLEMENT OF DISPUTED CLAIMS**

19 This Final Judgment on Consent is not an admission by COMCAST CABLE regarding any
20 issue of law or fact in the above-captioned matter or any violation of law; specifically, and
21 without limitation, the Final Judgment on Consent is not an admission that all of the CONSENT
22 JUDGMENT WASTE ITEMS, OTHER COVERED ITEMS, or SCRAP METAL ITEMS are
23 HAZARDOUS or UNIVERSAL WASTE. The Parties enter into this Final Judgment on Consent
24 pursuant to a compromise and settlement of disputed claims for purposes of furthering the public
25 interest. The People believe that the resolution embodied in this Final Judgment on Consent is
26 fair and reasonable and fulfills the People's enforcement objectives; that except as provided in
27 this Final Judgment on Consent, no further action is warranted concerning the allegations
28 contained in the Complaint for Civil Penalties and Injunctive Relief ("Complaint"); and that entry

1 of this Final Judgment on Consent is in the best interest of the public. COMCAST CABLE
2 agrees that this Final Judgment on Consent is a fair and reasonable resolution of the matters
3 alleged in the Complaint. The Parties also waive their respective rights to appeal.

4 **3. DEFINITIONS**

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

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

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

15 “CERTIFIED RECYCLER” shall mean an electronics recycling company or entity that is
16 e-Stewards® or Responsible Recycling Practices (“R2”) certified or has demonstrated to an
17 ANSI-ASQ National Accreditation Board (“ANAB”) accredited, independent third-party auditor
18 that it meets e-Stewards or R2 certification standards to safely recycle and manage electronics.

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

23 “COMCAST CABLE” means Comcast Cable Communications, LLC, a Delaware Limited
24 Liability Corporation, its cable operating divisions, subsidiaries, affiliates, partnerships,
25 predecessors, and all officers, agents, successors, assigns, directors, servants, and employees, with
26 respect to their cable operations in California.

27 “CONSENT JUDGMENT WASTE ITEMS” shall mean: (1) HAZARDOUS WASTE
28 AEROSOL CANS, (2) UNIVERSAL WASTE AEROSOL CANS; and (3) the following items

1 when they have become WASTE (a) AEROSOL CANS that are non-empty or damaged/non-
2 functioning, as defined in Health and Safety Code section 25201.16 and California Code of
3 Regulations, title 22, Section 66261.7(m); (b) BATTERIES; (c) ELECTRONIC DEVICES; (d)
4 LAMPS and MERCURY-ADDED LAMPS; and (e) OTHER COVERED ITEMS. **Exhibit B**
5 contains a list of items considered to be CONSENT JUDGMENT WASTE ITEMS.

6 “COVERED FACILITIES” means the warehouses, Field Fulfillment Offices (“FFOs”),
7 Customer Service Centers (aka stores), hubsites, and headends, and other facilities currently
8 owned and/or operated in the State of California by COMCAST CABLE, which are listed in the
9 attached **Exhibit A**, and made a part of this Final Judgment on Consent, and any other facilities of
10 the type referenced in Exhibit A that COMCAST CABLE owns or operates in the State of
11 California or which it comes to own or operate in California, except those facilities, if any, which
12 COMCAST CABLE comes to own or operate in California as a result of a single transaction with
13 one or more other entities in which COMCAST CABLE acquires fifteen or more such facilities.
14 For avoidance of doubt, nothing in this paragraph shall relieve COMCAST CABLE, or any
15 facility that COMCAST CABLE comes to own or operate, from complying with all applicable
16 laws and regulations at any time including immediately upon the closing of any transaction. In
17 the event COMCAST CABLE, as a result of a single transaction comes to own or operate in
18 California fifteen or more facilities of the type referenced above, COMCAST CABLE will inform
19 the People of such transaction in writing within ten (10) days after any such transaction closing.
20 Ninety (90) days after the closing of such transaction, those facilities shall become COVERED
21 FACILITIES for purposes of Paragraphs 4.0, 4.1.a. and 4.1.d. In addition, COMCAST CABLE
22 and the People, pursuant to the meet and confer and resolution procedures in Paragraph 16,
23 below, will engage in good faith negotiations regarding the application to such acquired facilities
24 of any other terms of this Final Judgment on Consent. The determinative factors that will be
25 considered in these good faith negotiations and any court resolution procedures shall be whether
26 any of the fifteen or more acquired facilities are the same type and/or are substantially similar in
27 operations as those COVERED FACILITIES referenced in Exhibit A and whether the acquired
28 facilities shall be operated as a separate legal entity distinct from COMCAST CABLE or shall be

1 folded into COMCAST CABLE’s operations. In the event COMCAST CABLE enters into a
2 transaction by which it comes to own or operate fewer than fifteen facilities in California of the
3 type referenced above, COMCAST CABLE will inform the People in writing of such transaction
4 within ten (10) days after the transaction closing. Forty-five (45) days after the closing of such
5 transaction, those facilities shall become COVERED FACILITIES for purposes of Paragraphs
6 4.0, 4.1.a. and 4.1.d. In addition, COMCAST CABLE and the People, pursuant to the meet and
7 confer and resolution procedures in Paragraph 16, below, will engage in good faith negotiations
8 to select a date by when the remaining terms of this Final Judgment on Consent will apply to such
9 facilities. Any COVERED FACILITY that COMCAST CABLE originates, as opposed to pre-
10 existing cable or satellite company facilities acquired through a transaction, is subject to the terms
11 of the this Final Judgment on Consent immediately upon commencing operation. COMCAST
12 CABLE will inform the People in writing of such newly originated COVERED FACILITIES
13 within forty-five (45) days after they commence operation. Application of the terms of this
14 injunction to facilities that COMCAST CABLE comes to own or operate shall not constitute a
15 resolution of any claims, violations or causes of action that the People may have for conduct at or
16 in connection with those facilities that occurred prior to COMCAST CABLE’s ownership or
17 operation of those facilities.

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
21 with California Civil Code section 1798.81 et seq., for use at COMCAST CABLE’s COVERED
22 FACILITIES.

23 “DESTINATION FACILITY” shall have the definition as set forth in California Code of
24 Regulations, title 22, section 66273.9.

25 “ELECTRONIC DEVICE” or “ELECTRONIC DEVICES” shall have the same meaning
26 as set forth in California Code of Regulations, title 22, section 66273.9. “ELECTRONIC
27 DEVICES” shall include, but are not limited to, set top boxes, modems, embedded multimedia
28 terminal adapters (“EMTAs”) and routers.

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

4 “FIELD TECHNICIANS” means those COMCAST CABLE employees whose duties or
5 responsibilities include performing service installations, connections, reconnections,
6 disconnections, maintenance and upgrades or downgrades at COMCAST CABLE’s customers’
7 premises or other locations within the California operations of COMCAST CABLE, including,
8 but not limited to, those employees known as “Com Technicians,” “Network Technicians,” and
9 “Headend Technicians.”

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

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

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

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

20 “HAZARDOUS WASTE MANAGEMENT,” “MANAGE,” “MANAGED,” and
21 “MANAGEMENT” shall have the same definition as set forth in California Health and Safety
22 Code section 25117.2.

23 “LAMP” and “MERCURY-ADDED LAMP” shall have the same definition as set forth in
24 California Code of Regulations, title 22, section 66273.9.

25 “OTHER COVERED ITEMS” shall mean all remote controls, transformers, customer
26 premises equipment (also referred to as “CPE”) power adapters, CPE power supplies, remote
27 terminals, field testing equipment, devices containing meters, and other items listed on **Exhibit B**
28 attached hereto and made a part of this Final Judgment on Consent.

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

3 “PERSONAL INFORMATION” shall have the same definition as set forth in Civil Code
4 section 1798.80, subdivision (e), and shall include any information that identifies, relates to,
5 describes, or is capable of being associated with, a particular individual, including, but not limited
6 to, his or her name, signature, social security number, physical characteristics or description,
7 address, telephone number, passport number, driver’s license or state identification number,
8 education, employment, employment history, bank account number, credit card number, debit
9 card number, or any other financial information, medical information, or health insurance
10 information. PERSONAL INFORMATION does not include publicly available information that
11 is lawfully made available to the general public from federal, state or local government records.

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

13 “RECORDS” shall mean hardcopy documents. RECORDS shall not include publicly
14 available directories containing information an individual has voluntarily consented to have
15 publicly disseminated or listed, such as name, address or telephone number.

16 “RECYCLING” and “RECYCLE” shall have the same definition as set forth in Health and
17 Safety Code section 25121.1.

18 “REFURBISH” and “REFURBISHMENT” shall mean to test and if necessary clean or
19 repair a product for reuse in service.

20 “SCRAP METAL ITEMS” shall mean (a) SCRAP METAL as defined in California Code
21 of Regulations, title 22, section 66273.9, and (b) shall include, but not be limited to, cable,
22 splitters, cable filters, taps, AB switches, amplifiers, network interface cards and printed circuit
23 boards (“PCBs”). SCRAP METAL ITEMS shall not include any items that are excluded from
24 the definition of SCRAP METAL in Cal. Code of Regulations, title 22, section 66273.9.

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

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

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

3 “WASTE COMPLIANCE PROGRAM” shall mean the policies, procedures and practices
4 of COMCAST CABLE relating to the MANAGEMENT of HAZARDOUS WASTE and
5 UNIVERSAL WASTE at its COVERED FACILITIES in compliance with chapter 6.5 of division
6 20 of the Health and Safety Code, and the corresponding title 22 California Code of Regulations.

7 **4. INJUNCTIVE RELIEF – HAZARDOUS WASTE CONTROL LAW**
8 **VIOLATIONS**

9 **4.0** Pursuant to the provisions of California Health and Safety Code sections 25181 and
10 25184, California Business and Professions Code section 17203, and Government Code sections
11 12607 and 12610, with respect to the COVERED FACILITIES, COMCAST CABLE is
12 permanently enjoined to comply with chapter 6.5 of division 20 of the California Health and
13 Safety Code, and the title 22 of the California Code of Regulations promulgated under that
14 chapter. Notwithstanding any other provision in this Final Judgment on Consent, nothing in this
15 Final Judgment on Consent shall relieve COMCAST CABLE from complying with all applicable
16 minimum standards set forth in chapter 6.5 of division 20 of the California Health and Safety
17 Code and the regulations in title 22 of the California Code of Regulations promulgated under that
18 chapter.

19 **4.0.a.** At any time after entry of this Final Judgment on Consent, within forty-
20 five (45) calendar days from the change in ownership or operator status of a COVERED
21 FACILITY at which HAZARDOUS and/or UNIVERSAL WASTE is MANAGED, as designated
22 on Exhibit A, such that COMCAST CABLE neither owns nor operates such COVERED
23 FACILITY, and subject to the qualifying criteria for COVERED FACILITIES as set forth in the
24 above definition, COMCAST CABLE shall provide written notice to the People that COMCAST
25 CABLE neither owns nor operates that COVERED FACILITY. Concurrent with such notice,
26 COMCAST CABLE will provide a written certification to the People (at which time such facility
27 will no longer be considered a COVERED FACILITY within this Final Judgment on Consent)
28 certifying under penalty of perjury the steps taken by COMCAST CABLE to ensure that at the

1 time that COMCAST CABLE was closing its operations at the COVERED FACILITY any such
2 HAZARDOUS WASTE and UNIVERSAL WASTE was removed from the COVERED
3 FACILITY and lawfully disposed of or otherwise MANAGED in accordance with California law.

4 **4.1. Specific Injunctive Provisions:**

5 **4.1.a.** COMCAST CABLE shall not dispose, or cause the unlawful disposal of
6 CONSENT JUDGMENT WASTE ITEMS and SCRAP METAL ITEMS in California at a point
7 not authorized or permitted by the Department of Toxic Substances Control (“DTSC”), in
8 violation of chapter 6.5 of division 20 of the California Health and Safety Code and the title 22
9 California Code of Regulations promulgated under that chapter. For purposes of this Final
10 Judgment on Consent, unauthorized disposals, include, without limitation, (i) placing CONSENT
11 JUDGMENT WASTE ITEMS into trash receptacles, trash cans, roll-off containers, bins, and
12 dumpsters destined for municipal solid waste (garbage) landfills or destined for non-
13 HAZARDOUS WASTE municipal recycling facilities and not removing such CONSENT
14 JUDGMENT WASTE ITEMS PROMPTLY prior to pick up or delivery; (ii) disposing
15 CONSENT JUDGMENT WASTE ITEMS and SCRAP METAL ITEMS onto the surface or
16 subsurface of the ground at any unauthorized location; and (iii) sending CONSENT JUDGMENT
17 WASTE ITEMS to a transfer station or landfill not authorized to receive HAZARDOUS WASTE
18 or UNIVERSAL WASTE.

19 **4.1. b.** Within ninety (90) calendar days from the date of entry of this Final
20 Judgment on Consent, COMCAST CABLE shall: (i) identify all the types of CONSENT
21 JUDGMENT WASTE ITEMS and SCRAP METAL ITEMS generated, accumulated, stored,
22 transferred, treated, received, and/or otherwise managed at all COVERED FACILITIES, and (ii)
23 determine if such CONSENT JUDGMENT WASTE ITEMS and SCRAP METAL ITEMS are
24 HAZARDOUS pursuant to California Code of Regulations, title 22, section 66262.11 and
25 66260.200. COMCAST CABLE shall identify in writing, by type (e.g., BATTERIES,
26 ELECTRONIC DEVICES, AEROSOL CANS, etc.) and approximate weight, all CONSENT
27 JUDGMENT WASTE ITEMS and SCRAP METAL ITEMS generated, accumulated, stored,
28 transferred, treated, and/or otherwise managed at each of its COVERED FACILITIES on an

1 annual basis and identify whether such items are HAZARDOUS. COMCAST CABLE shall
2 maintain or have electronically available on-site at each COVERED FACILITY a current list by
3 type (e.g., BATTERIES, ELECTRONIC DEVICES, AEROSOL CANS, etc.) of all CONSENT
4 JUDGMENT WASTE ITEMS and SCRAP METAL ITEMS required herein and shall make an
5 electronic copy of the list available upon request by the People or any other state, federal, and
6 local environmental regulatory agency, including, but not limited to, DTSC, any CERTIFIED
7 UNIFIED PROGRAM AGENCY or any PARTICIPATING AGENCY.

8 **4.1.c.** For purposes of this Final Judgment on Consent, COMCAST CABLE
9 shall MANAGE CONSENT JUDGMENT WASTE ITEMS in California as either
10 HAZARDOUS WASTE or UNIVERSAL WASTES, as appropriate, and in accordance with the
11 applicable requirements of chapter 6.5 of division 20 of the Health and Safety Code, the
12 implementing regulations in the California Code of Regulations, title 22, and the requirements of
13 this Final Judgment on Consent; provided however, ELECTRONIC DEVICES and OTHER
14 COVERED ITEMS that meet any of the conditions specified in California Code of Regulations,
15 title 22, section 66273.3, subdivisions (b)(3), (b)(4) or (b)(5), shall be MANAGED by
16 COMCAST CABLE as HAZARDOUS WASTE in accordance with applicable regulatory
17 provisions.

