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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

ENDORSED  
FILED  
ALAMEDA COUNTY

DEC 16 2015

CLERK OF THE SUPERIOR COURT  
By \_\_\_\_\_ Deputy

THE PEOPLE OF THE STATE OF CALIFORNIA,  
  
Plaintiff,  
  
v.  
  
COMCAST CABLE COMMUNICATIONS  
LLC, a Delaware Limited Liability Company,  
  
Defendant.

Case No. RG1579678v  
**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 Complaint<sup>2</sup> 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.

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**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,

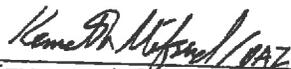
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Attorney General of California  
MARGARITA PADILLA  
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*Attorneys for Plaintiff, People of the State of California*

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

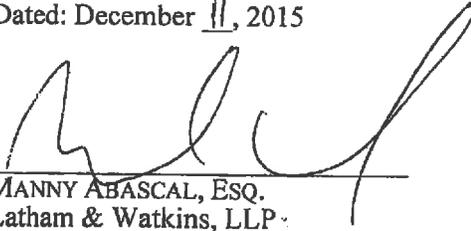


Name: Henry (Hank) R. Fore  
Title: Senior Vice President, California Region

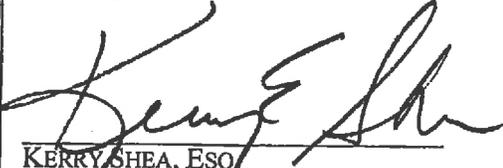
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APPROVED AS TO FORM:

Dated: December 11, 2015



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# EXHIBIT 1

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ENDORSED  
FILED  
ALAMEDA COUNTY  
DEC 16 2015  
CLERK OF THE SUPERIOR COURT  
By \_\_\_\_\_ Deputy

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. RG1579678v

**[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.

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.

28

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.

28

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.

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**6.7. Late Payments**

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

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

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

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

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

**8.1.** This Final Judgment on Consent is a final and binding resolution and settlement between the People and COMCAST CABLE of the claims, violations or causes of action 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.

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, 20<sup>th</sup> Floor  
14                              Oakland, CA 94612

12 and

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

17 For COMCAST CABLE:

18                              Manny Abascal  
19                              Latham & Watkins LLP  
20                              355 South Grand Avenue  
21                              Los Angeles, CA 90071-1560

22                              Kerry E. Shea  
23                              Davis Wright Tremaine LLP  
24                              505 Montgomery Street, Suite 800  
25                              San Francisco, California 94111-6533

23 and

24                              General Counsel – Cable Law Department  
25                              Comcast Cable  
26                              One Comcast Center  
27                              1701 John F. Kennedy Boulevard  
28                              Philadelphia, PA 19103

27 Any Party may change its notice name and address by informing the other Party in writing,  
28 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: December 11, 2015

GEORGE C. HERNANDEZ, JR.  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT A

**EXHIBIT A  
COVERED FACILITIES**

<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
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.

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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> ) <sup>i</sup>	\$9,025,000
2	Alameda County District Attorney's Office ( <i>see endnote</i> ) <sup>ii</sup>	\$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> ) <sup>iii</sup>	\$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> ) <sup>iv</sup>	\$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
	<b>TOTAL PENALTIES</b> ( <i>see endnote</i> ) <sup>v</sup>	<b>\$17,850,000.00</b>

<sup>i</sup> 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**

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

<sup>ii</sup> 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.

<sup>iii</sup> 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.

<sup>iv</sup> 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.

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

# EXHIBIT G

## Exhibit G

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

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.

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<sup>1</sup> 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
<b>Total estimated annual salary and expenses for California environmental coordinator staffing</b>	<b>\$190,000</b>

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> ) <sup>1</sup>	\$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	<b>Total Reimbursement of Costs</b>	<b>\$2,000,000</b>

<sup>1</sup> 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

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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.