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SETTLEMENT APPENDIX

**Settlement Agreement
(I.13-10-003)**

**ALL-PARTY SETTLEMENT AGREEMENT OF DISPUTED MATTERS IN
CALIFORNIA PUBLIC UTILITIES COMMISSION INVESTIGATION 13-10-003,
IN CONJUNCTION WITH SETTLEMENT OF
ALAMEDA SUPERIOR COURT ACTION**

This Settlement Agreement (“Agreement”) is entered into, by, and between Comcast Phone of California, LLC (U-5698-C) (“Comcast Phone”) and its Related Entities¹ (collectively “Comcast”), and the Safety and Enforcement Division (“SED”) of the California Public Utilities Commission (“CPUC” or “Commission”), The Utility Reform Network (“TURN”), and The Greenlining Institute (“Greenlining”) (TURN and Greenlining are collectively referred to as “Intervenors”) and sets forth the following terms of the settlement of the Commission’s Order Instituting Investigation 13-10-003 (“OII”) relating to the disclosure and/or publication of non-published telephone numbers. The above parties are also individually referred to as “Party” or collectively as “OII Parties.” The Effective Date of this Agreement (“Effective Date”) is the date of the Court’s entry of the Final Judgment and Permanent Injunction (included in **Exhibit A** hereto).

RECITALS

- A. The Commission (through SED), and the Attorney General of California (“AG”), have been investigating Comcast in conjunction with the erroneous publication on the Internet, in phone books, and through directory assistance, of the telephone number, name and address of certain Comcast customers (the “Error”). The Error impacted approximately 75,000 California Comcast customers (“Affected Customers”).²
- B. On October 3, 2013, the Commission issued the OII to determine whether Comcast Phone in conjunction with other Comcast affiliates violated any provision of the California Constitution, Public Utilities Code or Commission general orders, statutes, resolutions, directives, rules, regulations, or requirements in connection with disclosing and publishing the names, telephone numbers, and addresses of Comcast residential subscribers who had paid to have that personal information “non-listed” or “non-published” (hereinafter “non-published”).³

¹ “Related Entities” refers to the following Comcast entities named as Respondents to the OII -- Comcast Phone, LLC, Comcast Cable Communications Management, LLC, and Comcast IP Phone II, LLC. See OII Ordering Paragraph 1.

² The exact number of Affected Customers is 74,774.

³ See OII at 1. These numbers are also sometimes referred to as “unlisted” or “unpublished,” sometimes hyphenated and sometimes not. “Non-published” as used herein includes all these variants to the extent they refer to the non-published service that Comcast offers.

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- C. TURN and Greenlining intervened in and are parties to the OII. Although Consumer Federation of California (“CFC”) also intervened in the OII, ultimately CFC relinquished its party status and therefore is no longer a party to the OII.
- D. The AG is prepared to file a civil action against Comcast relating to the Error, to which the CPUC would be a party (“AG/CPUC Civil Action”).
- E. Comcast, SED, Intervenors, and the AG (“Resolving Parties”) have entered into a global resolution of the OII and the AG’s investigation into this matter. This resolution is described in this Agreement between and among the OII Parties and in the contemplated Stipulation for Entry of Final Judgment between the AG, CPUC, and Comcast (attached as **Exhibit A** to this Agreement).
- F. SED, Intervenors, and Comcast have stipulated to certain facts regarding the OII (“Stipulated Facts”), which Stipulated Facts are attached as **Exhibit B** to this Agreement. On the basis of these Stipulated Facts, and of the terms agreed to by the parties in this Agreement and in the Stipulation for Entry of Final Judgment, the OII Parties believe that this Agreement represents a fair resolution of the OII and that it is in the public interest for the Commission to approve this Agreement.

NOW THEREFORE, in consideration of the foregoing and based upon the mutual promises and representations made by the OII Parties to each other, the OII Parties hereby agree as follows:

TERMS OF SETTLEMENT

Operational Commitments

For a period of three (3) years, as set forth in Paragraph 17 below, Comcast will undertake the following operational commitments, and will report to the SED, Intervenors, and the AG about its compliance with these commitments, as specified in **Exhibit F**.

1. **Audits of Neustar:** Comcast uses a third party, Neustar, Inc. (“Neustar”) to license and distribute its residential Directory Listing Information (customer name, telephone number, and address) (“DL Information”). Comcast agrees that it will commission an annual third party audit of Neustar, or whatever entity or entities may be acting as Comcast’s directory listing distribution agent. The audit will review whether Neustar complied and is complying with the terms of its Directory Listing License and Distribution Agreement (effective May 2011) (“DLLDA”) with Comcast for the prior year period, and particularly with those terms relating to the handling of Comcast’s “DL Information.” Any successor agreements to the DLLDA will also be governed by terms of this Agreement.

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- 2. Restrictions on vendors' use of DL Information:** As the Simplified Disclosure Form (see below) sets forth, Comcast provides DL Information to other entities, including vendors and other service providers in the course of providing service to customers. Comcast has agreed to the following steps to restrict its vendors' use of such information.
- a) Comcast's current policy is to include restrictive language in contracts with vendors that have access to DL Information, which is substantively similar to the confidentiality provisions set forth in **Exhibit D** (limiting the vendor's use of and preserving confidentiality of, DL Information). Comcast will maintain this as its policy.
 - b) Comcast will request annual certifications from the following entities that they are using Comcast's DL Information consistent with the contractual restrictions discussed above in Paragraph 2(a): (i) Neustar; (ii) the vendors Comcast uses to telemarket its products and services ("telemarketing vendors"); and (iii) any directory assistance provider(s), to the extent that they receive non-published name and address information from Comcast. Comcast will also request that its telemarketing vendors include in their certifications that they are complying with "do not call" limitations (see Simplified Disclosure Form, **Exhibit C**).
 - c) Pursuant to SED's, Intervenor's and the AG's request, Comcast will direct Neustar no later than 30 days from the Effective Date, and once more on the first anniversary of the Effective Date, to eliminate listing information in Neustar's national database, the Directory Listing Premium ("DLP") product, that matches the non-published listing information of the approximately 35,000 Affected Customers who are at that time still XFINITY Voice customers. Comcast will include in its Implementation Report and first annual report written confirmation from Neustar that the deletions have occurred.
 - d) In addition, Neustar's handling of DL Information that it receives from Comcast will be reviewed as part of the audit described in Paragraph 1.
- 3. Simplified Disclosure Form:** Comcast will agree to make available to its California-based XFINITY Voice customers a simplified and easily readable disclosure of the ways in which Comcast uses non-published numbers and other personal information, in a form substantially similar to that attached as **Exhibit C** ("Simplified Disclosure Form") as specified below. SED, the AG, and the Intervenor agree that **Exhibit C** meets the standard of "simplified and easily readable." Notwithstanding the provision of this paragraph, Comcast shall have the right to periodically update and revise the Simplified Disclosure Form. To the extent it revises the Simplified Disclosure Form, Comcast shall provide copies of the updated version of the form to SED, the AG, and Intervenor as specified in Paragraph 5 below. If SED or

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Intervenors believe that the revisions are not consistent with the requirements of this paragraph, they shall notify Comcast as to their concerns and follow the procedures set forth in Paragraph 16. The Simplified Disclosure Form shall be distributed as follows:

- a. Within two months of the Effective Date of this Agreement, Comcast will provide a printed copy of the Simplified Disclosure Form to all Affected Customers who subscribe to XFINITY Voice service at the time that the Notice Letter described in Paragraph 6 below is sent.
 - b. Within three months of the Effective Date of this Agreement, Comcast will post the Simplified Disclosure Form in a readily accessible location on its website (www.comcast.com, and any successor website, and such other websites on which Comcast may desire to post the disclosure). A link to the Simplified Disclosure Form will also be provided on the enrollment page for the nonpublished feature, which shall offer the enrolling customer a clear choice between a published and non-published number. A link to the Simplified Disclosure Form will also be provided in close proximity to the Comcast's Privacy Notice, currently located at <http://www.comcast.com/Corporate/Customers/Policies/CustomerPrivacy.html>.
 - c. Within two months of the Effective Date of this Agreement, Comcast will include the Simplified Disclosure Form for all California XFINITY Voice customers as part of its standard "Welcome Kit."
 - d. Within two months of the Effective Date of this Agreement, Comcast will make the printed version of the Simplified Disclosure Form available in its California stores.
 - e. Commencing in 2016, Comcast will also provide a copy of the Simplified Disclosure Form to all then-current California XFINITY Voice customers at the same time that Comcast provides those customers with the Comcast Customer Privacy Notice.
 - f. Upon request by a current customer, and within two months of the Effective Date of this Agreement, Comcast will have available and provide a *printed* version of the Simplified Disclosure Form to the requester in one of the following additional languages in which it principally markets to customers: Chinese, Spanish, Hmong, Korean, and Russian. Comcast will also provide a link on its website to a static PDF version of the Simplified Disclosure Form in these languages. To the extent that Comcast no longer markets its services in one of these languages, it may cease providing copies of the Simplified Disclosure Form in such language.
4. **Complaints:** Within three months from the Effective Date of the Agreement, but no later than the date of the Implementation Report, Comcast will adopt revised methods

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and procedures to address the process for handling customer inquiries and complaints about the publication of non-published listings. The methods and procedures will be substantively similar to the process outlined in **Confidential Exhibit E** and will require, at a minimum: (i) the creation of a “trouble ticket” for all customer incoming calls where the customer care representative verifies that the customer is paying for a non-published feature on the customer’s XFINITY Voice service and the customer claims that his/her number, name or address is being published; (ii) root cause analysis for each of the trouble tickets; (iii) review of all trouble tickets to detect patterns; (iv) quarterly review of the first 25% of the resolved California trouble tickets within the quarter (but not less than 5 or the total if less than 5), to confirm for quality assurance purposes that the process outlined in the methods and procedures was properly followed; and (v) ongoing training of all Comcast personnel whose primary job responsibilities are to address and resolve directory listings complaints. Comcast shall have the right to periodically update and revise its methods and procedures as it deems appropriate, provided that Comcast provides copies of any updated methods and procedures to SED, the AG and Intervenors as specified in Paragraph 5 below. To the extent that SED or Intervenors believe that the revisions are not consistent with the requirements of this paragraph, or **Confidential Exhibit E**, SED and the Intervenors shall notify Comcast as to their concerns and follow the procedures set forth in Paragraph 16.