18 **4.1.d.** COMCAST CABLE shall either (i) RECYCLE or (ii) MANAGE in
19 accordance with applicable HAZARDOUS WASTE or UNIVERSAL WASTE statutes and
20 regulations (as appropriate) all WASTE SCRAP METAL ITEMS, except non-HAZARDOUS
21 WASTE cable, which COMCAST CABLE shall either (i) RECYCLE, or (ii) manage in
22 accordance with all applicable solid waste disposal laws.

23 **4.1.e.** COMCAST CABLE shall not transport, or cause to be transported,
24 HAZARDOUS WASTE that is not UNIVERSAL WASTE to, between, or from COVERED
25 FACILITIES unless the transporter is properly licensed and registered to do so, as required by
26 Health and Safety Code section 25163. Subject to the requirements set forth in California Code
27 of Regulations, title 22, sections 66266.80 and 66266.81, nothing else in this paragraph shall
28 prohibit FIELD TECHNICIANS from transporting the items identified in **Exhibit B** as products

1 or as CONSENT JUDGMENT WASTE ITEMS (except WASTE AEROSOL CANS and
2 WASTE items 5.A.10 through 5.A.19 in **Exhibit B** that have been characterized as
3 HAZARDOUS) from customer premises (including commercial customers), or from other
4 COMCAST CABLE premises where they perform service, including but not limited to hubs,
5 headends, offices, stores, nodes, and network facilities, to COMCAST CABLE's COVERED
6 FACILITIES for lawful disposition and in accordance with the terms of this Final Judgment on
7 Consent.

8 **4.1.f.** COMCAST CABLE shall not transport, or cause to be transported, in
9 California, any HAZARDOUS WASTE that is not UNIVERSAL WASTE to an unauthorized
10 location, in violation of Health and Safety Code section 25189.5. Subject to the requirements set
11 forth in California Code of Regulations, title 22, sections 66266.80 and 66266.81, nothing else in
12 this paragraph shall prohibit FIELD TECHNICIANS from transporting the items identified in
13 **Exhibit B** as products or as CONSENT JUDGMENT WASTE ITEMS (except WASTE
14 AEROSOL CANS and WASTE items 5.A.10 through 5.A.19 in **Exhibit B** that have been
15 characterized as HAZARDOUS) from customer premises (including commercial customers), or
16 from other COMCAST CABLE premises where they perform service, including but not limited
17 to hubs, headends, offices, stores, nodes, and network facilities, to COMCAST CABLE's
18 COVERED FACILITIES for lawful disposition and in accordance with the terms of this Final
19 Judgment on Consent.

20 **4.1.g.** Except as otherwise provided in California Code of Regulations, title 22,
21 division 4.5, chapter 23, section 66273.35 (one year accumulation time limit) and section
22 66273.39 (tracking UNIVERSAL WASTE shipments via bill of lading) regarding UNIVERSAL
23 WASTES, COMCAST CABLE shall: (i) lawfully and timely dispose of all accumulated
24 HAZARDOUS WASTE from any COVERED FACILITY; and (ii) timely cause to be prepared
25 and filed a HAZARDOUS WASTE manifest with DTSC for such HAZARDOUS WASTE that is
26 transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or
27 any combination thereof, as provided by Health and Safety Code section 25160(b)(3) and
28 California Code of Regulations, title 22, section 66262.23, or timely notify DTSC of the

1 treatment, storage, or disposal facility's failure to return an executed manifest; provided,
2 however, that notwithstanding the requirements of this paragraph, COMCAST CABLE may
3 lawfully accumulate CONSENT JUDGMENT WASTE ITEMS at the COVERED FACILITIES
4 for such longer periods of time allowed under law for "satellite accumulation," in accordance
5 with California Code of Regulations, title 22, section 66262.34(e), and at COVERED
6 FACILITIES that generate less than 1,000 kg per month of HAZARDOUS WASTES, in
7 accordance with California Code of Regulations, title 22, section 66262.34(d).

8 **4.1.h.** COMCAST CABLE shall: (a) upon entry of this Final Judgment on
9 Consent, at each COVERED FACILITY be in compliance with the requirements of California
10 Code of Regulation, title 22, sections 66262.20, 66262.23, 66262.40, subdivision (a), and
11 66273.39; and (b) within ninety (90) calendar days from the date of entry of the Final Judgment
12 on Consent, provide written documentation of actions taken to ensure that each of the COVERED
13 FACILITIES is, as of the date of entry of this Final Judgment on Consent, in compliance with the
14 requirement that each COVERED FACILITY keep copies of HAZARDOUS WASTE manifests,
15 UNIVERSAL WASTE bills of lading, or other shipping documents (as applicable) in accordance
16 with California Code of Regulations, title 22, section 66262.40, subdivision (a) and 66273.39.
17 Such written documentation shall be in the form of a declaration signed under penalty of perjury
18 by an authorized COMCAST CABLE representative at a managerial level in charge of
19 environmental compliance matters, or by a responsible COMCAST CABLE corporate officer
20 with authority to bind COMCAST CABLE. Such declaration shall state the actions taken to
21 ensure that as of the date of entry of this Final Judgment on Consent, each of the COVERED
22 FACILITIES was in compliance with the requirements of California Code of Regulations, title
23 22, section 66262.40, subdivision (a), and 66273.39. The declaration shall include and
24 incorporate by reference a list of each of the COVERED FACILITIES that is in compliance with
25 this requirement. The declaration shall also include a summary (e.g., GENERATOR name,
26 description of WASTE, quantity, date of transport, and DESTINATION FACILITY) of
27 HAZARDOUS WASTE manifests and UNIVERSAL WASTE bills of lading, as appropriate, for
28 all shipments of CONSENT JUDGMENT WASTE ITEMS from COVERED FACILITIES to

1 any other offsite location, including, but not limited to, a UNIVERSAL WASTE HANDLER,
2 DESTINATION FACILITY, FOREIGN DESTINATION, or RECYCLING contractor, during
3 the period from the date of entry of this Final Judgment on Consent until one month prior to the
4 declaration. COMCAST CABLE shall make the subject HAZARDOUS WASTE manifests and
5 UNIVERSAL WASTE bills of lading or other shipping documents available upon request by the
6 People or any other state, federal, and local environmental regulatory agency, including, but not
7 limited to, DTSC, any CERTIFIED UNIFIED PROGRAM AGENCY or any PARTICIPATING
8 AGENCY.

9 **4.1.i.** Upon entry of this Final Judgment on Consent, COMCAST CABLE shall
10 maintain a program for the lawful storage, handling and accumulation of HAZARDOUS WASTE
11 and UNIVERSAL WASTE, for COVERED FACILITIES including, but not limited to, the lawful
12 segregation of items that are incompatible and the proper containment of items that are in leaking
13 containers or in non-empty, damaged/non-functioning AEROSOL CANS, as provided by Health
14 and Safety Code sections 25123.3 and 25201.16, and California Code of Regulations, title 22,
15 sections 66262.34, 66265.171, 66265.172, 66265.173, 66265.174, 66265.176, 66265.177,
16 66273.33, 66273.33.5, and 66273.35.

17 **4.1.j.** Upon entry of this Final Judgment on Consent, COMCAST CABLE shall
18 MANAGE (including, but not limited to, handling, labeling, accumulating, storing, transferring,
19 transporting, and causing to be transported) and dispose of UNIVERSAL WASTE, including
20 UNIVERSAL WASTE identified pursuant to Paragraphs 4.1.b. through 4.1.c, at or from its
21 COVERED FACILITIES in compliance with all applicable requirements contained in California
22 Code of Regulations, title 22, division 4.5, chapter 23, section 66273.1, *et seq.*, and the
23 requirements of this Final Judgment on Consent.

24 **4.1.l.** Upon entry of this Final Judgment on Consent, and for each COVERED
25 FACILITY at which COMCAST CABLE is a UNIVERSAL WASTE HANDLER, COMCAST
26 CABLE shall comply with the UNIVERSAL WASTE HANDLER notification requirements set
27 forth in California Code of Regulations, title 22, section 66273.32.
28

1 **4.1.m.** Upon entry of this Final Judgment on Consent, COMCAST CABLE shall
2 be prohibited from sending, transporting, relinquishing, transferring, surrendering, or otherwise
3 taking UNIVERSAL WASTE, including CONSENT JUDGMENT WASTE ITEMS at
4 COVERED FACILITIES that are MANAGED as UNIVERSAL WASTE, to a place other than
5 another UNIVERSAL WASTE HANDLER, a DESTINATION FACILITY, or a FOREIGN
6 DESTINATION, and COMCAST CABLE shall comply with the requirements contained in
7 California Code of Regulations, title 22, sections 66273.38 and 66273.39 regarding shipments of
8 UNIVERSAL WASTE, and California Code of Regulations, title 22, sections 66273.40 and
9 66273.41 regarding the export and import of UNIVERSAL WASTE. This paragraph shall not
10 apply to non-WASTE items that are sent for REFURBISHMENT.

11 **4.1.n.** Within ninety (90) calendar days from the date of entry of this Final
12 Judgment on Consent, and every year thereafter during which this Final Judgment on Consent is
13 in effect, COMCAST CABLE shall identify in writing each COVERED FACILITY at which
14 WASTE ELECTRONIC DEVICES are MANAGED, specify whether such WASTE
15 ELECTRONIC DEVICES are managed by COMCAST CABLE as HAZARDOUS WASTES,
16 UNIVERSAL WASTES, or both, and shall make such documentation available upon request to
17 the People, DTSC, and any other CERTIFIED UNIFIED PROGRAM AGENCY or
18 PARTICIPATING AGENCY within that COVERED FACILITY's jurisdiction. COMCAST
19 CABLE shall include this documentation in the list to be maintained pursuant to Paragraph
20 4.1(b).

21 **4.1.o.** Upon entry of this Final Judgment on Consent, all OTHER COVERED
22 ITEMS and ELECTRONIC DEVICES that have become WASTE and that are MANAGED by
23 COMCAST CABLE in California as UNIVERSAL WASTES, including such WASTE items that
24 are accumulated or stored for RECYCLING, shall be stored in pallets, boxes or other containers
25 (as appropriate) and labeled by COMCAST CABLE as UNIVERSAL WASTE in accordance
26 with California Code of Regulations, title 22, sections 66273.34 and 66273.35(b). In addition, the
27 WASTE sorting bins and containers under COMCAST CABLE's control at each COVERED
28 FACILITY in which OTHER COVERED ITEMS and ELECTRONIC DEVICES which have

1 become WASTE are accumulated or stored shall be marked and labeled in a manner substantially
2 in the form of **Exhibit C** to identify the specific types of WASTE(S) that are accumulated and
3 stored in the sorting bins and containers. COMCAST CABLE shall ensure that each COVERED
4 FACILITY storage area and pallet, box or other container is labeled in accordance with California
5 Code of Regulations, title 22, division 4.5, chapter 23, section 66273.1, et seq., and the
6 requirements of this Final Judgment on Consent. The requirements of this paragraph do not apply
7 to OTHER COVERED ITEMS and ELECTRONIC DEVICES that are not WASTE and are
8 accumulated or stored for REFURBISHMENT.

9 **4.1.p.** Within one hundred eighty (180) calendar days from the date of entry of
10 this Final Judgment on Consent, COMCAST CABLE shall ensure that all WASTE
11 ELECTRONIC DEVICES, WASTE OTHER COVERED ITEMS, and WASTE SCRAP METAL
12 ITEMS (excluding non-HAZARDOUS WASTE cable) from COVERED FACILITIES that are
13 designated by COMCAST CABLE or its RECYCLING contractor(s) as destined for
14 RECYCLING, are recycled by CERTIFIED RECYCLERS. Within two hundred ten (210)
15 calendar days from the date of entry of this Final Judgment on Consent, COMCAST CABLE
16 shall provide a written list to the People of all companies or other entities used by COMCAST
17 CABLE to recycle ELECTRONIC DEVICES and OTHER COVERED ITEMS from COVERED
18 FACILITIES. The list shall identify the name of the recycling company or entity, the business
19 address(es) and other locations where RECYCLING activities are conducted on behalf of
20 COMCAST CABLE, the name, title, and telephone number for a recycling company
21 representative who is knowledgeable about recycling activities conducted for or on behalf of
22 COMCAST CABLE, specify whether the recycling company or entity is a CERTIFIED
23 RECYCLER, and specify the type(s) of ELECTRONIC DEVICES and OTHER COVERED
24 ITEMS that are recycled by that company or entity. COMCAST CABLE shall also provide the
25 People with documentary evidence, to be deemed sufficient by the People, to show that the
26 recycling companies or other entities meet the criteria to be CERTIFIED RECYCLERS as
27 defined herein. After 180 days from the date of entry of this Final Judgment on Consent,
28 COMCAST CABLE shall not send, transfer, take, surrender, or otherwise transport WASTE

1 OTHER COVERED ITEMS and WASTE ELECTRONIC DEVICES to a RECYCLING
2 company or other entity that is not a CERTIFIED RECYCLER. This paragraph shall not apply to
3 vendors who are retained by COMCAST CABLE to REFURBISH non-WASTE items.

4 **4.1.q.** Upon entry of this Final Judgment on Consent, COMCAST CABLE shall
5 ensure that all exports of WASTE ELECTRONIC DEVICES and WASTE OTHER COVERED
6 ITEMS by COMCAST CABLE from California to a FOREIGN DESTINATION shall be lawful
7 and in full compliance with any applicable federal and state laws, including the law of the foreign
8 jurisdiction where the FOREIGN DESTINATION is located.

9 **4.1.r.** Upon entry of this Final Judgment on Consent, COMCAST CABLE shall
10 MANAGE at the COVERED FACILITIES discarded or no longer usable non-empty AEROSOL
11 CANS as UNIVERSAL WASTE AEROSOL CANS in accordance with all applicable
12 requirements contained in California Code of Regulations, title 22, division 4.5, chapter 23,
13 section 66273.1, et seq., or as HAZARDOUS WASTE AEROSOL CANS as required by Health
14 and Safety Code section 25201.16. This includes, without limitation, “non-empty,” as defined in
15 California Code of Regulations, title 22, section 66261.7, AEROSOL CANS, without actuators,
16 that are discarded or no longer usable.

17 **4.1.s.** Upon entry of this Final Judgment on Consent, COMCAST CABLE shall
18 manage at the COVERED FACILITIES discarded or no longer usable BATTERIES as either
19 HAZARDOUS WASTE, or as UNIVERSAL WASTE in accordance with all applicable
20 requirements contained in California Code of Regulations, title 22, division 4.5, chapter 23,
21 section 66273.1, et seq.

