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ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT
By Scott Sanchez
Deputy

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. RG15786197 **~~[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"

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

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

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

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

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

a. The term "non-published" shall refer to both the "non-published" and "non-listed" features offered by Defendants to their XFINITY Voice telephone customers. The "non-published" feature 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. The "non-listed" feature (which was grandfathered in April 2010) provides that Comcast will not submit a customer's non-listed phone number, name and address to print publishers or Comcast's online directory, but that the non-listed phone number will be available to Directory Assistance providers. These telephone numbers are also sometimes referred to as "unlisted" or "unpublished," sometimes hyphenated and sometimes not.

b. The term "Directory Listing Information" refers to the names, addresses and telephone numbers of Comcast's XFINITY Voice customers, where there is a combination of 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

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

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

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

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

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

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

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

Russian. Comcast shall 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.

(D) Within three months from the date of entry of this Judgment, but no later than its service of the Implementation Report, Comcast shall adopt revised methods and procedures to address the process for handling customer inquiries and complaints about the publication of non-published listings. The methods and procedures shall 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, consistent with the requirements of this paragraph. To the extent Comcast revises its methods and procedures, Comcast shall provide copies of the updated methods and procedures to 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 revisions to the methods and procedures in accordance with Paragraph 16 of the settlement agreement filed with the California Public Utilities Commission between them regarding this matter.

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

letters attached in Exhibit D. 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 Affected Customers who no longer receive Comcast services.

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

12. Comcast has represented that it has 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 has represented that it issued approximately $2.5 million in refunds, Comcast has represented that it has not distributed $517,714 in non-published fees to Affected Customers who no longer receive any Comcast service and 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 Affected Customers who no longer receive any Comcast service and who have not yet received the refunds described in this Paragraph and will provide them with notice of the non-published fees payable to them. Any portion of the $517,714 not paid out to this category of Affected Customers within 12 months after the date of entry of this Judgment will be transferred to the State Controller's Office in accordance with California's Unclaimed Property Law, so that it may be claimed by the Affected Customers.

OTHER MONETARY PROVISIONS

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

a. Pursuant to California Public Utilities Code section 2107, Defendants shall remit to the California Public Utilities Commission the sum of twelve million five hundred thousand 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 sub-paragraph 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

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

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

OTHER TERMS

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

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

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

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

1. State or federal antitrust violations;
2. State or federal securities violations ; and
3. State or federal tax claims.

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

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

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

DATED: SEP 17 2015

EVELIO M. GRILLO

JUDGE OF THE SUPERIOR COURT

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 A - 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 B – 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 form 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 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.

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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)	Yes – your name, address and telephone number may be sent to publishers to be printed in directories and posted in online directories. 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.	Yes. You have two Options: You can choose to have a **non-published number**, which means that Comcast will not provide ***your name, address and telephone number*** for publishing in the phone book and online directories. OR If you choose to have a published number, you can choose the **omit address feature**, which means that Comcast will not provide ***your street address*** for publishing in the phone book and online directories.	If initiating service online, select "non-published" option. Otherwise, call 1-800-XFINITY to sign up. ($1.50/mo. for non-published number; no charge for omit address).
Directory Assistance (Name, Address and Telephone Number)	Yes. We may make your number, name and address available to directory assistance (411) providers.	Yes. If you have a non-published number, Comcast will not make your *number* available through directory assistance. Comcast may still share *your name and address* with the 411 provider when specified by law (but the provider will not share your non-published number).	If initiating service online, select "non-published" option. Otherwise, call 1-800-XFINITY to sign up. ($1.50/mo. for non-published number; no charge for omit address).

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.

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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

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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.

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EXHIBIT D – SAMPLE DRAFT NOTIFICATION LETTERS TO AFFECTED CUSTOMERS

xfinity

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

xfinity

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

xfinity

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

xfinity

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

DECLARATION OF PERSONAL SERVICE

Case Name: The People of the State of California v. Comcast Cable Communications Management, LLC, et al.

No.:

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 1300 I Street, Suite 125, P.O. Box 944255, Sacramento, CA 94244-2550.

On September 17, 2015, I served the attached **PROPOSED FINAL JUDGMENT AND PERMANENT INJUNCTION** by personally delivering a true copy thereof to the following person(s) as follows:

Suzanne Toller
Davis Wright Tremaine LLP
Attorneys for Comcast Cable Communications, LLC, et al.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on September 17, 2015, at Sacramento, California.

Jeffrey Steele
Declarant

Signature

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