5. **Reporting:** Comcast will provide the reports outlined in **Exhibit F**, on the dates specified. Comcast will provide these reports to the SED and Intervenors, subject to confidential treatment under Public Utilities Code Section 583, GO 66-C and such non-disclosure agreements as the Intervenors have executed or will execute in this proceeding, and to the AG with the understanding that the AG will treat the reports as confidential, pursuant to Government Code Section 6250 *et seq.*, including Section 6254(f).
6. **Additional Notification Letter to Affected Customers:** Within two months (and before the Implementation Report) of the Effective Date of this Agreement, Comcast and the third party restitution administrator will send a letter to all Affected Customers, setting forth the terms of the additional restitution offer and other available remedies. The letter will also include an explanation about the likely continued availability of Affected Customers’ non-published numbers online through various sources and a suggestion that a change in telephone number may further enhance privacy, as well as the fact that online personal data removal services exist. The content of the letter will vary depending on several factors including whether the Affected Customer currently receives Comcast services, but will be substantially similar to the sample letters to current and former Affected Customers attached in **Exhibit G**. The notification letters will be sent via U.S. Mail, in an envelope reflecting that important information is enclosed. Letters will be sent to the current billing address for Affected Customers who subscribe to any Comcast service; reasonable efforts will be made to locate former Affected Customers who no longer receive Comcast services.

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Monetary Provisions

7. Within 30 days of the Effective Date, Comcast shall pay \$25,000,000 in total penalties to be apportioned as follows:
 - a) a penalty of \$12,500,000 payable to the State of California General Fund, and transmitted to the California Public Utilities Commission.
 - b) a civil penalty and related monies in the total amount of \$12,500,000 to the California Attorney General's Office.
8. Comcast shall pay \$7,909,400 in restitution, which monies will be paid out as follows:
 - a. \$7,477,400 to customers which is comprised of:
 - i. a \$100 bill credit (or checks) for current Affected Customers who currently receive a Comcast service. (Credits to be issued by Comcast).
 - ii. a \$100 check to Affected Customers who are no longer Comcast customers. (Checks to be issued by the third party restitution administrator).
 - b. \$432,000 will be made available for Affected Customers who identified personal safety concerns to Comcast arising out of the Error, as of August 2014. The compensation is intended to offset costs for home security or other safety services. Each such customer will receive \$2,000, either by bill credit or by check.
 - c. Restitution amounts owed to former customers will be paid to a third party restitution administrator within two months of the Effective Date. The AG and SED shall approve the selection of the third party restitution administrator. Comcast will consult with the AG and SED about the mechanics of the restitution, and shall provide a copy of its contract with the third party restitution administrator to SED and the AG, once executed. Comcast shall pay the costs of the third party restitution administrator.
 - d. Any portion of the \$7,909,400 not paid out to customers within 12 months after the Effective Date of this Agreement will be transferred

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to the State Controller's Office in accordance with California's
Unclaimed Property Law.⁴

9. As part of the remedies Comcast originally provided to Affected Customers, Comcast refunded to customers the fees that they had paid for the non-published feature for the period of time that their numbers were mistakenly published. Although Comcast issued approximately \$2.5 million in refunds, Comcast has not distributed \$517,714 in non-published fees to former customers who did not respond to Comcast's notification letter with confirmation of their address. In connection with the restitution offer described above, the third party restitution administrator will undertake reasonable efforts to locate former Affected Customers who have not yet received refunds (See Paragraph 6 above) and provide them with notice of the non-published fees owed them. Any portion of the \$517,714 not paid out to Affected Customers will be transferred to the State Controller's Office in accordance with California's Unclaimed Property Law.

General Terms

10. **Stipulated Final Judgment.** Comcast will stipulate to entry of the final judgment in the AG/CPUC Civil Action (**Exhibit A**).
11. **Commission Approval of the Agreement:** SED, Intervenors, and Comcast agree to cooperate and use their respective best efforts to promptly file a joint Motion for Approval of Settlement at the Commission. After signing this Agreement, the Parties shall actively support prompt approval of the Agreement, including briefing, comments on any proposed decision, appearances, and other means as may be needed to obtain approval of the Commission.
12. **Agreement Limited to California:** The OII Parties agree that the scope of this Agreement shall be limited to California, except that the notification and restitution remedies shall be applied to all former or current California Affected Customers, including those now residing outside of California.
13. **Settlement and Release.** This Agreement represents a full and final resolution of the OII and the matters giving rise thereto, as between the Resolving Parties, with regard to potential claims, penalties, enforcement actions or investigations relating to the Error. In particular, SED and the Intervenors release Comcast and their directors, officers, employees, agents, attorneys, shareholders, affiliates, successors, and assigns from all claims and liabilities arising out of the OII issues. If the Commission does

⁴ The parties agree that, for purposes of compliance with the Unclaimed Property Law, Code of Civ. Proc. Section 1519.5 applies to the \$7,909,400 due to customers and that, pursuant to Section 1519.5, this amount becomes payable on the Effective Date of the Agreement.

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not approve this Agreement in full, it shall have no force and effect, except to the extent set forth in Paragraph 22 below.

14. **No Admission of Liability.** The Parties agree that by entering into this Agreement, Comcast does not admit to any violations of law. Neither this Agreement nor any payment of a sum of money or other actions taken pursuant to this Agreement shall constitute or be deemed or construed as an admission of liability, or guilt, on the part of any Party mentioned in this Agreement.
15. **Jurisdiction.** Comcast stipulates to the jurisdiction of the Commission over Comcast Phone of California, LLC, and the authority of the Commission to enforce this Agreement.
16. **Enforcement of this Agreement.** The Parties and their counsel agree to fully cooperate with each other to accomplish the terms of this Agreement in an expeditious manner. The CPUC shall retain continuing jurisdiction over this matter for the term of the Agreement, including jurisdiction to enforce the terms of this Agreement. In the event of a breach, any of the OII Parties may move the Commission to enforce this Agreement; however, before filing such motion, the moving Party shall meet and confer with all the Parties in a good faith attempt to resolve the issue without Commission intervention. Nothing in this Agreement shall be construed to limit the Commission's ability to enforce the Stipulated Judgment (**Exhibit A**).
17. **Term of Agreement:** The specific operational requirements of this Agreement shall extend for three years from the Effective Date, except that annual and periodic reporting (set forth in **Exhibit F**) and operational commitments set forth in Paragraphs 1, 2(a), 2(b), 3, and 4 shall extend three years from the date of the Implementation Report. The Stipulated Judgment (attached here as **Exhibit A**) in the CPUC/AG action contains a permanent injunction.
18. **Final Agreement/Intent of Parties:** This Agreement embodies the entire understanding of the OII Parties with respect to the matters described herein and supersedes any and all prior oral or written agreements, principles, negotiations, statements, or understandings among the OII Parties. The Agreement may be amended only by a written agreement signed by all the OII Parties. The OII Parties have bargained in good faith to achieve this Agreement. Each of the Parties has contributed to the preparation of this Agreement. Accordingly, the Parties agree that no provision of the Agreement shall be construed against any party because that party or its counsel drafted the provision.
19. **No Waiver.** By entering into this Agreement, Comcast does not waive its right to contest, in any proceeding other than the OII and contemplated AG/CPUC Civil Action, the extent of the Commission's jurisdiction or authority.

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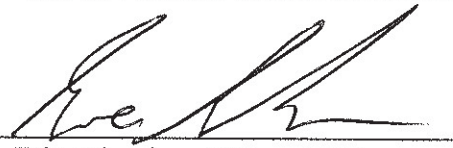
- 20. Other Proceedings.** The OII Parties have agreed to the Stipulated Facts for purposes of settlement among those Parties. The OII Parties have entered into this Agreement to effect a compromise and settlement of the contested matters pending in the OII. The Parties agree that pursuant to Commission Rule 12.5, this Agreement shall not constitute approval of, or precedent regarding, any principle or issue in the proceeding or in any future proceeding.
- 21. Governing Law.** This Agreement shall be governed by the laws of the State of California.
- 22. Severability/Commission Modification of the Agreement.** No individual term of this Agreement is agreed to by any Party except in consideration of the Parties' assent to all other terms. Thus, the Agreement is indivisible and each part is interdependent on each and all other parts. Any Party may withdraw from this Agreement if the Commission fails to approve, or modifies, deletes from, or adds to the disposition of the matters stipulated herein. The Parties agree, however, to negotiate in good faith with regard to any Commission-ordered changes in order to restore the balance of benefits and burdens, and to exercise the right to withdraw only if such negotiations are unsuccessful.
- 23. Successors and Assigns.** The rights conferred and obligations imposed on any Party by this Agreement shall inure to the benefit of or be binding on that Party's successors in interest or assignees as if such successor or assignee were itself a party hereto.
- 24. Authority to Execute Agreement.** The undersigned acknowledge and covenant that they have been duly authorized to execute this Agreement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency or employment.
- 25. Counterparts.** This Agreement may be executed in counterparts with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be original and shall together constitute one and the same Agreement.

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IN WITNESS WHEREOF, the Parties hereby execute this Settlement Agreement on the date first set forth opposite their signature

Dated: ~~April~~ ^{May} 5, 2015

Comcast Phone of California, LLC on its own behalf
and on behalf of the Related Entities

By: 
Eric Schaefer - SVP and GM
Communications, Data and Mobility
Services.

Dated: April __, 2015

SAFETY & ENFORCEMENT DIVISION
(SED), CPUC

By: _____
Jeanette Lo
Chief, SED Enforcement Branch

Dated: April __, 2015

The Utility Reform Network (TURN)

By: _____
Staff Attorney, TURN

**Settlement Agreement
(I.13-10-003)**

IN WITNESS WHEREOF, the Parties hereby execute this Settlement Agreement on the date first set forth opposite their signature

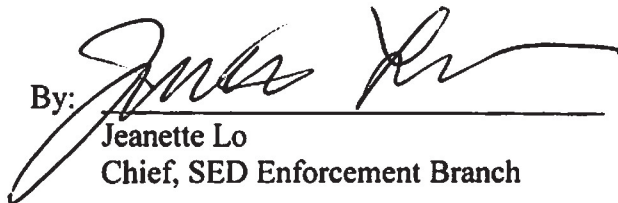
Dated: April __, 2015

Comcast Phone of California, LLC on its own behalf
and on behalf of the Related Entities

By: _____
Eric Schaefer - SVP and GM
Communications, Data and Mobility
Services.