22 **4.1.t.** For each COVERED FACILITY, COMCAST CABLE shall:

23 (i) Comply with employee training obligations as set forth in California Code of
24 Regulations, title 22, section 66265.16 and 66265.56, pertaining to MANAGEMENT of
25 HAZARDOUS WASTE and as set forth in by California Code of Regulations, title 22, section
26 66273.36, pertaining to MANAGEMENT of UNIVERSAL WASTE, including, but not limited
27 to, the requirement to maintain on-site or electronically available at each COVERED FACILITY
28 (except for facilities that do not have personnel) HAZARDOUS WASTE training records for

1 current personnel until closure of the COVERED FACILITY, and HAZARDOUS WASTE
2 training records for former employees for at least three (3) years from the date the employee last
3 worked at the COVERED FACILITY, and UNIVERSAL WASTE training records for at least
4 three (3) years from the date the employee last MANAGED any UNIVERSAL WASTE at the
5 COVERED FACILITY, as applicable. Within ninety (90) calendar days after the date of entry of
6 this Final Judgment on Consent, COMCAST CABLE shall provide the initial HAZARDOUS
7 WASTE training as set forth in California Code of Regulations, title 22, section 66265.16, and
8 UNIVERSAL WASTE training as set forth in California Code of Regulations, title 22, section
9 66273.36, to all COVERED FACILITY employees who have any responsibility for managing
10 HAZARDOUS WASTE or UNIVERSAL WASTE, including, but not limited to field technicians
11 and warehouse employees, and have not received such training in the prior calendar year.
12 COMCAST CABLE may at its option combine the HAZARDOUS and UNIVERSAL WASTE
13 training into one training module and maintain its training records accordingly.

14 (ii) Within ninety (90) calendar days after the date of entry of this Final Judgment on
15 Consent, COMCAST CABLE shall, to the extent that COVERED FACILITY employees are not
16 required by California Code of Regulations, title 22, sections 66265.16 and 66273.36 to receive
17 HAZARDOUS WASTE and UNIVERSAL WASTE training, provide, and document in writing,
18 training as specified in this Paragraph to all COVERED FACILITY employees who manage or
19 handle CONSENT JUDGMENT WASTE ITEMS, regardless of whether those items are
20 considered to be WASTE when being managed or handled by such employees, and provided that
21 such employees have not received such training in the prior calendar year. For COVERED
22 FACILITY employees who become employed after the date of entry of this Final Judgment on
23 Consent, COMCAST CABLE shall provide the training described in this paragraph within ninety
24 (90) calendar days after commencing such employment. Such new employees shall not perform
25 any unsupervised work involving the MANAGEMENT of HAZARDOUS WASTE until said
26 employees have received the HAZARDOUS WASTE training as set forth in California Code of
27 Regulations, title 22, section 66265.16 and 66265.56.

1 (iii) As part of the training required by Paragraph 4.1.t(i), above, COMCAST CABLE shall
2 incorporate the following elements into its training program:

3 (a) With respect to each type of SCRAP METAL ITEMS and CONSENT
4 JUDGMENT WASTE ITEM (e.g., “ELECTRONIC DEVICES,” “OTHER COVERED ITEMS,”
5 “BATTERIES,” etc.), COMCAST CABLE shall identify and clearly explain how such items are
6 to be managed. To aid COMCAST CABLE COVERED FACILITY employees in properly
7 identifying the items that are included in each category, COMCAST CABLE shall use pictorial
8 images or graphics that accurately depict the specific types of items;

9 (b) COMCAST CABLE shall instruct employees not to dispose of any WASTE
10 SCRAP METAL ITEMS and CONSENT JUDGMENT WASTE ITEMS into trash receptacles,
11 trash cans, roll-off containers, bins, or dumpsters destined for municipal solid waste (garbage)
12 landfills, municipal recycling facilities, onto the surface or subsurface of the ground at any
13 unauthorized location, or to a transfer station or landfill not authorized to receive the WASTE.
14 COMCAST CABLE shall also instruct employees that it is illegal to dispose of any SCRAP
15 METAL ITEMS and CONSENT JUDGMENT WASTE ITEMS in violation of California law
16 and this Final Judgment on Consent, and that employees must immediately report any illegal
17 disposals of those items to COMCAST CABLE manager(s) that have been designated for each
18 COVERED FACILITY; and

19 (c) For each specific type of CONSENT JUDGMENT WASTE ITEM, COMCAST
20 CABLE shall provide instruction to each employee regarding how to properly manage (including,
21 but not limited to, handling, labeling, accumulating, storing, transferring, transporting, and lawful
22 disposition) each item in compliance with applicable law and the terms of this Final Judgment on
23 Consent.

24 (iv.) Upon entry of this Final Judgment on Consent, COMCAST CABLE shall implement a
25 written plan to ensure that any regulatory or statutory changes in environmental compliance
26 requirements, including, but not limited to changes in chapter 6.5 of division 20 of the Health and
27 Safety Code, or the corresponding California Code of Regulations, relevant to any of COMCAST
28 CABLE’s employees’ job functions are communicated to such employees, including in writing

1 via electronic or paper media and through any other means to ensure that employees are
2 adequately informed of regulatory or statutory changes in environmental compliance
3 requirements.

4 (v.) COMCAST CABLE shall within ninety (90) calendar days from the date of entry of
5 this Final Judgment on Consent, and then annually, notify in writing each of its existing customer
6 installation and/or service contractors, subcontractors and other agents in California whose
7 employees use, handle, or otherwise manage CONSENT JUDGMENT WASTE ITEMS at any
8 COVERED FACILITY, that they are required to comply with all applicable laws and regulations
9 regarding the storage, handling and accumulation of HAZARDOUS WASTE and UNIVERSAL
10 WASTE, including the requirement to provide training to applicable employees. Such notice will
11 specify and cite the specific laws and regulations at issue, including the applicable training
12 requirements. For any contractors, subcontractors and other agents that are engaged or retained
13 after the date of entry of this Final Judgment on Consent, COMCAST CABLE shall provide such
14 notice within thirty (30) calendar days of the execution of the contract and then annually. The
15 responsibilities of COMCAST CABLE pursuant to this paragraph are purely contractual, and do
16 not require COMCAST CABLE to conduct or to supervise the training of any third parties.

17 (vi.) Within one hundred and twenty (120) calendar days from the date of entry of this
18 Final Judgment on Consent, COMCAST CABLE shall provide the People written documentation
19 that each of the COVERED FACILITIES is, as of one hundred and twenty (120) calendar days
20 from the entry of this Final Judgment on Consent, in compliance with the requirement that it
21 provide training to all employees at the COVERED FACILITY as specified herein in Paragraphs
22 4.1.t(i), 4.1.t(ii), and 4.1.t(iii). Such written documentation shall be in the form of a declaration
23 signed under penalty of perjury by an authorized COMCAST CABLE representative at a
24 managerial level in charge of environmental compliance matters, or by a responsible COMCAST
25 CABLE corporate officer with authority to bind COMCAST CABLE. Such declaration shall
26 state the efforts made by COMCAST CABLE to ensure that each of the COVERED FACILITIES
27 is, as of one hundred and twenty (120) calendar days from the entry of this Final Judgment on
28 Consent, in compliance with the requirements with respect to training of its employees in the

1 MANAGEMENT of HAZARDOUS WASTE and UNIVERSAL WASTES in accordance with
2 California Code of Regulations, title 22, sections 66265.16 and 66273.36. Such declaration shall
3 also include a list of the COMCAST CABLE employees (by name, title and facility location) who
4 have not been trained in accordance with this paragraph. In addition, the declaration shall include
5 and incorporate by reference an attachment consisting of exemplars of available training records.
6 COMCAST CABLE shall also make additional training materials and records available upon
7 request. Each COMCAST CABLE employee who has not completed the training required by
8 Paragraph 4.1.t as of the date required herein must immediately cease the unsupervised handling
9 and MANAGEMENT of CONSENT JUDGMENT WASTE ITEMS, until such time that
10 compliance with California Code of Regulation, title 22, sections 66265.16 and 66273.36 and the
11 requirements of this Paragraph is achieved for that employee and verified by COMCAST
12 CABLE.

13 **4.1.u.** Upon entry of this Final Judgment on Consent, COMCAST CABLE shall
14 immediately contain all releases to the environment of UNIVERSAL WASTES and of residues
15 from UNIVERSAL WASTES at and/or from COVERED FACILITIES as required by California
16 Code of Regulations, title 22, section 66273.37.

17 **4.1.v.** Within ninety (90) calendar days of the entry of this Final Judgment on
18 Consent, COMCAST CABLE shall label all roll-off containers, bins, and dumpsters that are
19 owned, managed or controlled by COMCAST CABLE and that are destined for municipal
20 landfills or destined for recyclers of cardboard and paper, with signs substantially in the form of
21 **Exhibit D**. In addition, for each COVERED FACILITY, COMCAST CABLE shall implement
22 inspection policies and procedures for all COVERED FACILITY roll-off containers, bins, and
23 dumpsters destined for municipal landfills or destined for recyclers of cardboard and paper, to
24 ensure that no CONSENT JUDGMENT WASTE ITEMS or SCRAP METAL ITEMS are
25 improperly disposed of at those locations. COMCAST CABLE shall conduct these inspections
26 on a weekly basis and more frequently as necessary to ensure that all COVERED FACILITY
27 exterior roll-off containers, exterior bins, and exterior dumpsters are inspected before the trash
28 from these receptacles is removed. COMCAST CABLE shall document its inspection policies

1 and procedures and shall prepare an inspection log for each COVERED FACILITY that shall be
2 retained at each COVERED FACILITY for a period of five (5) years. COMCAST CABLE shall
3 make the inspection policies and procedures and COVERED FACILITY inspection logs available
4 upon request by the People or any other state, federal, and local environmental regulatory agency,
5 including, but not limited to, DTSC, any CERTIFIED UNIFIED PROGRAM AGENCY or any
6 PARTICIPATING AGENCY. Each inspection log shall identify the date, time and COVERED
7 FACILITY location, the name of the person(s) conducting the inspection, a description and
8 estimated quantity (by weight, number or volume) of any items found in such roll-off containers,
9 bins, and dumpsters and the disposition of any such items that were found. COMCAST CABLE
10 shall evaluate its inspection policies and procedures on an annual basis, or more frequently as
11 necessary, to ensure that its policies and procedures remain effective for preventing the illegal
12 disposal of CONSENT JUDGMENT WASTE ITEMS, SCRAP METAL ITEMS, HAZARDOUS
13 WASTE or UNIVERSAL WASTE. Within ninety (90) calendar days from the date of entry of
14 this Final Judgment on Consent, and every year thereafter during the time this Final Judgment on
15 Consent is in effect, COMCAST CABLE shall provide the People with a summary of its
16 inspections for each COVERED FACILITY and if any CONSENT JUDGMENT WASTE
17 ITEMS or SCRAP METAL ITEMS have been discovered in a regular trash container or other
18 unauthorized location, COMCAST CABLE shall identify the date, time and COVERED
19 FACILITY location, the name of the person(s) conducting the inspection, a description and
20 estimated quantity of the items found, and the disposition of such items.

21 **4.1.w.** Upon entry of this Final Judgment on Consent, COMCAST CABLE shall
22 designate (a) a Department and identify (by name, title and other contact information) a person
23 within such Department (“Responsible Department Employee”) who shall be responsible for
24 compliance with the terms of Paragraph 4 (and its sub-paragraphs) of this Final Judgment on
25 Consent and with the provisions of the California Hazardous Waste Control law, and its
26 implementing regulations, that are applicable to the COVERED FACILITIES; and (b) one or
27 more Responsible Facility Employee(s) with responsibilities for each COVERED FACILITY.
28 The duties of the Responsible Department Employee and/or Responsible Facility Employees shall

1 include, but not be limited to, collecting, reviewing and maintaining copies of all written notices,
2 inspection logs, lists, and employee training records referenced in Paragraph 4 (and its sub-
3 paragraphs) of this Final Judgment on Consent, and collecting, reviewing and maintaining copies
4 of all advisements of violation, including formal Notices of Violation and inspection reports,
5 issued to any of the COVERED FACILITIES. COMCAST CABLE shall ensure that the
6 Responsible Facility Employee(s) and Responsible Department Employee have adequate training
7 for their positions. Upon entry of this Final Judgment on Consent, COMCAST CABLE shall
8 provide notice to the People of the Responsible Department Employee and Responsible Facility
9 Employee(s) designated pursuant to subparagraphs (a) and (b) above, and, should any change
10 occur, shall update said notice to the People within 30 days of any change.

11 **4.1.x.** Within ninety (90) calendar days of the entry of this Final Judgment on
12 Consent, COMCAST CABLE shall retain the services of an independent third-party auditor
13 (“Auditor”) to be chosen by COMCAST CABLE and approved by the People. The Auditor will
14 perform three (3) independent audits within eighteen (18) months, thirty-six (36) months, and
15 again within fifty-four (54) months after entry of this Final Judgment on Consent (hereinafter
16 referred to as the “Environmental Audits”).

17 (i). In addition to any other audit objectives deemed appropriate by COMCAST
18 CABLE, the three Environmental Audits shall include (a) an evaluation of COMCAST CABLE’s
19 compliance with chapter 6.5 of division 20 of the Health and Safety Code, and its implementing
20 regulations; (b) an evaluation of COMCAST CABLE’s compliance with the requirements of this
21 Final Judgment on Consent, including, but not limited to, the training requirements set forth in
22 Paragraph 4.1.t; (c) an evaluation of the implementation and effectiveness of COMCAST
23 CABLE’s WASTE COMPLIANCE PROGRAM, including COMCAST CABLE’s recycling
24 program and recycling policies and procedures applicable to UNIVERSAL WASTES, to
25 determine whether COMCAST CABLE is in compliance with chapter 6.5 of division 20 of the
26 Health and Safety Code and the corresponding title 22 California Code of Regulations; and (d) a
27 review and summary of the weekly inspection reports for each COVERED FACILITY
28 (hereinafter referred to as the “Environmental Audits”). Each Environmental Audit shall include

1 facility-specific field inspection audits at (a) COVERED FACILITIES located in San Jose,
2 Oakland, and Livermore as designated on Exhibit A and the facility located at 25201 South
3 Schulte Road in Tracy, California (hereinafter referred to as the “Tracy Warehouse”), and (b) one
4 third of the other COVERED FACILITIES at which CONSENT JUDGMENT WASTE ITEMS
5 are MANAGED and that are owned or operated by COMCAST CABLE at the time of the
6 audit(s), to be randomly selected by the Auditor. Each of the field inspections for each
7 Environmental Audit shall be conducted without advance notice to individual COVERED
8 FACILITIES, except to the extent deemed necessary by the Auditor to ensure performance of the
9 audit or the presence of persons desired for interviews or, with respect to the Tracy Warehouse, to
10 comply with COMCAST CABLE’s contractual notice requirements with the Tracy Warehouse’s
11 operator.

12 (ii). All three Environmental Audits shall be conducted pursuant to an agreed-upon audit
13 protocol (“Audit Protocol”). The Auditor, in conjunction with COMCAST CABLE, will develop
14 a draft Audit Protocol meeting the requirements of this Final Judgment on Consent. The Auditor,
15 within ninety (90) calendar days of being retained, shall provide the draft Audit Protocol to the
16 People for review, comment, and approval. The People shall provide any comment to the Auditor
17 and COMCAST CABLE within thirty (30) calendar days of receiving the Audit Protocol. The
18 Auditor shall incorporate any reasonable comments by the People into a revised Audit Protocol,
19 except that if COMCAST CABLE disagrees with any of the comments, it may engage in good
20 faith discussions with the People to resolve the issue. Any disputes about the content of the Audit
21 Protocol will be resolved by the Court pursuant to Paragraph 16 herein if the Parties are unable to
22 reach agreement.

23 (iii). The Auditor shall prepare and submit the three (3) Environmental Audit Reports to
24 COMCAST CABLE, with a copy to the People, as follows: The first Environmental Audit
25 Report shall be submitted to the People within twenty (20) months after entry of this Final
26 Judgment on Consent, the second Environmental Audit Report shall be submitted to the People
27 within thirty-eight (38) months after entry of this Final Judgment on Consent, and the third
28 Environmental Audit Report shall be submitted to the People within fifty-six (56) months after

1 the entry of this Final Judgment on Consent. The three Environmental Audit Reports referenced
2 above shall include, but not be limited to, a complete description and discussion of all
3 Environmental Audit objectives, scope, and criteria, audit activities, audit findings, audit
4 conclusions, and audit recommendations and shall identify and discuss all audit evidence
5 considered or relied upon to support the Environmental Audit conclusions. Such reports shall
6 also include, but not be limited to, an evaluation of departures at the COVERED FACILITIES
7 from the injunctive provisions of this Final Judgment on Consent, a description and evaluation of
8 corrective measures, if any, that were taken by COMCAST CABLE, a factual chart summarizing
9 all the deviations found during each facility-specific field audit, and the Auditor's notes of
10 observations taken during each field audit. The Auditor shall consider, evaluate and discuss the
11 probable reasons for any departures from the injunctive provisions of this Final Judgment on
12 Consent that are discovered during any of the three (3) Environmental Audits. The
13 Environmental Audit Reports shall also contain a brief description of any written advisements of
14 violation, including formal Notices of Violation and inspection reports directed to any
15 COVERED FACILITY by any local, state or federal agency that identifies any violation of any
16 environmental protection law relating to the MANAGEMENT of any HAZARDOUS WASTE
17 and UNIVERSAL WASTE. Such Environmental Audit Reports shall also include, but not be
18 limited to, a brief description of the disposition of any such noted violations including whether
19 COMCAST CABLE paid any fines, costs or other payments and what corrective measures, if
20 any, were taken by COMCAST CABLE.

21 (iv). Within thirty (30) calendar days after receipt by the People of each Environmental
22 Audit Report, COMCAST CABLE shall provide the People with a plan to correct any
23 deficiencies raised in the Environmental Audit Reports.

24 **4.1.y.** Within sixty (60) calendar days from the date of entry of the Final
25 Judgment on Consent, COMCAST CABLE shall submit to the People a declaration signed under
26 penalty of perjury by a responsible corporate officer of COMCAST CABLE in the form of the
27 declaration attached as **Exhibit E** attesting to the actions taken by COMCAST CABLE in
28 response to the request for compliance actions conveyed by the People in March 2012.

1 **5. INJUNCTIVE RELIEF – CUSTOMER RECORD PRIVACY VIOLATIONS**

2 Pursuant to Civil Code section 1798.84, subdivision (e) and California Business and
3 Professions Code section 17203, with respect to COVERED FACILITIES, COMCAST CABLE
4 shall be and hereby is permanently enjoined and restrained from directly or indirectly failing to
5 comply with the provisions specified below in Paragraphs 5.1a through 5.1n regarding
6 CUSTOMER RECORDS containing PERSONAL INFORMATION within its custody or control.

7 **5.1 Specific Injunctive Provisions:**

8 **5.1.a.** Pursuant to California Civil Code section 1798.81, COMCAST CABLE
9 shall take all reasonable steps to destroy, or arrange for the destruction of, CUSTOMER
10 RECORDS containing PERSONAL INFORMATION, within its custody or control, that is no
11 longer to be retained by COMCAST CABLE by (i) shredding, (ii) erasing, or (iii) otherwise
12 modifying the PERSONAL INFORMATION in those RECORDS to make it unreadable or
13 undecipherable through any means.

14 **5.1.b.** COMCAST CABLE shall require reasonable safeguards so that any third
15 party it hires to dispose of CUSTOMER RECORDS containing PERSONAL INFORMATION
16 disposes of such RECORDS by (i) shredding, (ii) erasing, or (iii) otherwise modifying the
17 PERSONAL INFORMATION in those RECORDS to make it unreadable or undecipherable
18 through any means. COMCAST CABLE shall require that any such third party provide written
19 certification annually to COMCAST CABLE that all CUSTOMER RECORDS containing
20 PERSONAL INFORMATION it removes from COMCAST CABLE’s premises have been or
21 will be shredded, erased, or otherwise modified in such a way as to render the PERSONAL
22 INFORMATION in those RECORDS unreadable or undecipherable through any means.

23 **5.1.c.** COMCAST CABLE shall prohibit disclosure of its CUSTOMER
24 PERSONAL INFORMATION to persons other than the customer or the customer’s personal
25 representative, unless otherwise permitted by State or Federal law.

26 **5.1.d.** Within 90 days after entry of this Final Judgment on Consent,
27 COMCAST CABLE’s CUSTOMER RECORD DISPOSAL PROCEDURES must comport with
28 California Civil Code section 1798.81 et seq. in safeguarding and disposing of PERSONAL

1 INFORMATION. CUSTOMER RECORD DISPOSAL PROCEDURES must be documented
2 and dated, and documents reflecting outdated procedures must be removed from COMCAST
3 CABLE COVERED FACILITIES. All EMPLOYEES HANDLING CUSTOMER RECORDS
4 must be notified of any revisions to COMCAST CABLE's CUSTOMER RECORD DISPOSAL
5 PROCEDURES and must receive a copy of any revised procedures. Documentation describing
6 COMCAST CABLE's CUSTOMER RECORD DISPOSAL PROCEDURES must be readily
7 accessible to all COMCAST CABLE EMPLOYEES HANDLING CUSTOMER RECORDS in
8 electronic format, with the ability to print upon request at each COMCAST CABLE COVERED
9 FACILITY where CUSTOMER RECORDS are managed.

10 **5.1.e.** COMCAST CABLE shall post prominently signage regarding
11 COMCAST CABLE's CUSTOMER RECORD DISPOSAL PROCEDURES in COMCAST
12 CABLE COVERED FACILITIES where CUSTOMER RECORDS containing PERSONAL
13 INFORMATION are managed, disposed of or stored.

14 **5.1.f.** COMCAST CABLE shall disseminate, by at least one written and one
15 oral communication annually, documentation describing (i) COMCAST CABLE's CUSTOMER
16 RECORD DISPOSAL PROCEDURES, (ii) an explanation of identity theft, its impact on
17 individual consumers and businesses and thus, the importance of abiding by COMCAST
18 CABLE's CUSTOMER RECORD DISPOSAL PROCEDURES, and (iii) a review of California
19 laws applicable to the proper safeguarding and disposal of PERSONAL INFORMATION,
20 including California Civil Code section 1798.81. The first annual dissemination of COMCAST
21 CABLE's CUSTOMER RECORD DISPOSAL PROCEDURES shall take place within 90 days
22 after entry of this Final Judgment on Consent. Such dissemination may take place via electronic
23 or paper format, so long as each EMPLOYEE HANDLING CUSTOMER RECORDS is provided
24 notice of the availability of the CUSTOMER RECORD DISPOSAL PROCEDURES and, if the
25 EMPLOYEE HANDLING CUSTOMER RECORDS has not already completed the training
26 described in paragraph 5.1.h., the need for such EMPLOYEE to complete the training as required
27 by paragraph 5.1.h.

1 **5.1.g.** Within ninety (90) days after entry of this Final Judgment on Consent,
2 COMCAST CABLE shall provide notice to responsible managers for all of COMCAST
3 CABLE's COVERED FACILITIES of this Final Judgment on Consent and any revisions to
4 COMCAST CABLE's CUSTOMER RECORD DISPOSAL PROCEDURES and further inform
5 each responsible manager in writing of the following: (i) that compliance with the CUSTOMER
6 RECORD DISPOSAL PROCEDURES is mandatory and failure to follow them can result in
7 disciplinary action under COMCAST CABLE's employee policies; (ii) that COMCAST CABLE
8 will monitor compliance with COMCAST CABLE's CUSTOMER RECORD DISPOSAL
9 PROCEDURES; (iii) that failure to comply with this Final Judgment on Consent or COMCAST
10 CABLE's CUSTOMER RECORD DISPOSAL PROCEDURES may constitute grounds for
11 disciplinary action under the COMCAST CABLE's employee policies; (iv) that communications
12 required in paragraph 5.1.f. must be provided annually and the training required in paragraph
13 5.1.h. must be provided at least once every two years to all EMPLOYEES HANDLING
14 CUSTOMER RECORDS; and (v) that COVERED FACILITY managers are required
15 immediately to report any violations of which they become aware of COMCAST CABLE's
16 CUSTOMER RECORD DISPOSAL PROCEDURES, this Final Judgment on Consent, or
17 applicable laws to COMCAST CABLE's Customer Record Privacy Officer referenced in
18 paragraph 5.1.j. below.

19 **5.1.h.** As of January 2014, COMCAST CABLE had in effect an updated
20 training program regarding its CUSTOMER RECORD DISPOSAL PROCEDURES that
21 includes: (i) a review of COMCAST CABLE's procedures and practices relating to the protection
22 and disposal of CUSTOMER RECORDS containing PERSONAL INFORMATION along with
23 the disclosure that compliance with these procedures and any related procedures and practices are
24 mandatory and failure to follow them can result in disciplinary action, up to and including
25 termination; (ii) the name and telephone number and/or e-mail address of the corporate-level
26 employee or third-party vendor to whom employees can anonymously report any failures to
27 comply with COMCAST CABLE's CUSTOMER RECORD DISPOSAL PROCEDURES; this
28 person may be the Customer Record Privacy Officer referenced in paragraph 5.1.j. below; and

1 (iii) written or electronic evidence that each EMPLOYEE HANDLING CUSTOMER RECORDS
2 has completed the training and understands how to comply with COMCAST CABLE's
3 CUSTOMER RECORD DISPOSAL PROCEDURES, which may be satisfied by evidence that
4 each EMPLOYEE HANDLING CUSTOMER RECORDS received a passing score on a quiz at
5 the completion of any online training module. EMPLOYEES HANDLING CUSTOMER
6 RECORDS in COMCAST CABLE COVERED FACILITIES received this training in 2014.
7 Going forward, COMCAST CABLE shall require EMPLOYEES HANDLING CUSTOMER
8 RECORDS in COMCAST CABLE COVERED FACILITIES to complete the above described
9 training program every two years.

10 **5.1.i.** COMCAST CABLE shall provide the training specified in Paragraph
11 5.1.h to new EMPLOYEES HANDLING CUSTOMER RECORDS within ninety (90) days of the
12 employee's first date of employment. This training may be incorporated into new hire training or
13 orientation.

14 **5.1.j.** COMCAST CABLE shall designate a qualified employee, at the
15 corporate level of COMCAST CABLE's business operations in California, to serve as
16 COMCAST CABLE's Customer Records Privacy Officer. COMCAST CABLE's Customer
17 Records Privacy Officer's responsibilities shall include developing, implementing and overseeing
18 COMCAST CABLE's procedures for disposal and storage of CUSTOMER RECORDS
19 containing PERSONAL INFORMATION, as well as its training program. COMCAST
20 CABLE's Customer Records Privacy Officer shall be responsible for: (i) ensuring that the
21 CUSTOMER RECORD DISPOSAL PROCEDURES are adequately implemented and enforced;
22 (ii) overseeing the development, implementation and enforcement of these procedures and, as
23 necessary, the adoption of modifications to them in order to keep them current and effective.
24 Such oversight shall include adopting reasonable safeguards to ensure that there are adequate
25 approval and oversight procedures with respect to implementation of these procedures at
26 COMCAST CABLE COVERED FACILITIES; (iii) reviewing anonymous reports from
27 COMCAST CABLE's employees regarding any failures to comply with COMCAST CABLE's
28 CUSTOMER RECORD DISPOSAL PROCEDURES, this Final Judgment on Consent and/or

1 applicable State and Federal laws, and responses to questions or complaints from COMCAST
2 CABLE's employees regarding compliance with COMCAST CABLE's CUSTOMER RECORD
3 DISPOSAL PROCEDURES, this Final Judgment on Consent and/or applicable State and Federal
4 laws; (iv) annually reviewing COMCAST CABLE's Corporate Escalation Team's response to
5 customer complaints regarding COMCAST CABLE's DISPOSAL OF CUSTOMER RECORDS;
6 and (v) reviewing COMCAST CABLE's CUSTOMER RECORD DISPOSAL PROCEDURES
7 and related policies and practices at least annually to confirm that they are effective to
8 appropriately address the disposal and protection of CUSTOMERS' PERSONAL
9 INFORMATION and, as needed, adjusting COMCAST CABLE's procedures in response to this
10 review.

11 **5.1.k.** Within one-hundred and twenty (120) days from the date of entry of this
12 Final Judgment on Consent COMCAST CABLE shall forward to the People written
13 documentation demonstrating that each of the COVERED FACILITIES is in compliance with the
14 requirement that it provide training to all EMPLOYEES HANDLING CUSTOMER RECORDS
15 at COMCAST CABLE's COVERED FACILITIES as specified in Paragraph 5.1.h. herein. Such
16 written documentation shall be in the form of a declaration signed under penalty of perjury by the
17 Customer Records Privacy Officer or by a responsible COMCAST CABLE corporate officer with
18 authority to bind COMCAST CABLE. Such declaration shall state the efforts made by
19 COMCAST CABLE to ensure that each of the COVERED FACILITIES is in compliance with
20 the requirements with respect to training of EMPLOYEES HANDLING CUSTOMER
21 RECORDS. Such declaration shall also include and incorporate by reference an attachment
22 consisting of exemplars of the available training records. COMCAST CABLE shall also make
23 additional training records available upon request.