Dated: April 29, 2015

SAFETY & ENFORCEMENT DIVISION
(SED), CPUC

By:  _____
Jeanette Lo
Chief, SED Enforcement Branch

Dated: April __, 2015

The Utility Reform Network (TURN)

By: _____
Staff Attorney, TURN

**Settlement Agreement
(I.13-10-003)**

IN WITNESS WHEREOF, the Parties hereby execute this Settlement Agreement on the date first set forth opposite their signature

Dated: April __, 2015

Comcast Phone of California, LLC on its own behalf
and on behalf of the Related Entities

By: _____
Eric Schaefer - SVP and GM
Communications, Data and Mobility
Services.


Dated: April __, 2015

SAFETY & ENFORCEMENT DIVISION
(SED), CPUC

By: _____
Jeanette Lo
Chief, SED Enforcement Branch

Dated: April 30, 2015

The Utility Reform Network (TURN)

By:  _____
Staff Attorney, TURN
William R. Nusbaum

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Dated: April 24 2015

The Greenlining Institute (Greenlining),

By: 
Orson Aguilar, Executive Director

EXHIBIT CHART

Exhibit A	<p>Stipulation for Entry of Final Judgment in AG/CPUC Action, and Judgment, to be filed with the following Exhibits (omitted from Settlement, redundant as shown):</p> <ul style="list-style-type: none"> A. Reporting Obligations (Exhibit F below) B. Sample Contractual Provisions Limiting Vendor Use of DL Information (Exhibit D below) C. Simplified Disclosure Form (Exhibit C below) D. Sample Notification Letters (Exhibit G below)
Exhibit B	Stipulated Facts
Exhibit C	Simplified Disclosure Form
Exhibit D	Sample Contractual Provisions Limiting Vendor Use of DL Information
Exhibit E (Confidential)	Complaint Handling and Monitoring (Confidential)
Exhibit F	Reporting Obligations
Exhibit G	Sample Notification Letters to Affected Customers

**EXHIBIT A – STIPULATION FOR ENTRY OF FINAL JUDGMENT IN AG/CPUC
ACTION, AND JUDGMENT**

KAMALA D. HARRIS
Attorney General of California
NICKLAS A. AKERS
Senior Assistant Attorney General
MICHAEL E. ELISOFON
Supervising Deputy Attorney General
JEFFREY STEELE (State Bar No. 124688)
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*Attorneys for Plaintiff
The People of the State of California*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

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

Plaintiff,

v.

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC; COMCAST
PHONE, LLC; COMCAST PHONE OF
CALIFORNIA, LLC; COMCAST IP
PHONE II, LLC,**

Defendants.

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

1 Plaintiff, the People of the State of California (“People” or “Plaintiff”), through its
2 attorney, Kamala D. Harris, Attorney General of the State of California, by Deputy Attorney
3 General Jeffrey Steele, and through the California Public Utilities Commission, by its attorneys
4 Christopher P. Witteman and Hien Vo Winter, and defendants Comcast Cable Communications
5 Management, LLC, Comcast Phone of California, LLC, Comcast Phone LLC, and Comcast IP
6 Phone II, LLC (collectively, “Comcast” or “Defendants”), appearing through its attorneys, Davis
7 Wright Tremaine LLP, by Suzanne Toller, stipulate as follows:

8 1. This Court has jurisdiction over the subject matter hereof and the parties to this
9 Stipulation for Entry of Final Judgment and Permanent Injunction (“Stipulation”).

10 2. Defendants, at all relevant times, have transacted business in the County of
11 Alameda and elsewhere in the State of California.

12 3. The Final Judgment and Permanent Injunction (“Final Judgment”), a true and
13 correct copy of which is attached hereto as Exhibit 1, may be entered by any judge of the
14 Alameda County Superior Court.

15 4. Concurrently with the filing of this Stipulation, Plaintiff has filed its Complaint in
16 this matter alleging that Defendants committed violations of California Business and Professions
17 Code sections 17200 et seq. and 17500 et seq.

18 5. The parties have agreed to resolve the allegations contained in Plaintiff’s
19 Complaint by entering into this Final Judgment. This Final Judgment is entered pursuant to
20 California Business and Professions Code sections 17200 et seq. and 17500 et seq., and California
21 Public Utilities Code section 2102 and consistent with Public Utilities Code sections 451 and
22 2891.1. Nothing in this Stipulation constitutes an admission by Comcast as to the applicability of
23 Public Utilities Code sections 451 and 2891.1 in any proceeding other than one related to the
24 enforcement of the Judgment.

25 6. At the same time that Defendants are stipulating to enter into this Final Judgment
26 with Plaintiff, Defendants are also entering into a Settlement Agreement in California Public
27 Utilities Investigation 13-10-003 resolving allegations related to this matter on the same terms.
28

1 7. Plaintiff may submit the Final Judgment to any judge of the Superior Court for
2 approval and signature, based on this stipulation, during the court's ex parte calendar or on any
3 other ex parte basis, with notice to Defendants.

4 8. Plaintiff and Defendants hereby waive their right to move for a new trial or
5 otherwise seek to set aside the Final Judgment through any collateral attack, and further waive
6 their right to appeal from the Final Judgment, except that Plaintiff and Defendants each agree that
7 this Court shall retain jurisdiction for the purposes specified in paragraph 20 of the Final
8 Judgment.

9 9. Plaintiff and Defendants have stipulated and consented to the entry of the Final
10 Judgment without the taking of proof and without trial or adjudication of any fact or law herein,
11 and without Defendants admitting any liability regarding allegations of violations that occurred
12 prior to the entry of the Final Judgment.

13 10. The parties understand that the Final Judgment shall not be construed as an
14 approval of or sanction by the California Attorney General or the California Public Utilities
15 Commission of Defendants' business practices, nor shall Defendants represent the Judgment as
16 such an approval or sanction. The parties further understand that any failure by the California
17 Attorney General or the California Public Utilities Commission to take any action in response to
18 any information submitted pursuant to the Final Judgment shall not be construed as an approval,
19 or sanction, of any representations, acts or practices indicated by such information, nor shall it
20 preclude action thereon at a later date.

21 11. Defendants will accept service of any Notice of Entry of Judgment entered in this
22 action by delivery of such notice to their counsel of record, and agree that service of the Notice of
23 Entry of Judgment will be deemed personal service upon it for all purposes.

24 12. The individuals signing below represent that they have been authorized by the
25 parties they represent to sign this Stipulation.

26 13. This stipulation may be executed in counterparts, and the parties agree that a
27 facsimile signature shall be deemed to be, and shall have the full force and effect as, an original
28 signature.

1 Dated: _____, 2015

Respectfully Submitted,

KAMALA D. HARRIS
Attorney General of California
MICHAEL E. ELISOFFON
Supervising Deputy Attorney General
JEFFREY STEELE
Deputy Attorney General
Attorneys for Plaintiff
The People of the State of California

10 Dated: _____, 2015

AROCLES AGUILAR
General Counsel
CHRISTOPHER P. WITTEMAN
HIEN VO WINTER
Staff Counsel
California Public Utilities Commission
Attorneys for Plaintiff, The People of the State
of California

17 Dated: _____, 2015

SUZANNE TOLLER
DAVIS WRIGHT TREMAINE
Attorneys, Comcast Cable Communications
Management, LLC; Comcast Phone, LLC;
Comcast Phone of California, LLC; Comcast
IP Phone II, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

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

Plaintiff,

v.

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC; COMCAST
PHONE, LLC; COMCAST PHONE OF
CALIFORNIA, LLC; COMCAST IP
PHONE II, LLC,**

Defendants.

Case No.

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

Plaintiff, the People of the State of California, having filed its complaint and appearing through its attorney, Kamala D. Harris, Attorney General of the State of California, by Deputy Attorney General Jeffrey Steele, and through the California Public Utilities Commission (“CPUC”), by its attorneys Christopher P. Witteman and Hien Vo Winter (collectively, “Plaintiff”), and defendants Comcast Cable Communications Management, LLC, Comcast Phone of California, LLC, Comcast Phone LLC, and Comcast IP Phone II, LLC (collectively, “Comcast”

1 or “Defendants”), appearing through their attorneys, Davis, Wright & Tremaine LLP, by Suzanne
2 Toller, having stipulated and consented to the entry of this Final Judgment and Permanent
3 Injunction (“Judgment”) without the taking of proof and without trial or adjudication of any fact or
4 law, and without Comcast admitting any liability, and with all parties having waived their right to
5 appeal, and the Court having considered the matter and good cause appearing:

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

7 1. This Court has jurisdiction over the allegations and subject matter of the complaint
8 filed in this action, and the parties to this action; venue is proper in this County; and this Court has
9 jurisdiction to enter this Judgment.

10 2. This Judgment is entered pursuant to and subject to California Business and
11 Professions Code sections 17200 et seq. and 17500 et seq., and Public Utilities Code section 2102.

12 3. Nothing in this Judgment alters the requirements of federal or state law to the extent
13 they offer greater protection to consumers.

14 4. The following definitions shall apply for purposes of this Judgment:

15 a. The term “non-published” shall refer to both the “non-published” and “non-
16 listed” features offered by Defendants to their XFINITY Voice telephone customers. The “non-
17 published” feature provides that Comcast will not submit a customer’s non-published phone
18 number, name and address to print publishers or Comcast’s online directory so that the
19 information will not be made available in those venues or Directory Assistance. The “non-listed”
20 feature (which was grandfathered in April 2010) provides that Comcast will not submit a
21 customer’s non-listed phone number, name and address to print publishers or Comcast’s online
22 directory, but that the non-listed phone number will be available to Directory Assistance
23 providers. These telephone numbers are also sometimes referred to as “unlisted” or
24 “unpublished,” sometimes hyphenated and sometimes not.

25 b. The term “Directory Listing Information” refers to the names, addresses and
26 telephone numbers of Comcast’s XFINITY Voice customers, where there is a combination of
27 name with address and/or telephone number.

c. The term “Directory Listing Information Agent” refers to the entity or entities that license and/or distribute the residential Directory Listing Information of Comcast XFINITY Voice customers pursuant to a contract with Comcast, including but not limited to Neustar, Inc.

d. The term “Implementation Report” refers to the first report that Comcast has agreed to produce to the CPUC and Attorney General in order to demonstrate its compliance with this Judgment as set forth in Paragraph 15 of this Judgment and Exhibit A.

e. The term “XFINITY Voice” refers to the residential telephone service offered by Comcast via Voice-over-Internet-Protocol (VoIP) technology. This Judgment applies to such residential telephone service offered by Defendants via VoIP, regardless of the brand name utilized.

INJUNCTION

5. The injunctive provisions of this Judgment shall apply to Defendants as well as their subsidiaries; their successors and the assigns of all or substantially all of the assets of their businesses; and their directors, officers, employees, agents, independent contractors, partners, associates and representatives of each of them with respect to their provision of XFINITY Voice services in California.

6. Under Business and Professions Code sections 17203 and 17535, and Public Utilities Code section 2102 and consistent with Public Utilities Code sections 451 and 2891.1, Defendants are hereby permanently enjoined and restrained from directly or indirectly engaging in any of the following acts or practices in connection with offering to sell or selling any goods or services to consumers in California:

(A) Selling or licensing to third party directory publishers the Directory Listing Information, addresses combined with telephone numbers, or telephone numbers (in isolation) of residential customers who have purchased or selected the non-published feature of XFINITY Voice service;

(B) Publishing, selling, or allowing to be published on Ecolisting or any other Comcast-controlled directory listing site, the Directory Listing Information, addresses combined

1 with telephone numbers, or telephone numbers (in isolation) of residential customers who have
2 purchased or selected the non-published feature of XFINITY Voice service; and

3 (C) Misrepresenting in Comcast published materials the precautions that Defendants
4 take to ensure the confidentiality of Directory Listing Information, addresses combined with
5 telephone numbers, or telephone numbers (in isolation) of XFINITY Voice residential customers
6 who have purchased or selected non-published service; and

7 7. Under Business and Professions Code section 17203 and 17535, and Public
8 Utilities Code section 2102 and consistent with sections 451 and 2891.1, Defendants shall
9 develop, implement, and maintain a program designed to prevent further instances of improper
10 disclosure of Directory Listing Information of residential customers who have purchased or
11 selected the non-published feature, as set forth below. That program shall consist of the injunctive
12 provisions set forth in the sub-parts to this Paragraph. Unless otherwise stated, the injunctive
13 provisions set forth in the sub-parts to this Paragraph shall remain in effect for a period of three (3)
14 years from the date of the Implementation Report.

15 (A) Comcast shall commission an annual third party audit of its Directory Listing
16 Information Agent. The audit will review whether the Directory Listing Agent complied and is
17 complying with the terms of its agreements with Comcast relating to Directory Listing
18 Information for the prior year period, and particularly with those terms relating to the handling of
19 Comcast's Directory Listing Information. In conjunction with the audit, Comcast shall also
20 review its Directory Listing Information Agent's handling of Directory Listing Information of
21 Comcast XFINITY Voice customers that it receives from Comcast.

22 (B) Comcast will take the following steps to restrict its vendors' use of Directory
23 Listing Information:

24 i) Comcast shall maintain its current policy of including restrictive language
25 in contracts with vendors that have access to Directory Listing Information, which is substantively
26 similar to the confidentiality provision set forth in Exhibit B (limiting the vendor's use of and
27 preserving confidentiality of, Directory Listing Information).

28

ii) Comcast shall request annual certifications from the following entities that they are using the Directory Listing Information of Comcast's customers consistent with the contractual restrictions discussed above in Paragraph 7(B)(i): (1) Comcast's current Directory Listing Agent; (2) the vendors Comcast uses to telemarket its products and services ("telemarketing vendors"); and (3) any directory assistance provider(s), to the extent that they receive non-published name and address information from Comcast. Comcast shall also request that its telemarketing vendors include in their certifications that they are complying with "do not call" limitations.

iii) Within thirty (30) days of the date of entry of this Judgment and once more on the first anniversary of the date of the entry of Judgment, Comcast shall direct its then-current Directory Listing Information Agent, Neustar, Inc., to eliminate Directory Listing Information in Neustar's national database, the Directory Listing Premium ("DLP") product, that matches the non-published Directory Listing Information of the approximately 35,000 affected customers who are at that time still Comcast customers. Comcast shall include in its Implementation Report and first annual report written confirmation from Neustar that the deletions have occurred.

(C) Comcast shall make available to its XFINITY Voice California residential customers a simplified and easily readable disclosure of the ways in which Comcast uses non-published numbers and other personal information, in a form substantially similar to that attached as Exhibit C ("Simplified Disclosure Form"). CPUC and the Attorney General agree that Exhibit C meets the standard of "simplified and easily readable." Notwithstanding the provision of this paragraph but consistent with the requirements of this paragraph, Comcast shall have the right to periodically update and revise the Simplified Disclosure Form. To the extent it revises the Simplified Disclosure Form, Comcast shall provide copies of the updated version of the form to the CPUC, acting through its Safety and Enforcement Division (SED), and to the Attorney General. If SED or the Attorney General believes that the revisions are not consistent with the requirements of this paragraph, they shall notify Comcast as to their concerns. SED and Comcast shall handle any disagreements regarding the Simplified Disclosure Form in accordance with

Paragraph 16 of the settlement agreement filed with the California Public Utilities Commission between them regarding this matter. The Simplified Disclosure Form shall be distributed as follows:

i) Within two months of the date of entry of this Judgment, Comcast shall provide a printed copy of the Simplified Disclosure Form to all consumers eligible to receive restitution pursuant to Paragraphs 8-12, and who also subscribe to XFINITY Voice service at the time that the Notice Letter described in Paragraph 10 is sent.

ii) Within three months of the date of entry of this Judgment, Comcast shall post the Simplified Disclosure Form in a readily accessible location on its website (www.comcast.com, and any successor website, and such other websites on which Comcast may desire to post the disclosure). Comcast shall also provide a link to the Simplified Disclosure Form on the enrollment page for the non-published feature, which shall offer the enrolling customer a clear choice between a published and non-published number. Comcast shall provide a link to the Simplified Disclosure Form in close proximity to the Comcast's Privacy Notice, currently located at <http://www.comcast.com/Corporate/Customers/Policies/CustomerPrivacy.html>.

iii) Within two months of the date of entry of this Judgment, Comcast shall include the Simplified Disclosure Form for all California XFINITY Voice customers as part of its standard "Welcome Kit," its introductory package of documents provided to new customers.

iv) Within two months of the date of entry of this Judgment, Comcast shall make the printed version of the Simplified Disclosure Form available in its California store locations.

v) Commencing in 2016, Comcast shall also provide a copy of the Simplified Disclosure Form to all then-current California XFINITY Voice customers at the same time that Comcast provides those customers with the Comcast Customer Privacy Notice.

vi) Upon request by a current customer, and within two months of the date of entry of this Judgment, Comcast shall have available and provide a printed version of the Simplified Disclosure Form to the requester in one of the following additional languages (besides English) in which it principally markets to customers: Chinese, Spanish, Hmong, Korean, and

1 Russian. Comcast shall also provide a link on its website to a static PDF version of the Simplified
2 Disclosure Form in these languages. To the extent that Comcast no longer markets its services in
3 one of these languages, it may cease providing copies of the Simplified Disclosure Form in such
4 language.

5 (D) Within three months from the date of entry of this Judgment, but no later than its
6 service of the Implementation Report, Comcast shall adopt revised methods and procedures to
7 address the process for handling customer inquiries and complaints about the publication of non-
8 published listings. The methods and procedures shall require, at a minimum: (i) the creation of a
9 “trouble ticket” for all customer incoming calls where the customer care representative verifies
10 that the customer is paying for a non-published feature on the customer’s XFINITY Voice service
11 and the customer claims that his/her number, name or address is being published; (ii) root cause
12 analysis for each of the trouble tickets; (iii) review of all trouble tickets to detect patterns; (iv)
13 quarterly review of the first 25% of the resolved California trouble tickets within the quarter (but
14 not less than 5 or the total if less than 5), to confirm for quality assurance purposes that the process
15 outlined in the methods and procedures was properly followed; and (v) ongoing training of all
16 Comcast personnel whose primary job responsibilities are to address and resolve directory listings
17 complaints. Comcast shall have the right to periodically update and revise its methods and
18 procedures as it deems appropriate, consistent with the requirements of this paragraph. To the
19 extent Comcast revises its methods and procedures, Comcast shall provide copies of the updated
20 methods and procedures to SED and to the Attorney General. If SED or the Attorney General
21 believes that the revisions are not consistent with the requirements of this Paragraph, they shall
22 notify Comcast as to their concerns. SED and Comcast shall handle any disagreements regarding
23 revisions to the methods and procedures in accordance with Paragraph 16 of the settlement
24 agreement filed with the California Public Utilities Commission between them regarding this
25 matter.

26 (E) Nothing in this Judgment constitutes an admission by Comcast as to the
27 applicability of Public Utilities Code sections 451 and 2891.1 in any proceeding other than one
28 related to the enforcement of this Judgment.

RESTITUTION

8. Comcast shall pay a total of \$7,909,400 in restitution, which monies will be paid out as follows:

(A) \$7,477,400 to the 74,774 California consumers who selected or paid for non-published Comcast XFINITY Voice service but whose Directory Listing Information was published on the Internet, in phone books, or through directory assistance ("Affected Customers"). Subject to Paragraph 8(B), Affected Customers who currently receive any Comcast service shall receive their restitution award as a one hundred dollar (\$100) bill credit. Affected Customers who no longer receive any Comcast service shall receive their restitution award as a one hundred dollar (\$100) check.

(B) \$432,000 in additional restitution to consumers eligible to receive restitution pursuant to Paragraph 8(A) and who identified personal safety concerns to Comcast as of August 2014. Affected Customers who are eligible to receive restitution under this sub-paragraph shall receive their restitution award by check.

9. Restitution to Affected Customers who no longer receive any Comcast service shall be administered by a third party restitution administrator. Comcast shall retain the administrator. The Attorney General and SED shall approve the selection of the third party restitution administrator. Comcast shall consult with the Attorney General and SED about the mechanics of the restitution program, and shall provide a copy of its contract with the third party restitution administrator to SED and the Attorney General, once executed. Comcast shall pay the costs of the third party restitution administrator. The restitution amounts owed to Affected Customers who no longer receive any Comcast service will be paid to the third party restitution administrator within two months of the date of entry of this Judgment.

10. Within two months of the date of entry of this Judgment, Comcast and the third party restitution administrator will send a letter to all consumers eligible to receive restitution pursuant to Paragraphs 8-12, setting forth the terms of the restitution amount and other available remedies. The content of the letter will vary depending on several factors, including whether the affected customer currently receives Comcast services, but will be substantially similar to the sample

1 letters attached in Exhibit D. The notification letters will be sent via U.S. Mail, in an envelope
2 reflecting that important information is enclosed. Letters will be sent to the current billing address
3 for Affected Customers who subscribe to any Comcast service; reasonable efforts will be made to
4 locate Affected Customers who no longer receive Comcast services.