24 **5.1.l.** COMCAST CABLE shall make available for inspection and review a
25 copy of its documentation describing its CUSTOMER RECORD DISPOSAL PROCEDURES
26 and any training materials or related procedures to the People, and will, upon request of the
27 People, allow inspection and review of any revisions to such procedures or materials within thirty
28 (30) days of its receipt of such request.

1 **5.1.m.** Within ninety (90) calendar days of entry of this Final Judgment on
2 Consent, COMCAST CABLE shall retain the services of an independent third party auditor
3 (“Privacy Auditor”) to be chosen by COMCAST CABLE and approved by the People. The
4 Privacy Auditor will perform three (3) independent audits, one within eighteen (18) months,
5 another within thirty-six (36) months, and the third within fifty-four (54) months after entry of
6 this Final Judgment on Consent. The Privacy Auditor shall select and visit at a minimum the
7 COVERED FACILITIES selected by the auditor pursuant to Paragraph 4.1.x.(i) herein to
8 evaluate COMCAST CABLE’s compliance with Paragraph 5 (including all subparagraphs) of
9 this Final Judgment on Consent and applicable privacy laws. Each of the field inspections for
10 each Privacy Audit shall be conducted without advance notice to individual COVERED
11 FACILITIES, except to the extent deemed necessary by the Privacy Auditor to ensure
12 performance of the audit or the presence of persons desired for interviews.

13 **5.1.n.** If an initial random audit regarding compliance with COMCAST
14 CABLE’s CUSTOMER RECORD DISPOSAL PROCEDURES reveals that a COMCAST
15 CABLE COVERED FACILITY is not complying with COMCAST CABLE’s CUSTOMER
16 RECORD DISPOSAL PROCEDURES, COMCAST CABLE will document the violations, take
17 any necessary corrective action as soon as is practically possible, and document any such
18 corrective action taken. Documentation of the violations and corrective action shall be provided
19 to the People upon request.

20 **6. PAYMENTS FOR CIVIL PENALTIES, SUPPLEMENTAL**
21 **ENVIRONMENTAL PROJECTS AND COSTS**

22 COMCAST CABLE shall, within thirty (30) calendar days of entry of this Final Judgment
23 on Consent, pay twenty-two million eight-hundred and fifty thousand dollars (\$22,850,000) to the
24 People as civil penalties, as funding for supplemental environmental projects, and as
25 reimbursement of the costs of investigation and enforcement, as set forth in Paragraphs 6.1
26 through 6.3 below. In addition, as set forth in Paragraph 6.4 below, in lieu of payment of an
27 additional one million five hundred thousand dollars (\$1,500,000) in civil penalties, Comcast
28 shall make an in-kind payment to the People two million two hundred and fifty thousand dollars

1 (\$2,250,000) in air time (to be allocated by the People over a period of four consecutive years,
2 starting between December 2016 and January 2017, on a date to be selected by the Parties) for
3 Public Service Announcements created by the People to educate the public on how to properly
4 manage HAZARDOUS WASTE and UNIVERSAL WASTE, and shall, within thirty (30)
5 calendar days of entry of this Final Judgment on Consent, make a payment of one hundred and
6 fifty thousand dollars (\$150,000) to the California Department of Resources Recycling and
7 Recovery (“CalRecycle”) for use in covering the cost of producing said Public Service
8 Announcements. Further, Comcast shall expend (over five years) as least seven hundred
9 thousand dollars (\$700,000) for supplemental environmental compliance measures as set forth in
10 Paragraph 6.5. Within the time period set forth above, payments to the Attorney General’s Office
11 for civil penalties and costs, and to the Craig Thompson Environmental Protection Prosecution
12 Fund, the California Department of Toxic Substances Control, and CalRecycle for supplemental
13 environmental projects and/or costs shall be delivered to the Attorney General’s representatives
14 identified in Paragraph 10 for distribution pursuant to the terms of this Final Judgment on
15 Consent. Payments of the amount owed to the remaining entities identified in **Exhibits F, G and**
16 **I** shall be delivered to the Alameda District Attorney’s representatives identified in Paragraph 10
17 for distribution pursuant to the terms of this Final Judgment on Consent.

18 **6.1. Civil Penalties**

19 COMCAST CABLE shall pay seventeen million, eight hundred and fifty thousand dollars
20 (\$17,850,000) as civil penalties pursuant to sections of the California Health and Safety Code, the
21 California Government Code, and the California Business and Professions Code, to the People
22 and in accordance with the terms of **Exhibit F**, attached and made a part of this Final Judgment
23 on Consent by this reference.

24 **6.2. Supplemental Environmental Projects**

25 COMCAST CABLE shall pay three million dollars (\$3,000,000) for supplemental
26 environmental projects identified in, and in accordance with the terms of **Exhibit G**, attached and
27 made part of this Final Judgment on Consent by this reference.

1 **6.3. Reimbursement of Costs of Investigation and Enforcement**

2 COMCAST CABLE shall pay two million dollars (\$2,000,000) for reimbursement of
3 attorneys' fees, costs of investigation, and other costs of enforcement to the entities identified in
4 and in accordance with the terms of **Exhibit I**, attached and made a part of this Final Judgment on
5 Consent by this Reference.

6 **6.4 Supplemental Environmental Project – Public Service Announcements**

7 In lieu of payment of an additional one million five hundred thousand (\$1,500,000) in civil
8 penalties and in accordance with the terms and conditions in **Exhibit J**, attached and made part of
9 this Final Judgment on Consent by this reference, COMCAST CABLE shall (a) make an in-kind
10 payment to the People of two million two hundred and fifty thousand dollars (\$2,250,000) in air-
11 time (to be allocated by the People over a period of four consecutive years starting between
12 December 2016 and January 2017, on a date to be selected by the Parties) for Public Service
13 Announcements created by the People to educate the public on how to properly manage
14 HAZARDOUS WASTE and UNIVERSAL WASTE, and (b) provide \$150,000 in funding to
15 CalRecycle for the production costs associated with the Public Service Announcements. If, five
16 years after entry of this Final Judgment on Consent, the People, in compliance with the
17 procedures set forth in **Exhibit J**, have requested but COMCAST CABLE has not completed its
18 in-kind payment of two million two hundred and fifty thousand dollars in air-time, COMCAST
19 CABLE shall owe the People \$1 in civil penalties for every \$1.50 in air time not provided.
20 COMCAST CABLE shall pay the civil penalty amount due within 30 days of receiving written
21 notice from the People.

22 **6.5 Supplemental Environmental Compliance Measures**

23 COMCAST CABLE shall expend at least seven hundred thousand dollars (\$700,000) for
24 supplemental environmental compliance measures identified in, and in accordance with the terms
25 of, **Exhibit H**, attached and made part of this Final Judgment on Consent by this reference.

26 **6.6. Copy of Payments to the People's Representatives**

27 COMCAST CABLE shall send an electronic confirmation of any payment made by wire
28 transfer to each of the People's representatives identified in Paragraph 10 at the time of payment.

1 **6.7. Late Payments**

2 COMCAST CABLE shall be liable for a civil penalty of twenty-five thousand dollars
3 (\$25,000.00) for each calendar day that any payment required pursuant to Paragraphs 6.1 through
4 6.4 is late.

5 **7. ENFORCEMENT OF FINAL JUDGMENT ON CONSENT AND PENALTIES**

6 **7.1** Failure to comply with this Final Judgment on Consent and the specific additional
7 injunctive provisions that follow may subject COMCAST CABLE to sanctions, including but not
8 limited to contempt and additional penalties in this action as well as any separate enforcement
9 action that may be brought.

10 **7.2** The People may move this Court for additional relief for any violation of any
11 provision of this Final Judgment on Consent, including but not limited to, contempt, additional
12 injunctive provisions, or penalties. Before moving this Court to enforce any of the terms of this
13 Final Judgment on Consent, including a motion for contempt, and in accordance with the
14 procedures set forth below in Paragraph 16, the People shall meet and confer with COMCAST
15 CABLE in a good faith attempt to resolve the issue without judicial intervention. To ensure that
16 the meet and confer process is as productive as possible, the Parties shall meet and confer at least
17 ten (10) calendar days prior to the filing of any application or motion relating to this Final
18 Judgment on Consent, and shall negotiate in good faith in an effort to resolve any dispute without
19 judicial intervention. This “meet and confer” procedure shall not apply to any emergency relief
20 that the People may seek, in its sole discretion, or to any separate enforcement action. For
21 purposes of this Final Judgment on Consent, an action for contempt shall not be considered
22 emergency relief. Nothing in this Final Judgment on Consent shall limit any rights of the People
23 to seek any other relief or remedies provided by law, or the rights of COMCAST CABLE to
24 defend against any request of the People for such other relief or remedies.

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

26 **8.1.** This Final Judgment on Consent is a final and binding resolution and settlement
27 between the People and COMCAST CABLE of the claims, violations or causes of action
28 specifically alleged by the People in the Complaint filed in this action or that could have been

1 asserted within the scope of the allegations set forth in the Complaint during the relevant period
2 of time as specified in Paragraph 20 of the Complaint. The matters described in the previous
3 sentence are “Covered Matters.” The People covenant not to sue, for any Covered Matter in
4 connection with the COVERED FACILITIES and/or the Tracy Warehouse, COMCAST CABLE
5 and its parents, subsidiaries, affiliates, affiliate partnerships, predecessors, officers, directors, and
6 employees. The People also covenant not to sue, for any Covered Matter, COMCAST CABLE’s
7 agents, servants and representatives to the extent, if any, they: (i) handled or managed (or were
8 responsible for handling or managing) CONSENT JUDGMENT WASTE ITEMS, SCRAP
9 METAL ITEMS and/or CUSTOMER RECORDS, in connection with COVERED FACILITIES
10 and/or the Tracy Warehouse, and (ii) acted on behalf of COMCAST CABLE in doing so during
11 the relevant period as set forth in the Complaint. The People’s covenant not to sue, solely with
12 respect to any Covered Matter, any of the above persons, parties or entities is expressly
13 conditioned upon the express written consent and acknowledgment by such persons, parties, and
14 entities that they are waiving their right to sue the People or any agency of the State of California,
15 or the County of Alameda, or any of their respective officers, employees, representatives, agents
16 or attorneys in accordance with the terms of Paragraph 8.7 of this Final Judgment on Consent.
17 Defendant’s execution of the Stipulation for Entry of Final Judgment and Permanent Injunction
18 on Consent (the “Stipulation”) filed in this action shall constitute such consent and
19 acknowledgment on behalf of Defendant, COMCAST CABLE, and its respective parents,
20 subsidiaries, predecessors, representatives, affiliates, affiliate partnerships, officers, directors,
21 employees, servants and agents, and COMCAST CABLE represents that the signatories to the
22 Stipulation will bind them for purposes of the commitment in this paragraph. For any person,
23 entity, or party not bound by the signatories to the Stipulation pursuant to the two previous
24 sentences, the People’s covenant not to sue is not valid as to those persons, entities, or parties
25 absent their express written acknowledgment given at the time that they assert the covenant not to
26 sue that they waive their right to sue the People or any agency of the State of California or the
27 County of Alameda, or any of their respective officers, employees, representatives, agents or
28 attorneys in accordance with the terms of Paragraph 8.7. Any claim, violation, or cause of action

1 that is not a Covered Matter is a “Reserved Claim.” Reserved Claims include, without limitation,
2 any violation that occurs after the date of entry of this Final Judgment on Consent, any claims and
3 causes of action referenced below in Paragraph 8.2, claims against COMCAST CABLE’s
4 independent contractors or subcontractors, and any violations of law, statute, regulation or
5 ordinance, if any, by COMCAST CABLE which are based on facts not expressly alleged by the
6 Complaint or addressed as a Covered Matter. Covered Matters for which COMCAST CABLE is
7 receiving a covenant not to sue pursuant to this Paragraph 8.1 do not include past or future
8 conduct at or in connection with facilities that are not COVERED FACILITIES as of the date of
9 entry of this Final Judgment on Consent or which first become COVERED FACILITIES after
10 entry of this Final Judgment on Consent, except that COMCAST CABLE is receiving a covenant
11 not to sue in connection with Covered Matters at the Tracy Warehouse. Subject to Paragraph 8.3
12 below, the Parties each reserve all rights and defenses as to any Reserved Claim.

13 **8.2.** Further, any claims or causes of action against COMCAST CABLE for performance
14 of cleanup, corrective action, or response action for any actual past or future releases, spills, or
15 disposals of HAZARDOUS WASTE or HAZARDOUS substances that were caused or
16 contributed to by COMCAST CABLE at or from the COVERED FACILITIES are not Covered
17 Matters.

18 **8.3.** In any subsequent action that may be brought by the People based on any Reserved
19 Claim, COMCAST CABLE agrees that it will not assert that failing to pursue the Reserved
20 Claims as part of this action constitutes claim-splitting, laches or is otherwise inequitable because
21 such claims should have been brought as part of this action. This paragraph does not prohibit
22 COMCAST CABLE from asserting any statute of limitations or other legal or equitable defenses
23 that may be applicable to any Reserved Claims.

24 **8.4.** In the event litigation is filed by an entity that is not a party to this action against
25 COMCAST CABLE arising out of or related to a Covered Matter, COMCAST CABLE shall,
26 within thirty-five (35) calendar days following service of such litigation upon COMCAST
27 CABLE, notify the People of such litigation. Upon such timely notice, the People will undertake
28 a good faith effort to determine whether the subsequent litigation is barred by the terms of this

1 Final Judgment on Consent and the principle of res judicata. If the People determine that the
2 subsequent litigation is barred by the terms of this Final Judgment on Consent and the principle of
3 res judicata, the People may appear in person or in writing in such subsequent litigation to explain
4 the People’s view of the effect of this Final Judgment on Consent on such litigation. Nothing in
5 this Final Judgment on Consent bars COMCAST CABLE from moving to compel the People’s
6 appearance in such an action, however, the People reserve all rights and defenses to any such
7 motion.

8 **8.5.** The provisions of Paragraph 8.1 are effective on the date of entry of the Final
9 Judgment on Consent. The resolution of the Covered Matters specified in Paragraph 8.1 is
10 expressly conditioned on COMCAST CABLE’s full payment of the amounts due under this Final
11 Judgment on Consent and compliance with the injunctive terms of this Final Judgment on
12 Consent.

13 **8.6.** Paragraph 8.1 does not limit the right and ability of the People to enforce the terms of
14 this Final Judgment on Consent.

15 **8.7.** COMCAST CABLE covenants not to pursue any civil or administrative claims
16 against the People or against any agency of the State of California, Alameda County, or against
17 their officers, employees, representatives, agents or attorneys arising out of or related to any
18 Covered Matter.