5 11. Any portion of the \$7,909,400 not paid out to consumers within 12 months after the
6 date of entry of this Judgment will be transferred to the State Controller's Office in accordance
7 with California's Unclaimed Property Law, so that it may be claimed by the Affected Customers.

8 12. Comcast has represented that it has refunded to customers the fees that they had paid
9 for the non-published feature for the period of time that their numbers were mistakenly published.
10 Although Comcast has represented that it issued approximately \$2.5 million in refunds, Comcast
11 has represented that it has not distributed \$517,714 in non-published fees to Affected Customers
12 who no longer receive any Comcast service and who did not respond to Comcast's notification
13 letter with confirmation of their address. In connection with the restitution offer described above,
14 the third party restitution administrator will undertake reasonable efforts to locate Affected
15 Customers who no longer receive any Comcast service and who have not yet received the refunds
16 described in this Paragraph and will provide them with notice of the non-published fees payable to
17 them. Any portion of the \$517,714 not paid out to this category of Affected Customers within 12
18 months after the date of entry of this Judgment will be transferred to the State Controller's Office
19 in accordance with California's Unclaimed Property Law, so that it may be claimed by the
20 Affected Customers.

21 **OTHER MONETARY PROVISIONS**

22 13. Within 30 days of the date of entry of this Judgment, Defendants shall pay twenty five
23 million dollars (\$25,000,000) in total penalties and related monies, to be apportioned as follows:

24 a. Pursuant to California Public Utilities Code section 2107, Defendants shall remit
25 to the California Public Utilities Commission the sum of twelve million five hundred thousand
26 dollars (\$12,500,000) in and for civil penalties, payable to the State of California General Fund.

b. Defendants shall remit to the California Attorney General's Office twelve million five hundred thousand dollars (\$12,500,000). The California Attorney General's Office will apportion that amount as follows:

1. Pursuant to Business and Professions Code section 17206, nine million dollars (\$9,000,000) in and for civil penalties.
2. Three million dollars (\$3,000,000) for the exclusive use of the Office of the California Attorney General for the investigation, prosecution, and education of the public regarding privacy issues.
3. Four hundred thousand dollars (\$400,000) for funding the budget and operational costs of the California Attorney General's Office.
4. One hundred thousand dollars (\$100,000) to be deposited with the restitution administrator and used to provide additional restitution to Affected Customers who identify personal safety concerns to Comcast arising out of the conduct that is the subject of this complaint. One year after the date of entry of this Judgment, all remaining funds under this subparagraph shall be remitted by the restitution administrator to the California Attorney General's Office as additional fees and costs.

14. The checks required to be paid pursuant to Paragraph 13(a) of this Judgment shall be sent to the Fiscal Office of the CPUC at 505 Van Ness Avenue, 3d Floor, San Francisco, California 94012, with a copy to Christopher Witteman, California Public Utilities Commission, 505 Van Ness Avenue, Room 5023, San Francisco, California 94102, unless the parties agree to another method of payment. The sum required to be paid pursuant to Paragraph 13(b) of this Judgment shall be sent to the Attorney General's Office via wire transfer, unless the parties agree to another method of payment.

COMPLIANCE

15. For a period of three (3) years from the date of the Implementation Report, Defendants shall prepare periodic reports regarding their compliance with the terms of this Judgment, as outlined in Exhibit A. Comcast shall provide these reports to the Attorney General and SED

1 subject to confidential treatment under Public Utilities Code Section 583, General Order 66-C and
2 Government Code Section 6250 et seq., including Section 6254(f).

3 16. Nothing in this judgment limits Plaintiff's right to request or obtain information from,
4 or otherwise contact, Defendants as otherwise provided in this Judgment or as provided by law.

5 **OTHER TERMS**

6 17. Effective upon payment of the full amounts due under Paragraphs 8-13 above, the
7 California Attorney General and the California Public Utilities Commission release and discharge
8 Defendants and their officers, employees, agents, successors, assignees, affiliates, merged or
9 acquired entities, parent or controlling entities, and subsidiaries from any and all claims, suits
10 demands, damages, restitution, penalties, fines, actions, and other causes of action that the
11 California Attorney General or the California Public Utilities Commission could have brought
12 arising out of Defendants' disclosure and publication of Directory Listing Information of non-
13 published California customers as alleged in the complaint. Nothing contained in this paragraph
14 shall be construed as a release of any claims that the California Attorney General may have against
15 Defendants relating to the disposal obligations in Civil Code section 1798.81 of paper customer
16 records. Furthermore, nothing contained in this Paragraph shall be construed to limit the ability of
17 the California Attorney General or the California Public Utilities Commission to enforce the
18 obligations that Defendants have under this Judgment.

19 18. Notwithstanding any term of this Judgment, any and all of the following forms of
20 liability are specifically reserved and excluded from the release in Paragraph 17 as to all
21 Defendants:

22 A. Any criminal liability that any Defendant has or may have to the State of
23 California.

24 B. Any civil or administrative liability that any Defendant has or may have to
25 the State of California relating to:

- 26 1. State or federal antitrust violations;
27 2. State or federal securities violations ; and
28 3. State or federal tax claims.

1 19. Where the terms of this Judgment require the CPUC and Comcast to abide by any
2 meet-and-confer requirements in the separate settlement agreement between them, such terms
3 shall have no effect on the right of the Attorney General to enforce this Judgment.

4 20. Jurisdiction is retained by the Court for the purpose of enabling any party to the
5 judgment to apply to the Court at any time for such further orders and directions as may be
6 necessary or appropriate for the construction or the carrying out of this Judgment, for the
7 modification of any of the injunctive provisions hereof, for enforcement of compliance herewith,
8 and for the punishment of violations hereof, if any.

9 21. The clerk is ordered to enter this judgment forthwith.

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11 DATED: _____

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14 JUDGE OF THE SUPERIOR COURT
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EXHIBITS

Exhibit A	Reporting Obligations
Exhibit B	Sample Contractual Provisions Limiting Vendor Use of DL Information
Exhibit C	Simplified Disclosure Form
Exhibit D	Sample Notification Letters to Affected Customers

EXHIBIT B- STIPULATED FACTS

EXHIBIT B – STIPULATED FACTS

Background

- (1) Comcast provided its residential XFINITY Voice telephone customers' directory listing information (i.e., name, address, phone number) directly to third party publishers of printed phone books until approximately 2012.
- (2) Comcast's XFINITY Voice is a Voice over Internet Protocol (VoIP) service.
- (3) In July 2010, Comcast began publishing its directory listings online on Ecolisting.com. Beginning in November 2010, Comcast also licensed its directory listings for approximately one year to a nationwide directory assistance provider through Neustar, Inc. ("Neustar"). Currently, Comcast makes its XFINITY Voice telephone customers' listings available nationally for directory assistance through a vendor.
- (4) Once a directory listing appears in telephone directories (in print, on the Internet, or on disks) or in directory assistance, it may be sorted, packaged, repackaged and made available again in different formats by anyone.
- (5) In July 2010 Comcast launched its own online directory known as Ecolisting, which can be accessed by anyone at www.ecolisting.com. Ecolisting contains the residential listings for Comcast's published customers, as well as other commercially available business and residential listings.
- (6) For a monthly charge, non-published and non-listed directory service options are available to Comcast's XFINITY Voice residential telephone subscribers who choose to not have their listings in online directories, phone books and directory assistance.
 - a. Non-published directory service is available for \$1.50 monthly and provides that Comcast will not submit a customer's non-published phone number, name and address to print publishers or Comcast's online directory, so that the information will not be made available in those venues or Directory Assistance.
 - b. Non-listed directory service was available for \$1.25 monthly and provided that Comcast would not submit a customer's non-listed phone number, name and address to print publishers or Comcast's online directory, but made the non-listed phone number available to Directory Assistance providers. Non-listed service was grandfathered on April 26, 2010.
- (7) For varying periods of time between July 2010 to December 2012, and for many customers the entire period, approximately 75,000 Comcast residential subscribers in California who had paid Comcast the monthly fee for a non-published or non-listed phone number nevertheless had their subscriber listing information published on Ecolisting, and (in some cases) in phone books, and/or made available by a directory assistance provider. (See para. 9).

The Error, and its Context

- (8) Comcast used a non-affiliated third party, Targus Info Services, Inc., later acquired by Neustar to license its directory listings to various publishers and directory assistance providers, which Comcast does in the context of FCC rules.
- (9) Comcast has explained that, in connection with a system-wide account number change in California that occurred in October and December 2009, a significant portion of those California customers who elected non-published status prior to December 2009 were mistakenly not flagged as “non-published” and thus were made available for publishing in July 2010 via Neustar. Comcast refers to this event as the “Process Error.”
- (10) Until October 2012, it was Comcast’s practice to send non-published listings to Neustar as well as published listings, while placing a “privacy flag” on the non-published listings. Because the “privacy flag” was not attached to the listings of approximately 75,000 non-published/non-listed subscribers, Neustar provided those listings to Comcast’s vendor, Microsoft FAST, who then published them for Comcast on the Ecolisting website.
- (11) Comcast provided a small number of the non-published/non-listed listings to Frontier’s vendor, Data Link, who in turn released those listings for publication in Elk Grove and Colusa County phone books for the years 2010 and 2011.
- (12) Neustar also provided the non-published subscriber listings to one nationwide directory assistance provider, kgb. kgb has been Comcast’s directory assistance provider since at least 2009. Comcast believes that its contract with kgb effectively prohibits kgb from further sublicensing Comcast’s listings.
- (13) Neustar also provided a subset of the non-published/non-listed listings to two directory publishers of phone books for testing purposes: Supermedia and Valley Yellow Pages. Supermedia and Valley represented to Neustar that these non-published/non-listed listings were never published.
- (14) Neustar erroneously provided a subset of the non-published/non-listed listings to one telemarketing company for testing purposes: Relevate. Relevate represented to Neustar that these non-published/non-listed listings were never used.
- (15) Neustar provided some of the non-published/non-listed listings to Comcast’s affiliate, Plaxo.
- (16) Neustar also provided the non-published/non-listed listings to one non-directory commercial entity for testing purposes: Intelligenx. These non-published/non-listed listings were never used.
- (17) Upon Comcast’s discovery of Neustar’s provision of the non-published/non-listed listings to the entities listed in paras. 8—14, Comcast either directly or through Neustar requested the deletion of these listings and Neustar or Comcast received confirmation of the deletion of the listings from the databases of Supermedia, Valley Yellow Pages, Relevate, Plaxo, and Intelligenx, and that these listings had not been used and/or published.
- (18) Comcast’s relationship with Neustar is governed, in part, by a contract known as the Directory Listing License and Distribution Agreement (“DLLDA”), effective as of May 2011.

- (19) The original signatories to the DLLDA are Comcast Phone, LLC and Targus Information Corporation (“Targus”).
- (20) Comcast Phone, LLC is the parent company of Comcast Phone of California, LLC.
- (21) Neustar, Inc. acquired Targus in November 2011 and assumed Targus’ responsibilities under the DLLDA. Pursuant to the DLLDA, Targus was Comcast’s distribution agent.
- (22) The recitals in the DLLDA state:

WHEREAS, Comcast, in its capacity as a LEC, generates DL [directory listing] Information as a result of providing wholesale and retail telecommunications services; and

WHEREAS, Comcast’s DL Information is used and useful in creating paper and electronic telephone directories, for providing directory assistance (“DA”) services (i.e., 411), and for other purposes; and

WHEREAS, as a LEC, Comcast is obligated under Sections 251(b)(3) and 222(e) of the Act to provide DL information to eligible requesting LECs and directory publishers; and

WHEREAS, Targus is a distributor of DL information to LECs, directory publishers, and other users of DL information.

- (23) Prior to the DLLDA, Targus licensed and distributed Comcast’s directory listings as an independent contractor pursuant to a Commercial Information Services Agreement (“CISA”), Amendment 8, effective November 1, 2009.
- (24) Although Comcast’s contracts with Neustar contain a “right to audit” clause, Comcast did not perform any formal audits of Neustar/Targus as to their use of Comcast’s directory listings prior to the commencement of the OII. However, Comcast had requested that Neustar review and confirm that it was complying with the terms of the DLLDA that limited Neustar’s usage of directory listing licensing and distribution. Neustar assured Comcast that it was complying.

Customer Inquiries about the publication of non-published numbers, prior to October 2012

- (25) Comcast has the capability to search its customer records databases for customer contacts related to non-published/non-listed numbers.
- (26) Comcast has issue codes that could identify trouble tickets related to the publication of non-published/non-listed numbers. From January 2010 through October 2012, Comcast reports that it had opened approximately 350 CR trouble tickets bearing the problem code related to non-published/non-listed numbers. Of these 350 CR trouble tickets, approximately 75 trouble tickets were associated with customers who were affected by Comcast’s error. During this time period, the Commission’s Consumers Affairs Branch (CAB) received 5 complaints from customers about their non-published/non-listed numbers, which Comcast did not receive from CAB.
- (27) Prior to receiving two complaints in October 2012 about non-published listings being published in error, with one from a California customer and one from a

customer in another state, Comcast did not determine the root cause of complaints dealing with the erroneous publication of non-published/non-listed listings.

- (28) Comcast's trouble ticket resolution process for non-published/non-listed directory listings that have been published in error included a process known as "Online Site Removal" since at least October 2009. Online Site Removal included processes for updating directory assistance and removing Comcast non-published listings from non-affiliated and non-Ecolisting online directories (such as yellowpages.com). This process is found in Comcast's guidelines known as NCAR Methods and Procedures for Directory Listing. The NCAR Methods and Procedures were eventually superseded by the NASR Methods and Procedures sometime around August 2012 and do not include an Online Site Removal process.

Remedial & Notification Efforts

- (29) As soon as Comcast identified the Process Error in November 2012, it undertook efforts to correct the error. The non-published/non-listed directory listings were deleted from Ecolisting on December 10, 2012.
- (30) Comcast attempted to notify by mail all 75,000 non-published/non-listed subscribers to inform them that Comcast had inadvertently published their listings. Comcast sent at least one notification letter in January or April of 2013.
- (31) The notification letter informed the approximately 54,000 customers who still subscribed to a Comcast service as of December 5, 2012 ("current customers") that Comcast had posted a credit to their account for the non-published/non-listed charges paid during the period these customers were published in error. The approximately 21,000 customers who had terminated service on or before December 5, 2012 ("former customers") were told in the letter to contact Comcast in order to receive a refund for the non-published/non-listed charges. The notification letter provided a toll-free hotline number for customers who had questions or required further assistance.
- (32) For the 21,000 former customers, Comcast sent at least one notification letter to their last known address that Comcast had on file. Although Comcast did not track or count returned envelopes, approximately 2,000 former customers contacted Comcast to request a refund. The remaining 19,000 former customers did not request and did not receive a refund. Approximately \$500,000 in refunds is due to former customers.
- (33) Comcast also attempted to notify the 54,000 current customers by automated phone calls that played an outgoing message, and informed customers of the hotline it had set up to handle questions from affected customers.
- (34) Comcast received approximately 11,000 calls from affected customers on the hotline. Approximately 200 of those customers had safety concerns. Safety concerns included, but were not limited to, those from law enforcement personnel, judges, victims of crime, domestic violence victims, and the elderly. Other affected customers who contacted Comcast on the hotline also voiced concerns about an increase in telemarketing calls and a general concern for their loss of privacy.
- (35) Comcast made available and provided additional remedies (such as a telephone number change, additional security service, and/or additional compensation/credit) to affected customers who contacted the hotline and requested further relief.

- (36) Comcast first reported its error related to the 75,000 non-published/non-listed subscribers to the Commission on January 9, 2013.
- (37) Since discovery of the error, Comcast has implemented or is in the process of implementing various remedial measures to prevent and/or detect future similar errors, including:
- a. an internal audit of the processes and procedures for handling directory listings including non-published/non-listed listings;
 - b. enhanced systems and processes governing the provisioning and management of directory listings;
 - c. data reconciliation measures including ongoing manual spot-checks and implementation of automated reconciliation tools to ensure the accuracy of data on Ecolisting and with Neustar;
 - d. updated procedures for handling and resolving customer inquiries as to directory listing issues, including root cause analysis;
 - e. enhanced training of employees as to proper use, handling and disclosure of customer information; and
 - f. a standard order entry process that requires each new residential voice customer to affirmatively select either nonpublished or published status when the customer signs up for XFINITY Voice telephone service.
- Comcast designed its standard order entry process so that an order for new voice service cannot be completed unless the customer's selection of a published or nonpublished listing is entered.
- (38) Comcast has not yet attempted to do online site removal for any segment of the approximately 75,000 affected customers because many of the most popular online directory listing sites have changed their policies since October 2012. Those sites no longer allow the removal of directory listing information on their sites without the customer providing other (and in some cases more intrusive) personal identifying information.

EXHIBIT C – SIMPLIFIED DISCLOSURE FORM

WHAT AN XFINITY VOICE CUSTOMER SHOULD KNOW ABOUT OUR COLLECTION AND USE OF YOUR PERSONAL INFORMATION

IMPORTANT INFORMATION FOR CALIFORNIA XFINITY® VOICE CUSTOMERS

What personal information do we use, collect and share?

The types of personal information we collect, store and may, where permitted by law, use or share include:

- Name
- Address
- Telephone number
- The type of voice services and features you subscribe to, amount of use, and calling patterns (known as Customer Proprietary Network Information or CPNI)

This information and how you can limit our sharing of it, is discussed below.

What do we do with your information?

We share your information with emergency service providers, and vendors and other service providers that assist in the provision of our services, although those entities are prohibited from using your information for any other purpose. We may also share your information with government entities as required by law. We also use this information for a number of purposes, including:

- Directory Listings (phonebooks and online)
- Directory Assistance/Operator Services
- Caller ID
- Routing your calls (Call Processing & Management)
- Billing and Collections
- Customer Service and Support
- Comcast Marketing to you
- 911 and Related Emergency Services

提供中文服务, 请致电 1-800-XFINITY 或访问网站

www.xxxxxxxxxxxx.xxx/xxxxxxx.

Disponible en español, llame al 1-800-XFINITY o visite

www.xxxxxxxxxxxx.xxx/xxxxxxx.

Muaj ua lub Hmoob, thov hu rau 1-800-XFINITY lossis mus saib

www.xxxxxxxxxxxx.xxx/xxxxxxx.

한국어로도 이용 가능합니다. 1-800-XFINITY 로 전화하거나

www.xxxxxxxxxxxx.xxx/xxxxxxx (을)를 방문해 주십시오.

Чтобы получить информацию на русском языке, позвоните по телефону 1-800-XFINITY или посетите страницу www.xxxxxxxxxxxx.xxx/xxxxxxx.

Why we may share your personal information.	Does Comcast use/share and if so, how?	Can you limit this sharing?	How to limit the use of this information?
Directory Listings – Phonebooks & Online (Name, Address and Telephone Number)	<p>Yes – your name, address and telephone number may be sent to publishers to be printed in directories and posted in online directories.</p> <p>Once that information is printed or posted online it may be sorted or repackaged and made available again in different formats by anyone, including data aggregators, for a variety of purposes, including marketing.</p>	<p>Yes. You have two Options:</p> <p>You can choose to have a non-published number, which means that Comcast will not provide <i>your name, address and telephone number</i> for publishing in the phone book and online directories.</p> <p>OR</p> <p>If you choose to have a published number, you can choose the omit address feature, which means that Comcast will not provide <i>your street address</i> for publishing in the phone book and online directories.</p>	<p>If initiating service online, select “non-published” option.</p> <p>Otherwise, call 1-800-XFINITY to sign up.</p> <p>(\$1.50/mo. for non-published number; no charge for omit address).</p>
Directory Assistance (Name, Address and Telephone Number)	<p>Yes. We may make your number, name and address available to directory assistance (411) providers.</p>	<p>Yes. If you have a non-published number, Comcast will not make your <i>number</i> available through directory assistance. Comcast may still share <i>your name and address</i> with the 411 provider when specified by law (but the provider will not share your non-published number).</p>	<p>If initiating service online, select “non-published” option.</p> <p>Otherwise, call 1-800-XFINITY to sign up.</p> <p>(\$1.50/mo. for non-published number; no charge for omit address).</p>

Please note: While the non-published feature will keep your name, address and telephone number out of printed and online directories over which Comcast exercises control, even a non-published phone number may exist in databases not controlled by Comcast – if, for example, your present telephone number or address was previously published under your name, or if you provided this information to businesses or government agencies. One way to help protect your privacy may be to request assignment of a new telephone number (with which your name has not previously been associated). You may also want to activate Caller ID Blocking or select the do-not-call option, as described below.