19 **9. FORCE MAJEURE**

20 **9.1.** It is not a breach of COMCAST CABLE’s obligations under Paragraphs 4 through
21 Paragraphs 5.1.n. if COMCAST CABLE is unable to perform due to a *Force Majeure* event.
22 Any event due to acts of God, acts of war or that arises beyond the control of COMCAST
23 CABLE that prevents the performance of such an obligation despite COMCAST CABLE’s
24 timely and diligent efforts to fulfill the obligation is a *Force Majeure* event. A *Force Majeure*
25 event does not include financial inability to fund or complete the work, any failure by
26 COMCAST CABLE’s suppliers, contractors, subcontractors or other persons contracted to
27 perform the work for or on behalf of COMCAST CABLE (unless their failure to do so is itself
28 due to a *Force Majeure* event), nor does it include circumstances which could have been avoided

1 if COMCAST CABLE had complied with preventative requirements imposed by law, regulation
2 or ordinance.

3 **9.2.** If COMCAST CABLE claims a *Force Majeure* event, it shall notify the People in
4 writing within seven (7) business days of when COMCAST CABLE first learns that the event
5 will prevent performance of an obligation in Paragraphs 4 through Paragraphs 5.1.n. Within
6 fourteen (14) calendar days after the date of the written notice to the People, COMCAST CABLE
7 shall provide to the People a written explanation and description of the reasons for the prevention
8 of performance, all actions taken or to be taken to prevent or mitigate the non-performance, the
9 anticipated date for performance, an explanation of why the event is a *Force Majeure* event, and
10 any documentation to support COMCAST CABLE's explanation. Within fourteen (14) calendar
11 days of receipt of such explanation, the People will notify COMCAST CABLE in writing
12 whether the People agree or disagree with COMCAST CABLE's assertion of a *Force Majeure*
13 event. If the Parties do not agree that a particular delay or lack of performance is attributable to a
14 *Force Majeure* event, either Party may petition the Court to resolve the dispute. If either Party
15 petitions the Court to resolve the dispute, it will neither preclude nor prejudice the People from
16 bringing a motion to enforce any of the provisions of Paragraphs 4 through Paragraphs 5.1.n.
17 against COMCAST CABLE as provided in Paragraph 9.4, below.

18 **9.3.** The time for performance of the obligations under Paragraphs 4 through Paragraphs
19 5.1.n. of this Final Judgment on Consent that are affected by a *Force Majeure* event will be
20 extended for such time as is necessary to complete those obligations. An extension of the time
21 for performance of the obligations affected by the *Force Majeure* event shall not, of itself, extend
22 the time for performance of any other obligation.

23 **9.4.** If the People choose to enforce the provisions of Paragraphs 4 through Paragraphs
24 5.1.n. against COMCAST CABLE for the failure to perform in spite of COMCAST CABLE's
25 claim of a *Force Majeure* event, COMCAST CABLE may raise the claimed *Force Majeure* event
26 as a defense to such an action and shall have the burden of proof to demonstrate the *Force*
27 *Majeure* event.
28

1 **9.5.** The parties may amend the *Force Majeure* provisions of Paragraph 9 in a writing
2 signed by both parties.

3 **10. NOTICE**

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

5 For the People:

6 Ed Ochoa, Deputy Attorney General
7 Office of the Attorney General of California
8 600 West Broadway, Suite 1800
9 San Diego, CA 92101

10 David Zonana
11 Supervising Deputy Attorney General
12 Office of the Attorney General
13 1515 Clay Street, 20th Floor
14 Oakland, CA 94612

15 and

16 Kenneth Mifsud
17 Assistant District Attorney
18 Alameda County District Attorney's Office, Consumer and
19 Environmental Protection Department
20 7677 Oakport Street, Suite 650
21 Oakland, California 94621

22 For COMCAST CABLE:

23 Manny Abascal
24 Latham & Watkins LLP
25 355 South Grand Avenue
26 Los Angeles, CA 90071-1560

27 Kerry E. Shea
28 Davis Wright Tremaine LLP
29 505 Montgomery Street, Suite 800
30 San Francisco, California 94111-6533

31 and

32 General Counsel – Cable Law Department
33 Comcast Cable
34 One Comcast Center
35 1701 John F. Kennedy Boulevard
36 Philadelphia, PA 19103

37 Any Party may change its notice name and address by informing the other Party in writing,
38 but no change is effective until it is received. All notices and other communications required or

1 permitted under this Final Judgment on Consent that are properly addressed as provided in this
2 paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective
3 five (5) days following deposit in the United States mail, postage prepaid, if delivered by mail.

4 **11. EFFECT OF FINAL JUDGMENT ON CONSENT**

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

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

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

19 **13. NO WAIVER OF RIGHT TO ENFORCE**

20 The failure of the People to enforce any provision of this Final Judgment on Consent shall
21 neither be deemed a waiver of such provision nor in any way affect the validity of this Final
22 Judgment on Consent. The failure of the People to enforce any such provision shall not preclude
23 it from later enforcing the same or any other provision of this Final Judgment on Consent. Except
24 as expressly provided in this Final Judgment on Consent, COMCAST CABLE retains all
25 defenses allowed by law to any such later enforcement. No oral advice, guidance, suggestions or
26 comments by employees or officials of any Party regarding matters covered in this Final
27 Judgment on Consent shall be construed to relieve any Party of its obligations under this Final
28 Judgment on Consent.

1 **14. FUTURE REGULATORY CHANGES**

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

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

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

11 **16. CONTINUING JURISDICTION**

12 The court shall retain continuing jurisdiction to enforce the terms of this Final Judgment on
13 Consent and to address any other matters arising out of or regarding this Final Judgment on
14 Consent. The Parties shall meet and confer at least ten (10) calendar days prior to the filing of
15 any application or motion relating to this Final Judgment on Consent, and shall negotiate in good
16 faith in an effort to resolve any dispute without judicial intervention. This “meet and confer”
17 procedure shall not apply to any emergency relief that the People may seek, in its sole discretion,
18 or to any separate enforcement action, and nothing in this Final Judgment on Consent shall limit
19 any rights of the People to seek any other relief or remedies provided by law, or the rights of
20 COMCAST CABLE to defend against any request of the People for such other relief or remedies.
21 If the Parties are unable to resolve their dispute after meet and confer discussions, either Party
22 may move this Court seeking a resolution of that dispute by the Court.

23 **17. ABILITY TO INSPECT COVERED FACILITIES AND COPY RECORDS**
24 **AND DOCUMENTS**

25 On reasonable notice, COMCAST CABLE shall permit any duly authorized representative
26 of the People as permitted by law to conduct an inspection any of the COVERED FACILITIES
27 and to inspect and/or copy records and documents to determine whether COMCAST CABLE is
28 in compliance with the terms of this Final Judgment on Consent. Nothing in this Final Judgment

1 on Consent is intended to limit in any way the right of entry or inspection that any agency may
2 otherwise have by operation of any law. Furthermore, nothing in this paragraph is intended to
3 require access to or production of any documents that are protected from production or disclosure
4 by the attorney-client privilege, attorney work product doctrine, any other applicable privilege,
5 defenses, exemptions, or immunities afforded to COMCAST CABLE under applicable law, nor
6 does it waive any of the objections or defenses to which COMCAST CABLE would be entitled in
7 responding to requests for documents made by subpoena or other formal legal process or
8 discovery. This obligation shall not require COMCAST CABLE to alter its normal document
9 retention policies (including but not limited to policies regarding backup tapes for electronic
10 documents); provided, however, that COMCAST CABLE's policies must comply with Health
11 and Safety Code chapter 6.5 and California Code of Regulations, title 22.

12 **18. PAYMENT OF LITIGATION EXPENSES AND FEES**

13 COMCAST CABLE shall pay its own attorney fees, expert witness fees and costs and all
14 other costs of litigation and investigation incurred.

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

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

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

25 **20. INTERPRETATION**

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

1 **21. INTEGRATION**

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

5 **22. MODIFICATION OF FINAL JUDGMENT ON CONSENT**

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

9 **23. STATUS REPORTS**

10 Beginning six months after entry of this Final Judgment on Consent, for as long as this
11 Final Judgment on Consent remains in effect, COMCAST CABLE shall submit an annual status
12 report to the People’s representatives listed in Paragraph 10 above. The status report shall: briefly
13 summarize the actions that COMCAST CABLE has taken during the previous twelve months (or
14 in the case of the first report the previous six months) in order to comply with its obligations
15 under this Final Judgment on Consent; disclose any notices of violation that COMCAST CABLE
16 has received pertaining to the matters covered in this Final Judgment on Consent and disclose any
17 corrective actions taken as a result; and set forth any penalties COMCAST CABLE has paid to
18 any governmental agency for noncompliance arising from COMCAST CABLE’s business
19 operations in California for the matters covered in this Final Judgment on Consent. Each status
20 report shall state under penalty of perjury, that based on information and belief obtained after a
21 good faith and reasonable inquiry, that the information contained therein is believed to be true
22 and correct.

23 **24. EFFECTIVE DATE OF FINAL JUDGMENT ON CONSENT**

24 The effective date of this Final Judgment on Consent shall be the date of entry of this Final
25 Judgment on Consent as ordered by the Court.

26 **25. TERMINATION OF FINAL JUDGMENT ON CONSENT**

27 At any time after this Final Judgment on Consent has been in effect for five (5) years, and
28 COMCAST CABLE has paid any and all amounts due under the Final Judgment on Consent and

1 has been in substantial compliance with the injunctive terms herein, COMCAST CABLE may,
2 after first providing ninety (90) calendar days written notice to the People, file a motion
3 requesting a Court order that the permanent injunctive provisions of Paragraphs 4 through
4 Paragraphs 5.1.n. shall have no prospective force or effect based on COMCAST CABLE's
5 demonstrated history of compliance with the Final Judgment on Consent. If the People agree that
6 COMCAST CABLE has demonstrated that it has substantially complied with the obligations set
7 forth in the Final Judgment on Consent, the People will file a statement of non-opposition to
8 COMCAST CABLE's motion. If the People disagree, the People will file an opposition setting
9 forth the People's reasoning and will recommend that the Final Judgment on Consent, including
10 the injunctive provisions, remain in effect. Within thirty (30) calendar days of the filing of
11 COMCAST CABLE's motion, the People will file either a statement of non-opposition, or an
12 opposition, and within forty-five (45) calendar days of the filing of COMCAST CABLE's
13 motion, COMCAST CABLE may file a reply. The Parties agree that the hearing on such motion
14 shall be set consistent with this briefing schedule. The Parties further agree that the Court may
15 grant COMCAST CABLE's request upon determining that COMCAST CABLE has
16 demonstrated that it has substantially complied with the obligations set forth in the Final
17 Judgment on Consent.

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

21
22 Dated: _____, 2015

23 JUDGE OF THE SUPERIOR COURT
24
25
26
27
28

EXHIBIT A

**EXHIBIT A
COVERED FACILITIES**

Address	City	State	Zip Code
8636 Antelope North Rd	Antelope	California	95843
1936 University Avenue	Berkeley	California	94704
2535 Sand Creek Rd, Suite 140	Brentwood	California	94513
860 and 880 Stanton Road	Burlingame	California	94010
427 Eaton Road	Chico	California	95973
46 Sandhill Court	Chico	California	93710
2093 Salvio Street	Concord	California	94520
2500 Bates Avenue	Concord	California	94520
699 Serramonte Boulevard	Daly City	California	94015
2501 Research Park Drive	Davis	California	95618
6517 Commerce Way	Diamond Springs	California	95619
6606 Merchandise Way	Diamond Springs	California	95619
4104 Grafton Street	Dublin	California	94568
1955 West Texas Street	Fairfield	California	94533
5133 Fulton Drive	Fairfield	California	94534
2270 Boynton Avenue	Fairfield	California	94533
2766 East Bidwell	Folsom	California	95630
1260 North Main Street	Fort Bragg	California	95437
999 Edgewater Boulevard	Foster City	California	94404
395, 555 and 579 Mowry Avenue	Fremont	California	94536
35 Via La Plata	Fresno	California	93720
4952 E. Kings Canyon Rd, Suite 102	Fresno	California	93727
2441 North Grove Industrial Drive	Fresno	California	93727
2096 North Gateway	Fresno	California	93727
840 East Main Street	Grass Valley	California	95945
23525 Clawiter Road	Hayward	California	94545
3011, 3055, and 3077 Comcast Place*	Livermore	California	94551
1145 North H Street	Lompoc	California	93436
115 West G Street	Los Banos	California	93635
3760 Haven Avenue	Menlo Park	California	94025
1717 Miles Court	Merced	California	95348
597 East Calaveras Boulevard	Milpitas	California	95035
3801 Pelandale Ave, Suite A-11	Modesto	California	95356
1639 Princeton Avenue	Modesto	California	95350
2440 N Fremont Street	Monterey	California	93940
2455 Henderson Way	Monterey	California	93940
3194-3196 Jefferson Street	Napa	California	95926
708 Central Avenue	Napa	California	94558

**EXHIBIT A
COVERED FACILITIES**

Address	City	State	Zip Code
3070 East 9th Street	Oakland	California	94606
8470 Pardee*	Oakland	California	94621
8120 MacArthur	Oakland	California	94605
721 Hickey Boulevard	Pacifica	California	94015
2825 El Camino Real, Suite 100	Palo Alto	California	94306
369 S. McDowell Boulevard	Petaluma	California	94954
720 A-D Belmont Way	Pinole	California	94564
550 Garcia Avenue	Pittsburg	California	94565
2166 Rheem Drive	Pleasanton	California	94588
3800 Klose Way, Suite J	Richmond	California	94806
1401 Marina Way South	Richmond	California	94801
1300 Valley House Drive, Suite 160	Rohnert Park	California	94928
595 Martin Avenue	Rohnert Park	California	94928
1850 Douglas Boulevard	Roseville	California	95661
3890 Truxel Road	Sacramento	California	95834
8211 Bruceville Road	Sacramento	California	95823
1242 West National Drive	Sacramento	California	95834
6901 Roseville Road	Sacramento	California	95842
1481 North Davis Road	Salinas	California	93907
710 La Guardia Street	Salinas	California	93905
260 Potrero Avenue	San Francisco	California	94103
1485 Bayshore Boulevard	San Francisco	California	94124
2055 and 2075 Folsom Street	San Francisco	California	94110
1 La Avanzada Street	San Francisco	California	94131
1470 Pine	San Francisco	California	94109
2200 19th Avenue	San Francisco	California	94116
3732 Geary (aka 3706 Geary)	San Francisco	California	94118
5440 Mission Street	San Francisco	California	94112
1600 Saratoga Avenue, #32	San Jose	California	95129
1900 South 10th Street*	San Jose	California	95112
83 East 21st Avenue	San Mateo	California	94403
172 Northgate One Center	San Rafael	California	94903
1111 Andersen Drive	San Rafael	California	94901
1111 Second Avenue	San Rafael	California	94901
3450 Garrett Drive	Santa Clara	California	95054
580 River Street, Suite C&D	Santa Cruz	California	95060
2323 Thompson Way	Santa Maria	California	93455
2350 Santa Rosa Avenue, Suites B & C	Santa Rosa	California	95407

**EXHIBIT A
COVERED FACILITIES**

Address	City	State	Zip Code
106 Whispering Pines Drive	Scotts Valley	California	95066
19000 Nugget Boulevard	Sonora	California	95370
5756 Pacific Avenue, Spaces D-5 and D-7	Stockton	California	95207
6505 Tam O'Shanter Drive	Stockton	California	95210
844 Hammerton	Stockton	California	95210
717 East El Camino Real, Suites 8 & 9	Sunnyvale	California	94087
3077 North Tracy Boulevard	Tracy	California	95376
305 and 307 West 11th Street	Tracy	California	95376
1060 North State Street	Ukiah	California	95482
31055 Courthouse Drive	Union City	California	94544
1788 Tuolumne Street	Vallejo	California	94590
4450 Double Springs Road	Valley Springs	California	95252
1031 North Plaza Drive	Visalia	California	93291
1267 Arroyo Way	Walnut Creek	California	94596
441 Bridge Street	Yuba City	California	95991
311 B Street	Yuba City	California	95991
1252 Market Street	Yuba City	California	95991

* Indicates facilities designated pursuant to Paragraph 4.1.x.(i). of the Final Judgment and Permanent Injunction on Consent

EXHIBIT B

Exhibit B

Consent Judgment Waste Items

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

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

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

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

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

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

- A. Aerosol Cans that, by agreement with the People, are not characterized as HAZARDOUS; and
- B. Non-HAZARDOUS Aerosol Cans that conform to California statutes or regulations similar to the EU Directive 2011/65/EU (i.e., RoHS2), as it may be amended or revised,

accompanied by documentation specified by law certifying that the item does not contain levels of hazardous substances posing an environmental or human health hazard.