Why we may share your personal information.	Does Comcast use/share and if so, how?	Can you limit this sharing?	How to limit the use of this information?
Caller ID (Name and Telephone Number)	Yes. Caller ID provides your name and telephone number to the person you are calling – even if you have a non-published number.	Yes. You have two Options: Per Line Caller ID Blocking – (automatically blocks Caller ID for all calls you make from that telephone number) OR Per call Caller ID Blocking (blocks name and number Caller ID on a per call basis)	To activate Per Line Caller ID Blocking – at no charge, call 1-800-XFINITY. To enable Per Call Caller ID Blocking –dial *86 before each call you want to block.
Comcast Marketing of XFINITY and Partner Services (Name, Address and Telephone Number)	Yes. (including non-published numbers). Our vendors may contact you to offer you products and services affiliated with Comcast and our partners.	Yes. You may sign up for the following option: Comcast Do Not Call List. “Do not mail” and “Do not knock” status also available.	Call 1-800-XFINITY.
Marketing of Non-Partner Services (Name, Address, Telephone Number)	No.	Although Comcast does not share your information for external marketing purposes, you can limit calls from third parties by signing up on the Federal Trade Commission Do Not Call List.	Go to www.donotcall.gov .
911 (Name, Address and Telephone Number)	Yes (including non-published numbers) shared with emergency service providers.	No.	N/A

Why we may share your personal information.	Does Comcast use/share and if so, how?	Can you limit this sharing?	How to limit the use of this information?
Call Routing, Billing/Collections, Customer Service (Name, Address, Telephone Number and CPNI)	Yes. (including non-published numbers) —provided to vendors, but only for the purpose of providing your XFINITY Voice service.	No.	N/A

The above disclosure is designed to help our customers understand the choices they have, and is not meant as a full legal description of the services or limitations it describes. The complete Comcast Customer Privacy Notice is available at <http://www.comcast.com/Corporate/Customers/Policies/CustomerPrivacy.html>.

CA 0415

**EXHIBIT D—SAMPLE CONTRACTUAL PROVISIONS LIMITING VENDOR
USE OF DL INFORMATION**

**EXHIBIT D: SAMPLE CONTRACTUAL PROVISIONS LIMITING
VENDOR USE OF DL INFORMATION**

1. Confidentiality

1.1 No Disclosure. Contractor agrees that during and after the term of this Agreement, neither Contractor nor any person, firm, corporation or other entity affiliated with, owned in whole or in part by, employed by or otherwise connected with Contractor, shall directly or indirectly, without the express written consent of Company, divulge, use, sell, exchange, furnish, give away, or transfer in any way any Confidential Information (as hereinafter defined) of Company.

1.2 Purpose of Access. Contactor acknowledges that any Confidential Information that has been disclosed to it by Company has been disclosed solely for the purpose of enabling Contractor to perform its duties hereunder. Contractor agrees that all Confidential Information, whether provided by Company prior to or after the commencement date hereof, is the exclusive property of Company, and further agrees that all of Company's subscribers are and shall remain customers of Company.

1.3 Compelled Disclosure. If Contractor is served with any form of process purporting to require Contractor to disclose any Confidential Information to any third party, Contractor shall immediately notify Company who shall, in addition to Contractor's efforts, if any, have the right to seek to quash such process. Contractor shall cooperate with Company in all efforts to quash such process or otherwise to limit the scope of any required disclosure. In the event that the disclosure of any Confidential Information is compelled, Contractor shall seek an appropriate protective order from the court to limit access to such information.

1.4 Confidential Information Defined. The term "Confidential Information" shall include, without limitation, information provided to Contractor by Company that Company has designated as confidential; this Agreement (and all amendments thereto) and all of its terms and conditions; all manuals and training materials provided to Contractor by Company; the names, addresses, e-mail addresses and telephone numbers of all subscribers and prospective subscribers to any product or service offered by Company, as well as any other personally identifiable information relating to such subscribers ("PII"); any other information relating to any Company's subscribers, including all lists or other records containing any such information, even if such information is aggregated; and all financial, technical, business, and credit information relating to Company, including without limitation, all market analyses and market expansion plans, all revenue and profit analyses and projections and all commission structures and statements; all technical information relating to Company, including, without limitation, all implemented or planned product and service improvements or changes, and all information about Company's network configuration, plant or any equipment attached thereto; and all other information relating to the operations of Company which was disclosed or provided to Contractor or became known to Contractor

through its relationship with Company; and all other information not generally known to the public relating to Company.

1.5 Subscriber Information. Contractor hereby acknowledges that Company has a special responsibility under the law to keep PII private and confidential. Contractor also acknowledges that the PII to which it will have access pursuant to the Agreement constitutes Company Confidential Information and that Contractor in no way possesses or shall gain possession of any ownership or other proprietary rights with respect to such PII. Contractor acknowledges and understands that PII is subject to the subscriber privacy protections set forth in Section 631 of the Cable Communications Policy Act of 1984, as amended (47 U.S.C. Sec. 551) and Section 222 of the Telecommunications Act of 1996 (47 U.S.C. Sec. 221), as each are applicable, as well as other applicable federal and state laws. Contractor agrees that it shall use such information in strict compliance with Section 631, Section 222 and all other applicable laws governing the use, collection, disclosure and storage of such information. Contractor further agrees to restrict disclosure of such PII to those Contractor employees or sub-contractors with a need to know and who are bound by the confidentiality provisions herein and shall not further disclose such information to any third Party without the prior written consent of Company.

1.6 Usage Data. Confidential Information shall include any and all usage data, activity data or other information collected from or about or otherwise regarding Company's subscribers whether in individual or aggregate form. Such Usage Data ("Usage Data") is and shall remain the property of Company. To the extent that Contractor has access to or collects such Usage Data, it does so solely on behalf of Company pursuant to Contractor's obligations hereunder and shall maintain the confidentiality of such data and shall treat in accordance with Company's then applicable privacy policies, privacy statements and applicable law. Contractor shall not use Usage Data for any purpose not in compliance with its obligations under this Agreement and shall not disclose such data, whether in aggregate or individual form, to any third party. Contractor shall not collect or maintain such Usage Data except to the extent necessary to perform its obligations under this Agreement.

1.7 Security. All PII and Usage Data that is collected, stored or otherwise maintained by Contractor pursuant to this Agreement shall be maintained in a secure environment that meets industry standards. Any PII or Usage Data that is collected or obtained by Contractor must be stored and transmitted in encrypted or otherwise secure form. In the event of a breach of security of any system, website, database, equipment or storage medium or facility that results in unauthorized access to PII or Usage Data by any third party (including any employee or subcontractor of Contractor that is not authorized to access such information), Contractor shall notify Company immediately and make best efforts to resecure its systems immediately.

1.8 Remote Access. To the extent that Contractor is authorized to gain remote access to Company's networks or equipment for purposes of performing its obligations hereunder, Contractor shall ensure that (a) such access is restricted to authorized employees; (b) it provides Company with a list of all such authorized employees; (c) such

remote access is used solely for purposes of fulfilling Contractor's obligations under this Agreement; (d) such remote access is obtained through a secure connection; and (e) Contractor uses such remote access capability only to access equipment or software that is directly involved in Contractor's performance of its obligations hereunder and does not access any other Company or third party systems, databases, equipment or software. Upon Company's request, Contractor will provide periodic security audits of its access system and methods and will change authentication elements periodically to maintain the integrity and security of Contractor's access.

1.9 No Publicity. Contractor shall not issue a press release or any other publicity (including listing Company in a customer list) relating to this Agreement or the fact that Contractor is providing any services to Company without Company's prior written approval.

1.10 Destruction/Return of Information. Upon the expiration or termination of this Agreement or upon Company's request, Contractor shall return all Confidential Information to Company or at Company's option, destroy all Confidential Information and provide within ten (10) days of Company request, a written certification signed by an officer of Contractor, certifying that all Confidential Information in all formats, including without limitation, paper, electronic and disk form, have been returned or destroyed, as the case may be.

1.11 Breach of Non-Disclosure Obligations. Contractor understands and agrees that any breach of any term of this Section 1 shall constitute a material breach of this Agreement and that Contractor shall be liable to Company for any and all damages identifiable as resulting from such breach. Notwithstanding the foregoing, in the event of a breach or threatened breach or intended breach of this Section 1 and/or disclosure of Confidential Information, including but not limited to, PII, by Contractor, Company, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

EXHIBIT E: COMPLAINT HANDLING AND MONITORING
(CONFIDENTIAL)

EXHIBIT F - REPORTING

EXHIBIT F – REPORTING

- a) *Implementation Report* (initial implementation report to be submitted no later than four months from the Effective Date).
- i. Updated methods and procedures and interactive troubleshooting guide (ITG) excerpts reflecting Comcast's handling/process of non-pub complaints at Levels 1, 2, 3. (Agreement, Para. 4 and Exhibit E)
 - ii. Letters to Affected Consumers regarding the issuance of restitution and other matters (Agreement, Para. 6)
 - iii. Status of restitution process (Agreement, Para. 8)
 - iv. Simplified Disclosure Form implementation/distribution (Agreement, Para.3)
 - v. Written confirmation from Neustar that the existing non-published XFINITY Voice telephone customers' DL Information have been removed from the DLP database (Agreement, Para 2(c))

If SED identifies deficiencies in the Implementation Report within 60 days of receipt of this report, SED may request further information/documentation of Comcast's compliance with this Agreement. Comcast will promptly respond to such requests, but in any event within 20 days of such request; Comcast's response will be given confidential treatment to the extent appropriately marked as confidential under Public Utilities Code Section 583 and GO 66C, and individual customer personal identifying information (PII) may be redacted.

- b) *Periodic reports* (via email) (submitted quarterly (30 days following the end of the prior quarter) unless otherwise agreed upon. The first quarterly report will be due at the conclusion of the first full quarter following the submission of the initial Implementation Report]
- 1. Volume of total trouble tickets received during the quarter with the non-published problem codes 4375 and 80515 and/or their equivalent. (Agreement, Para. 4 and Exhibit E)
 - 2. Results of quarterly quality assurance analysis of 25% of resolved trouble tickets (Agreement, Para 4 and Exhibit E)
- c) *Annual Reports*. The first annual report is to be filed twelve (12) months from the submission of the Implementation Report and annually thereafter for two further years, comprising a total of three Annual Reports.
- i. Roll-up of quarterly reports of Trouble Tickets (see Periodic Reports above) (and notation of any change in Trouble Ticket codes for same).
 - ii. Neustar audit results (Agreement, Para.1)
 - iii. Audit of complaint handling (Agreement, Exhibit E)

- iv. Material updates to the Methods and Procedures and Simplified Disclosure Form (if any) (Agreement, Para. 3 and 4)
- v. Report on training of Comcast personnel responsible for handling customer complaints /inquiries relating to the publication of non-published numbers (number of people trained, period of time) (see Agreement, Para 6 and Exhibit E)
- vi. Escheat results to the extent available (Agreement, Paras. 8(d) and 9.)
- vii. Copies of vendor compliance statements, or vendor's written refusal to comply with certification request (Agreement, Para. 2(b))
- viii. written confirmation from Neustar that the existing non-published XFINITY Voice telephone customers have been removed from the DLP database (Agreement, Para.2(c).)

d. *Report from Third Party Restitution Administrator* –The Third Party Restitution Administrator shall provide a final report of its efforts with verification from the Third Party Restitution Administrator, including escheat results. (Agreement, Para. 8), and this shall be provided to Comcast, SED, and the AG.

e. The Reports in this Exhibit shall be provided in at least one hard copy to SED, AG, and Intervenors via their counsel of record, and via email to jlo@cpuc.ca.gov; wit@cpuc.ca.gov, hcv@cpuc.ca.gov; paulg@greenlining.org; bnusbaum@turn.org and lmehta@turn.org; and jeff.steele@doj.ca.gov and Michael.elisofon@doj.ca.gov.

**EXHIBIT G: SAMPLE DRAFT NOTIFICATION LETTERS
TO AFFECTED CUSTOMERS**



Important information regarding your XFINITY® Voice service

[CUSTOMER BASE: CURRENT XFINITY VOICE NON-PUB CUSTOMER SAFETY CONCERN]

(Insert Date)

Re: XFINITY Voice Non-Published and Non-Listed Number Error

Dear (Insert Customer Name),

As we informed you in an April 2013 letter, your XFINITY Voice non-published or non-listed telephone number(s) was inadvertently published within the period of July 1, 2010 through December 10, 2012.

Once again, we sincerely apologize for this error. In recognition of the inconvenience you may have experienced, and because you had previously expressed personal safety concerns due to the publication of your listing information, Comcast is extending a \$2,100 payment to you. These funds are being made available pursuant to a settlement that Comcast has entered into with the California Public Utilities Commission and the California Attorney General and can be used to defray the costs of a home security system or other safety services.

Comcast has appointed Gilardi & Co., LLC ("Gilardi") as our Claims Administrator for these funds. To help Gilardi process your payment, please fill out, sign and return the enclosed W9 form to Gilardi in the enclosed envelope, along with a copy of this letter within XX weeks from Mail Date. If you have any questions, please do not hesitate to contact Gilardi at 1-XXX-XXX-XXXX time of day pacific or visit www.xxx. Failure to return the W9 form will result in a tax withholding with respect to your payment, as required by law.

This letter also provides you with important information about the potential impact of the prior publication of your telephone number and steps you can take to further limit its availability and use.

As you may recall, Comcast took corrective action in December 2012 by removing your name, address and telephone number from our online directory, Ecolisting.com. We also provided you with a credit equal to the amount you paid to have your listing information non-published/non-listed during the period of time that your information was inadvertently published. However, Comcast cannot restrict or control other sites and sources that may have saved your name, address and telephone number. As a result, this information may still be available on other online directories or through other public sources.

If you have not done so already, it may be advisable to change your XFINITY Voice telephone number. You can do so by contacting us at 1-XXX-XXX-XXXX which is a special toll free number dedicated to handling questions and concerns related to this issue. Comcast will provide you with a new telephone number at no charge. You may also wish to consider contacting online directories, such as whitepages.com and yp.com. Another option is to use an online personal data removal service to seek further removal of your listing information from the Internet.

We have also attached information about how, as an XFINITY Voice customer, your name, address and telephone number may be used and shared by Comcast with third parties for certain purposes, as well as the ways in which you can limit such usage and sharing.

We take our customers' experiences very seriously and apologize again for any inconvenience this error may have caused. We appreciate your business and look forward to continuing to provide you with our best XFINITY products and services.

If you have any questions or need further assistance, please call our dedicated team of representatives at 1-XXX-XXX-XXXX, Monday through Friday from 9 a.m. to 6 p.m. pacific.

Sincerely,

Executive Customer Relations



Important information regarding your XFINITY® Voice service

[CUSTOMER BASE: CURRENT XFINITY VOICE NON-PUB CUSTOMER]

(Insert Date)

Re: XFINITY Voice Non-Published and Non-Listed Number Error

Dear (Insert Customer Name),

As we informed you in an April 2013 letter, your XFINITY Voice non-published or non-listed telephone number(s) was inadvertently published within the period of July 1, 2010 through December 10, 2012.

Once again, we sincerely apologize for this error. In recognition of the inconvenience you may have experienced, an additional \$100 credit has been applied to your Comcast account. This credit is being provided to you pursuant to a settlement that Comcast has entered into with the California Public Utilities Commission and the California Attorney General.

This letter also provides you with important information about the potential impact of the prior publication of your telephone number and steps you can take to further limit its availability and use.

As you may recall, Comcast took corrective action in December 2012 by removing your name, address and telephone number from our online directory, Ecolisting.com. We also provided you with a credit equal to the amount you paid to have your listing information non-published/non-listed during the period of time that your information was inadvertently published. However, Comcast cannot restrict or control other sites and sources that may have saved your name, address and telephone number. As a result, this information may still be available on other online directories or through other public sources.

If you have not done so already, it may be advisable to change your XFINITY Voice telephone number. You can do so by contacting us at 1-XXX-XXX-XXXX which is a special toll free number dedicated to handling questions and concerns related to this issue. Comcast will provide you with a new telephone number at no charge. You may also wish to consider contacting online directories, such as whitepages.com and yp.com. Another option is to use an online personal data removal service to seek further removal of your listing information from the Internet.

We have also attached information about how, as an XFINITY Voice customer, your name, address and telephone number may be used and shared by Comcast with third parties for certain purposes, as well as the ways in which you can limit such usage and sharing.

We take our customers' experiences very seriously and apologize again for any inconvenience this error may have caused. We appreciate your business and look forward to continuing to provide you with our best XFINITY products and services.

If you have any questions or need further assistance, please call our dedicated team of representatives at 1-XXX-XXX-XXXX, Monday through Friday from 9 a.m. to 6 p.m. pacific.

Sincerely,

Executive Customer Relations



Important information regarding your former XFINITY® Voice service

[CUSTOMER BASE: AFFECTED CUSTOMERS NO LONGER WITH COMCAST
AND STILL DUE A REFUND OF NON-PUB/NON-LIST FEES.]

(Insert Date)

Re: XFINITY Voice Non-Published and Non-Listed Number Error

Dear (Insert Customer Name),

As we informed you in an April 2013 letter, your XFINITY Voice non-published or non-listed telephone number(s) was inadvertently published within the period beginning July 1, 2010 through the date you terminated your affected non-published or non-listed feature with us.

Once again, we sincerely apologize for this error. In recognition of the inconvenience you may have experienced, Comcast is extending \$100 to you. A check for that amount is enclosed. These funds are being provided to you pursuant to a settlement that Comcast has entered into with the California Public Utilities Commission and the California Attorney General. As part of this payment, we have also included a refund for non-published/non-listed service charges for the period of time that your listing information was published.

This letter is also intended to provide you with important information about the potential impact of the prior publication of your non-published/non-listed telephone number and steps you can take to further limit its availability and use. As you may recall, Comcast took corrective action in December of 2012 by removing your name, address and former XFINITY Voice telephone number from its online directory, Ecolisting.com. However, we cannot restrict or control other sites and sources that may have saved your name, address and telephone number. As a result, this information may still be available through other online directories or public sources.

If you still have the same telephone number that you had with your XFINITY Voice service, to further limit its availability, it may be advisable to change your telephone number. If this is something you would like to do, please contact your current service provider. You also may wish to consider contacting online directories, such as whitepages.com and yp.com. Another option is to use an online personal data removal service to seek further removal of your listing information from the Internet.

Again, we apologize for any inconvenience this error may have caused you. If you need any further assistance, please call Gilardi & Co., LLC, Comcast's appointed fund administrator, at 1-XXX-XXX-XXXX, Monday to Friday from 9 a.m. to 6 p.m. pacific, or visit WWW.XXX for frequently asked questions.

Sincerely,

Executive Customer Relations

DRAFT



Important information regarding your former XFINITY® Voice service

[CUSTOMER BASE: AFFECTED CUSTOMERS NO LONGER WITH COMCAST,
VOICE SAFETY CONCERN]

(Insert Date)

Re: XFINITY Voice Non-Published and Non-Listed Number Error

Dear (Insert Customer Name),

As we informed you in an April 2013 letter, your XFINITY Voice non-published or non-listed telephone number(s) was inadvertently published within the period beginning July 1, 2010 through the date you terminated your affected non-published or non-listed feature with us.

Once again, we sincerely apologize for this error. In recognition of the inconvenience you may have experienced and because you previously expressed personal safety concerns due to the publication of your listing information, Comcast is extending a \$2,100 payment to you. These funds are being made available pursuant to a settlement that Comcast has entered into with the California Public Utilities Commission and the California Attorney General and can be used to defray the costs of a home security system or other safety services.

Comcast has appointed Gilardi & Co., LLC ("Gilardi") as our Claims Administrator for these funds. To help Gilardi process your payment, please fill out, sign and return the enclosed W9 form to Gilardi in the enclosed envelope, along with a copy of this letter within XX weeks from [Insert Mail Date]. If you have any questions, please do not hesitate to contact Gilardi at 1-XXX-XXX-XXXX time of day pacific or visit www.xxx. Failure to return the W9 form will result in a tax withholding with respect to your payment, as required by law.

This letter is also intended to provide you with important information about the potential impact of the prior publication of your non-published/non-listed telephone number and steps you can take to further limit its availability and use. As you may recall, Comcast took corrective action in December of 2012 by removing your name, address and former XFINITY Voice telephone number from its online directory, Ecolisting.com. However, we cannot restrict or control other sites and sources that may have saved your name, address and telephone number. As a result, this information may still be available through other online directories or public sources.

If you still have the same telephone number that you had with your XFINITY Voice service, to further limit its availability, it may be advisable to change your telephone number. If this is something you would like to do, please contact your current service provider. You also may wish to consider contacting online directories, such as whitepages.com and yp.com. Another option is to use an online personal data removal service to seek further removal of your listing information from the Internet.

Again, we apologize for any inconvenience this error may have caused you. If you need any further assistance, please contact Gilardi at the above telephone number or visit them at WWW.XXX for frequently asked questions.

Sincerely,

Executive Customer Relations

DRAFT

(End of Appendix 1)