4. LAMPS and MERCURY-ADDED LAMPS, as defined in Section 3 (“Definitions”) of the Consent Judgment.

5. OTHER COVERED ITEMS shall mean the following items listed in 5.A, but shall not include the items listed in 5.B:

A. Items in the following categories:

1. Remote controls
2. Transformers
3. Customer premises equipment (also referred to as “CPE”)
4. Power adapters
5. CPE power supplies
6. Remote terminals
7. Field testing equipment
8. Devices containing meters
9. Adhesives & Glues
10. Caulkings & Sealants
11. Greases & Lubricants, Petroleum-based
12. Paints
13. Freon
14. Lighter fluid
15. Propane
16. Machine Polish
17. Denatured Alcohol
18. Printer Cartridge
19. Automotive lead acid battery

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

1. For any item(s) listed in the categories in 5.A that are liquids, the containers of any such item(s) that are empty pursuant to § 66261.7 of the California Code of Regulations;
2. Non-HAZARDOUS items that conform to California statutes or regulations similar to the EU Directive 2011/65/EU (i.e., RoHS2), as it may be amended or revised, accompanied by documentation specified by law certifying that the item does not contain levels of hazardous substances posing an environmental or human health hazard.

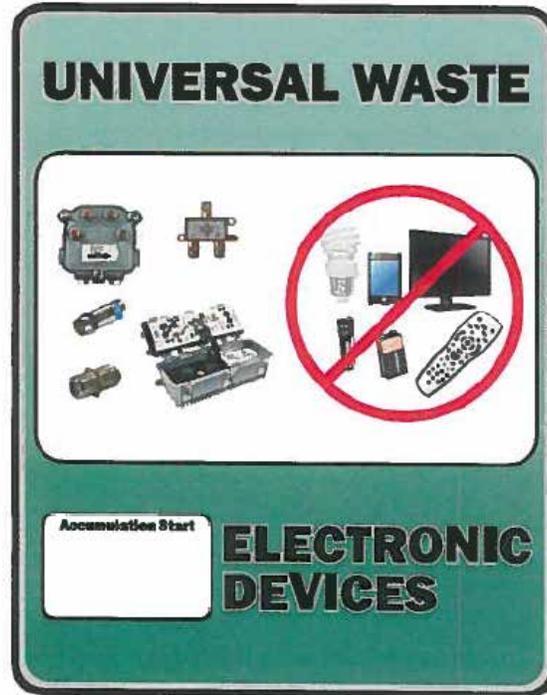
EXHIBIT C

Exhibit C

Marking and Labeling of Sorting Bins and Containers

Pursuant to Paragraph 4.1.o. of this Final Judgment on Consent (“Consent Judgment”), WASTE sorting bins and containers under COMCAST CABLE’s control at each COVERED FACILITY in which OTHER COVERED ITEMS and/or ELECTRONIC DEVICES which have become WASTE are accumulated or stored shall be marked and labeled to identify specific types of WASTE(S) in a manner substantially in the form depicted in the sample photographs below:





This Exhibit does not replace or supersede the additional requirements regarding the accumulation and storage of OTHER COVERED ITEMS and ELECTRONIC DEVICES that have become a WASTE are set forth in Paragraph 4.1.o of the Consent Judgment. The requirements of this Exhibit do not apply to OTHER COVERED ITEMS and ELECTRONIC DEVICES that are not WASTE and are accumulated or stored for REFURBISHMENT.

EXHIBIT D

Exhibit D

Labeling of Roll-Off Container, Bins and Dumpsters

Pursuant to Paragraph 4.1.v. of this Final Judgment on Consent (“Consent Judgment”), COMCAST CABLE shall label all roll-off containers, bins and dumpsters that are owned, managed or controlled by COMCAST CABLE and that are destined for municipal landfills or destined for recyclers of cardboard and paper, with signs substantially in the form depicted in the sample photographs below:





This Exhibit does not replace or supersede the additional requirements regarding the inspection of roll-off containers, bins and dumpsters are set forth in Paragraph 4.1.v. of the Consent Judgment.

EXHIBIT E

EXHIBIT E

Officer Certification re Post-March 12, 2012 Compliance

1. My name is Richard J. Sbragia. I am the Chief Financial Officer and Regional Vice President of Finance and Accounting for the California Region of Comcast Cable of California (the "COMPANY".)
2. My job responsibilities from March 19, 2012 to the present include overseeing all financial aspects of the COMPANY, including the Business Assurance/Audit, Supply Chain Operations, Fleet Operations, and Facilities Management functions. I also work closely with COMPANY management to ensure that overall required training and compliance is completed timely.
3. I am informed that on March 13, 2012, the attorneys for the People of the State of California, by and through the Attorney General of the State of California and the District Attorney for the County of Alameda (collectively, the "PEOPLE"), met with the COMPANY and informed the COMPANY of their investigation. I further am informed that at the March 13, 2012 meeting, the COMPANY agreed to perform the following five actions immediately and to meet periodically with the PEOPLE to report on the progress of each item:
 - a. Notify all employees to stop placing HAZARDOUS WASTE and UNIVERSAL WASTE items in trash receptacles;
 - b. Inventory all HAZARDOUS WASTE;
 - c. Train employees on proper handling of HAZARDOUS WASTE and UNIVERSAL WASTE;
 - d. Conduct inspections of trash receptacles and facilities; and
 - e. Commit to properly manage HAZARDOUS WASTE and UNIVERSAL WASTE.
4. I am informed that, within three (3) days of the March 13, 2012 meeting, the COMPANY took the following steps: (a) immediately informed the COMPANY management of the investigation, the meeting, and the five action items; and (b) directed all supervisors to notify their team members that HAZARDOUS WASTE, including UNIVERSAL WASTE, should not go in the municipal trash receptacles.
5. Within 30 days of the March 13, 2012 meeting, the COMPANY took the following actions:
 - a. Notified all California supervisors to instruct their employees to immediately stop placing HAZARDOUS WASTE and UNIVERSAL WASTE items in the trash receptacles;

- b. Retained a qualified HAZARDOUS WASTE handling company to assist with inspections and if necessary waste separation of trash receptacles.
 - c. Implemented a program where trash receptacles destined for municipal landfills were thoroughly inspected prior to leaving the COVERED FACILITIES' premises and any items not appropriate for such a destination were removed from the dumpster. The inspected/approved dumpsters were then locked to prevent any additional material to be disposed therein before leaving the premises.
 - d. Assigned at each facility two employees who would be responsible for inspecting trash dumpsters.
 - e. Assigned a Project Manager to manage the response internally for the COMPANY.
 - f. Retained and began working with an environmental consulting firm to review the COMPANY'S environmental compliance, and to assist in implementing policies, procedures, training and auditing services to improve the COMPANY'S compliance efforts ("CONSULTANT"). CONSULTANT assigned a dedicated team of three people to assist with the COMPANY'S efforts.
 - g. Developed one-page information sheets to assist in on-the-job training and immediate reference for disposal questions and set up a 1-800 number for questions.
6. On March 30, 2012, the COMPANY met with the PEOPLE to provide a detailed update on the matters described above.
7. Within three (3) months of the March 13, 2012 meeting with the PEOPLE, the COMPANY had taken the following steps:
- a. Trained approximately 2,200 employees through an in-person and webinar program regarding sorting and methods relating to HAZARDOUS WASTE and UNIVERSAL WASTE handling;
 - b. Audited its COVERED FACILITIES that managed HAZARDOUS WASTE and UNIVERSAL WASTE to identify the waste streams, and (1) identified items for corrective action, recycling and/or disposal;(2) re-inspected certain COVERED FACILITIES; and (3) if necessary, implemented additional inspection steps or safeguards, such as assigning guards to certain trash dumpsters;
 - c. Implemented a system-wide sorting procedure whereby employees place UNIVERSAL WASTE and recyclables into labeled recycling bins;

- d. Retained a California recycler to collect system-wide the sorted waste and to recycle it;
 - e. Trained personnel at each COVERED FACILITY on how to conduct effective inspections of recycling bins and trash dumpsters;
 - f. Notified on multiple occasions employees via COMPANY-wide broadcast, team huddles, and internal publications regarding the requirement to sort waste and on-the-job training relating to waste.
 - g. Created and pursued other programs to support the waste separation process by (1) identifying policies and procedures to update and improve; (2) creating additional training and reminder laminated cards; (3) updating signage at facilities on containers, bins and dumpsters; and (4) producing on-line FAQs.
 - h. Began searching for a full time Director level Environmental Director to run a state-wide, centralized Environmental Department
8. On June 7, 2012, the COMPANY met with the People and provided an update of the actions described above.
9. Within six (6) months of the March 13, 2012 meeting, the COMPANY had taken the following steps:
- a. Continued working with the CONSULTANT'S dedicated team to review, audit, and improve upon the COMPANY'S environmental compliance program;
 - b. Centralized its environmental compliance program in one statewide department and hired a Statewide Director for the Environmental Department as well as a staff for the Environmental Department;
 - c. Implemented an inspection checklist for use in weekly inspections, which was later imported to an online electronic format to track completion of inspections, issues observed and corrective actions at all COVERED FACILITIES.
 - d. Continued and improved a program to create and retain bills of lading for UNIVERSAL WASTE shipments according to California Code of Regulations title 22, section 66273.39; and
 - e. Implemented and confirmed the sorting procedure, training program and record keeping procedures.
10. To make this declaration I spoke with people who directed and implemented the actions described in paragraphs 3 through 9. I participate in regular conference calls

with EHS staff, real estate, Facilities, Tech Ops and Network Operations staff so that they can advise me of the status of implementation of the system described above in paragraphs 7 through 9. As a result, I am aware of the system that has been implemented and operating.

11. Based on the combination of my personal knowledge and a belief formed in reliance on the information provided to me as described above, and relying upon the advice of legal counsel, I hereby declare under penalty of perjury that the COMPANY took the actions described above.

Executed this ___ day of December, 2015 in _____, California.

Richard J. Sbragia
Chief Financial Officer and Regional
Vice President of Finance and Accounting,
California Region, Comcast Cable of California

EXHIBIT F

Exhibit F
Disbursement of Civil Penalties

Row #	Attorney General, District Attorneys and City Attorneys Offices Receiving Civil Penalties	Total Business & Professions Code §§ 17200 and 17206 Penalties to be Paid
1	Attorney General's Office (<i>see endnote</i>) ⁱ	\$9,025,000
2	Alameda County District Attorney's Office (<i>see endnote</i>) ⁱⁱ	\$7,325,000
3	Butte County District Attorney's Office	\$10,000
4	Calaveras County District Attorney's Office	\$15,000
5	Contra Costa County District Attorney's Office	\$150,000
6	El Dorado County District Attorney's Office	\$10,000
7	Fresno County District Attorney's Office	\$100,000
8	Marin County District Attorney's Office	\$60,000
9	Mendocino County District Attorney's Office	\$20,000
10	Merced County District Attorney's Office	\$35,000
11	Monterey County District Attorney's Office	\$110,000
12	Napa County District Attorney's Office	\$10,000
13	Nevada County District Attorney's Office	\$10,000
14	Sacramento County District Attorney's Office (<i>see endnote</i>) ⁱⁱⁱ	\$100,000
15	San Francisco County District Attorney's Office	\$200,000
16	San Joaquin County District Attorney's Office	\$50,000
17	San Mateo County District Attorney's Office	\$110,000
18	Santa Barbara County District Attorney's Office	\$20,000

Exhibit F
Disbursement of Civil Penalties

Row #	Attorney General, District Attorneys and City Attorneys Offices Receiving Civil Penalties	Total Business & Professions Code §§ 17200 and 17206 Penalties to be Paid
19	Santa Clara County District Attorney's Office	\$135,000
20	Santa Cruz County District Attorney's Office	\$35,000
21	Solano County District Attorney's Office (<i>see endnote</i>) ^{iv}	\$80,000
22	Sonoma County District Attorney's Office	\$100,000
23	Stanislaus County District Attorney's Office	\$25,000
24	Sutter County District Attorney's Office	\$20,000
25	Tulare County District Attorney's Office	\$35,000
26	Tuolumne County District Attorney's Office	\$10,000
27	Yolo County District Attorney's Office	\$30,000
28	Yuba County District Attorney's Office	\$20,000
	TOTAL PENALTIES (<i>see endnote</i>) ^v	\$17,850,000.00

ⁱ Pursuant to the terms of the Stipulation for Entry of Final Judgment, the COMPANY shall pay the Attorney General's portion of civil penalties in the total amount of \$9,025,000.00 pursuant to Business and Professions Code section 17200 et seq. The check for the Attorney General's portion of civil penalties shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The checks shall bear on its face the case name ("People v. Comcast") and the internal docket number for this matter (OK2011600144). The money paid to the Attorney General pursuant to this Final Judgment and Permanent Injunction on Consent shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to

Exhibit F
Disbursement of Civil Penalties

environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens. The payment, and any interest derived therefrom shall solely and exclusively augment the budget of the Attorney General's Office as it pertains to the Environment Section of the Public Rights Division and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

ⁱⁱ Pursuant to the terms of the Final Judgment and Permanent Injunction on Consent, the Alameda County District Attorney's Office's (hereinafter "ACDA") share of the penalty settlement amount is \$8,825,000. Of this amount, a total of \$1,500,000 will be redistributed to the district attorneys of the counties listed in rows 3 to 28 of this Exhibit F (which have COVERED FACILITIES within their jurisdiction), apportioned in the amounts specified in Exhibit F. Separate checks will be issued by ACDA to each individual office in the amount specified.

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

^{iv} Court further orders that these proceeds are designated as non-supplanting funds to be used by the Solano County District Attorney's Office only for the investigation and prosecution of environmental protection cases including, without limitation, those cases that can potentially be brought as unfair competition actions pursuant to B&P Code Section 17200 et seq.

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

EXHIBIT G

Exhibit G

SUPPLEMENTAL ENVIRONMENTAL PROJECTSⁱ

1. **California Department of Toxic Substances Control.** COMCAST CABLE shall provide the amount of TWO MILLION DOLLARS (\$2,000,000) to be used by the California Department of Toxic Substances Control as follows: (i) one million six hundred thousand dollars (\$1,600,000) for the procurement of laboratory equipment to be used in the testing of wastes and substances for hazardous characteristics, including, but not limited to, testing that is requested and performed for purposes of conducting HWCL investigations or prosecuting HWCL enforcement actions; and (ii) four hundred thousand dollars (\$400,000) for the procurement of investigatory equipment to be utilized by the Office of Criminal Investigations.
2. **Craig Thompson Environmental Protection Prosecution Fund.** COMCAST CABLE shall provide the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to be used by the Craig Thompson Environmental Protection Prosecution Fund (“EPPF Fund”) for purposes consistent with the mission of the Trust for the EPPF fund.
3. **California District Attorneys Association Environmental Circuit Prosecutor Project.** COMCAST CABLE shall provide the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) to be used by the California District Attorneys Association Environmental Circuit Prosecutor Project for the purposes consistent with the objectives of the Environmental Circuit Prosecutor Project.
4. **California Highway Patrol.** COMCAST CABLE shall provide the amount of FIFTY THOUSAND DOLLARS (\$50,000) to the California Highway Patrol to fund hazardous waste enforcement training programs for their enforcement personnel.
5. **Alameda County Environmental Health Services.** COMCAST CABLE shall provide the total amount of FIFTY THOUSAND DOLLARS (\$50,000) to the Alameda County Environmental Health Services to fund hazardous waste enforcement training programs for their local environmental enforcement personnel.
6. **City of Berkeley Toxics Management Division.** COMCAST CABLE shall provide the total amount of FIFTEEN THOUSAND DOLLARS (\$15,000) to the City of Berkeley Toxics Management Division to fund hazardous waste enforcement training programs for their local environmental enforcement personnel.
7. **City of Fremont Fire Department Hazardous Materials Unit.** COMCAST CABLE shall provide the total amount of FORTY THOUSAND DOLLARS (\$40,000) to

the City of Fremont Fire Department Hazardous Materials Unit to fund hazardous waste enforcement training programs for their local environmental enforcement personnel.

8. **City of Hayward Fire Department Hazardous Materials Unit.** COMCAST CABLE shall provide the total amount of FORTY THOUSAND DOLLARS (\$40,000) to the City of Hayward Fire Department Hazardous Materials Unit to fund hazardous waste enforcement training programs for their local environmental enforcement personnel.

9. **Livermore-Pleasanton Fire Department, Hazardous Materials Unit.** COMCAST CABLE shall provide the total amount of FORTY THOUSAND DOLLARS (\$40,000) to the Livermore-Pleasanton Fire Department, Hazardous Materials Unit to fund hazardous waste enforcement training programs for their local environmental enforcement personnel. The check shall be made payable to the Livermore Pleasanton Fire Department "Hazardous Materials Program Training and Resource Trust Account".

10. **Union City Economic & Community Development Department, Environmental Programs Division.** COMCAST CABLE shall provide the total amount of FIFTEEN THOUSAND DOLLARS (\$15,000) to the Union City Economic & Community Development Department, Environmental Programs Division to fund hazardous waste enforcement training programs for their local environmental enforcement personnel.

ⁱ The agencies receiving funds for the supplemental environmental projects defined herein shall ensure that these funds are expended for the purposes specified in this Exhibit G, and shall until the exhaustion of the funds provide annual reports describing the specific use of the funds and describing the activities completed. These reports shall be submitted to the People pursuant to Paragraph 10.

EXHIBIT H

EXHIBIT H

COMCAST CABLE will allocate at least seven hundred thousand dollars (\$700,000) over the five years following entry of this Final Judgment on Consent to the Environmental Compliance Measures in California set forth below. The annual status reports required pursuant to Paragraph 23 of this Final Judgment on Consent (to be signed under penalty of perjury by a responsible corporate official representing COMCAST CABLE) shall document the expenditures by COMCAST CABLE during the preceding year on these Environmental Compliance Measures. The corporate official signing the annual status report may rely on normal company project tracking systems that capture internal expenditures and vendor payments by Comcast, including those described in this Exhibit H.

If COMCAST CABLE has not incurred costs of seven hundred thousand dollars for these Environmental Compliance Measures during the five-year period following entry of this Final Judgment on Consent, than COMCAST CABLE shall pay the difference of its actual costs incurred and seven hundred thousand dollars, as an additional payment to the People within forty-five (45) days of the fifth year anniversary of the entry of this Final Judgment on Consent. In the event that this additional payment is required, it shall be deemed a payment of civil penalties pursuant to section 17206 of the Business and Professions Code, and shall be divided evenly between the California Attorney General’s Office and the Alameda County District Attorney’s Office.

A. Additional California Specific Environmental Compliance Personnel for 2015 – 2019

COMCAST CABLE currently employs one full-time Environmental Director located in California who is responsible for compliance with California environmental laws and the terms of this Final Judgment on Consent and two full-time Environmental Managers located in California having primary responsibilities for compliance with California environmental laws and the terms of this Final Judgment on Consent. As a supplemental environmental compliance measure, COMCAST CABLE agrees to maintain for a minimum of five years from the entry of this Final Judgment on Consent the following additional Environmental Compliance Personnel for its California facilities:

- Two full-time Environmental Coordinators located in California having primary responsibilities for compliance with California environmental laws and the terms of this Final Injunction on Consent.

Estimated Budget for Staffing:

Total base salaries (annually, not including bonuses)	\$140,000
Total expenses (including travel, vehicles, benefits, training, bonuses, stock, IT equipment, etc.)	\$50,000
Total estimated annual salary and expenses for California environmental coordinator staffing	\$190,000

The positions detailed above are as titled in February 2015. COMCAST CABLE intends to continue to have the above listed five (5) environmental personnel with California-specific responsibilities during the five year period; however, COMCAST CABLE reserves the right to modify the structure of the environmental personnel over time and adjust the structure and titles accordingly.

B. Weekly Waste Inspections

Since April 2012, COMCAST CABLE has implemented weekly inspections of roll-off containers, bins, and dumpsters containing waste destined for municipal landfills servicing its FFOs and other COVERED FACILITIES. According to COMCAST CABLE, the cost of these weekly inspections in terms of personnel time is approximately one hundred and five thousand dollars (\$105,000) per year. Pursuant to Paragraph 4.1.v of this Final Judgment on Consent, COMCAST CABLE shall, for each COVERED FACILITY that generates waste, continue these weekly inspections, which COMCAST CABLE estimates will amount to a total approximate cost of five hundred and twenty five thousand dollars (\$525,000) over five years from the date of entry of this Final Judgment on Consent. COMCAST CABLE reserves the right to contract with third parties to perform these weekly inspection services.

C. Recycling of Used Cable and Wire

Since April 2012, COMCAST CABLE has elected to recycle used cable and wire disposed of at its COVERED FACILITIES even though recycling of non hazardous waste cable and wire is not required by law. Comcast estimates that the cost of this recycling is approximately one hundred eight seven thousand five hundred and eight-six (\$187,586) per year. COMCAST CABLE intends to continue this practice of recycling used cable and wire consistent with its commitment to waste reduction and recycling, for a total cost of nine hundred thirty-seven thousand nine hundred and thirty (\$937,930) over five years from the date of entry of this Final Judgment on Consent. COMCAST CABLE reserves the right to modify this recycling program over time (and reduce its costs accordingly) if appropriate in light of new or improved waste reduction practices.

D. Capital Improvements for Enhanced Waste Sorting

Since June 2012, COMCAST CABLE has added canopy covers over waste sorting stations at its FFOs and other COVERED FACILITIES. The cost of these canopies, has been a one-time cost of approximately one hundred thirty five thousand dollars (\$135,000), plus anticipated repair and replacement costs of approximately sixty thousand dollars (\$60,000) over five years from the entry of Final Judgment on Consent.

COMCAST CABLE intends to continue to maintain and, as necessary, upgrade or replace the canopies, but reserves the right to adjust the usage of canopies in light of changes to disposal procedures.

E. Consultants to Assist with Enhanced Compliance Programs

COMCAST CABLE intends to utilize the services of consultants in order to ensure that its environmental compliance meets or exceeds the requirements of this Final Judgment on Consent,

which itself exceeds the requirements of California law in several respects. Consultants may be tasked to assist with continued refinement and implementation of employee training, waste characterizations, and environmental policies and procedures, and may be asked to take other action necessary to ensure that COMCAST CABLE has an effective environmental compliance program. COMCAST CABLE anticipates that it will incur continued consultant costs of approximately \$160,000 per year, for a total cost of \$800,000 over five years from the date of entry of this Final Judgment on Consent. COMCAST CABLE reserves the right to adjust its use of consultants (and reduce its costs accordingly) if appropriate, as well as to replace consultants with full time employees or other resources.

EXHIBIT I

Exhibit I

Reimbursement of Costs

Row #	California Attorney General, District Attorneys and Agency Receiving Reimbursement of Costs	Total Costs to be Paid
1	California Attorney General's Office(<i>see endnote</i>) ¹	\$895,000
2	Alameda County District Attorney's Office	\$895,000
3	Department of Toxic Substances Control	\$200,000
4.	California Highway Patrol	\$5,000
5	San Francisco County District Attorney's Office	\$5,000
6	Total Reimbursement of Costs	\$2,000,000

¹ Pursuant to the terms of the Final Judgment and Permanent Injunction on Consent, the COMPANY shall pay \$895,000.00 to the California Attorney General's Office for reimbursement of the Attorney General's attorney's fees, costs of investigation and other enforcement costs incurred in connection with this matter. The check for the Attorney General's portion of costs shall be made payable to the "California Department of Justice-Litigation Deposit Fund." The checks shall bear on its face the case name ("People v. Comcast") and the internal docket number for this matter (OK2011600144). The money paid to the Attorney General pursuant to this Final Judgment and Permanent Injunction on Consent shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens. The

payment, and any interest derived therefrom shall solely and exclusively augment the budget of the Attorney General's Office as it pertains to the Environment Section of the Public Rights Division and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

EXHIBIT J

Exhibit J

Supplemental Environmental Project – Public Service Announcements

Pursuant to Paragraph 6.4 of this Final Judgment on Consent (“Consent Judgment”), in lieu of payment of an additional one million five hundred thousand (\$1,500,000) in civil penalties, COMCAST CABLE shall make an in-kind payment to the People two million two hundred and fifty thousand dollars (\$2,250,000) in broadcast-time (over four years in increments of \$562,500 in broadcast-time per calendar year beginning January 1, 2017 and ending December 31, 2020) for Public Service Announcements (PSAs) created by the People to educate the public on the subject of hazardous waste regulated by the State of California, in accordance with the following terms and conditions.

1.0 CONTENT

1.1 The People are solely responsible for developing and producing the PSA spots. The People shall have full creative control over the content of the PSAs.

1.2 The content of the PSAs shall conform with all federal and state statutory and regulatory requirements for such announcements, as well as with all COMCAST CABLE policies and guidelines applicable to such announcements.

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

1.4 If the People provide scripts and/or story boards to COMCAST CABLE, then COMCAST CABLE agrees to review those materials for conformity with the requirements described in 1.2 and to notify the People within ten calendar days of any issues that would preclude the broadcasting of a PSA.

2.0 DELIVERY OF CONTENT TO COMCAST

2.1 The PSAs delivered to COMCAST CABLE by the People shall conform to technical specifications provided by COMCAST CABLE.

2.2 The People may provide different PSAs to run in different COMCAST CABLE Designated Market Areas (“DMAs”), subject to the requirements of 3.0, below.

2.2.1 When the People initially provide a PSA, they shall request the DMAs in which the People would like the PSA to run, subject to the requirements of 3.0, below.

2.2.2 For each calendar year, the People shall successfully upload PSA(s) to COMCAST CABLE in accordance with Paragraph 2.1 above, 30 days prior to the first day of the first month scheduled for the broadcasting of PSAs.

2.2.3 During the calendar year, 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. COMCAST CABLE shall begin broadcasting a PSA either (1) within eleven (11) calendar days from the date on which the People successfully upload the PSA to COMCAST CABLE in accordance with paragraph 2.1 above, or (2) on a date selected by the People that is twelve (12) calendar days or more after the date on which the People successfully upload the PSA to COMCAST CABLE in accordance with paragraph 2.1 above.

3.0. SCHEDULING OF BROADCASTING

3.1 The People shall expend the total commitment from COMCAST CABLE of \$2,250,000 in broadcast-time within five years from the date of entry of this Final Judgment on Consent. The People shall expend the total commitment in increments of \$562,500 in broadcast-time per calendar year beginning January 1, 2017 and ending December 31, 2020.

3.2 COMCAST CABLE will make good faith efforts to broadcast the PSAs in approximately equal increments per month, except that COMCAST CABLE may deviate from that amount in any given month by plus or minus five percent. Nothing in this section shall relieve COMCAST CABLE of its obligation to expend \$562,500 in broadcast-time per calendar year or \$2,250,000 over the four-year period.

3.3 Nothing in this Exhibit or elsewhere in this Final Judgment on Consent shall preclude COMCAST CABLE from offering additional options for the People to select in the People's sole discretion.

3.4 The PSAs shall be broadcast on COMCAST CABLE's insertable networks between the hours of 6:00 a.m. and midnight.

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

4.0. REPORTING

4.1 COMCAST CABLE shall provide to the People within six weeks of the end of a broadcast month its standard summary and detailed reports on 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

5.0 Any disputes between COMCAST CABLE and the People regarding implementation of this Supplemental Environmental Project shall be resolved using the dispute resolution procedure set forth Paragraph 16 in this Final Judgment on Consent.