

Exhibit 1

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21 **UNITED STATES DISTRICT COURT**
22 **NORTHERN DISTRICT OF CALIFORNIA**

23 DESIDERO SOTO, STEVEN STRICKLEN,
24 STEEVE FONDROSE, LORENZO ORTEGA,
25 and JOSE ANTONIO FARIAS, JR., on behalf of
26 themselves and all others similarly situated,

27 Plaintiffs,

28 vs.

O.C. COMMUNICATIONS, INC, COMCAST
CORPORATION, and COMCAST CABLE
COMMUNICATIONS MANAGEMENT, LLC;

Defendants

Case No.: 3:17-cv-00251-VC

**CLASS ACTION
SETTLEMENT AGREEMENT**

CLASS ACTION SETTLEMENT AGREEMENT

1
2 1. This Settlement Agreement and Release (the “Settlement Agreement,”
3 “Settlement” or “Agreement”) is entered into between Plaintiffs Desidero Soto, Steven Stricklen,
4 Steeve Fondrose, Lorenzo Ortega, and Jose Antonio Farias, Jr. (collectively, the “Named
5 Plaintiffs”), individually and on behalf of all other similarly-situated persons, and Defendants O.C.
Communications, Inc. (“OCC”) and Comcast Cable Communications Management, LLC
 (“Comcast”).

6 **DEFINITIONS**

7 2. The following terms used in this Settlement Agreement shall have the meanings
8 ascribed to them below:

9 a. “Action” means the above captioned Action.

10 b. “Class Counsel” means Schneider Wallace Cottrell Konecky Watkins LLP
11 and Berger Montague PC.

12 c. “Technicians” means all individuals who are or were employed by OCC as
13 non-exempt employees and provided services, including, but not limited to, services such as
installing cable, television, security, and phone systems, in commercial and residential settings.

14 d. The “California Class” or “Members of the California Class” means all
15 Technicians who are or were employed by OCC in the State of California at any time from January
16 18, 2013 through December 21, 2018, and who do not validly exclude themselves from this
settlement.

17 e. The “Washington Class” or “Members of the Washington Class” means all
18 Technicians who are or were employed by OCC in the State of Washington from March 13, 2015
through December 21, 2018, and who do not validly exclude themselves from this settlement.

19 f. The “Collective” or “Collective Members” is a certified collective action
20 for settlement purposes only pursuant to 29 U.S.C. § 216(b), which includes all Opt-In Plaintiffs
21 who are or were employed by OCC at any time from and including January 18, 2014 through
December 21, 2018. There are 1,018 Opt-In Plaintiffs.

22 g. The following individuals are “Settlement Class Members”:

- 23 i. Members of the California Class;
24 ii. Members of the Washington Class;
25 iii. Collective Members; and
26 iv. The Named Plaintiffs.

1 OCC represents there are approximately 4,500 Settlement Class Members. Plaintiffs have relied
2 on this number in agreeing to the Settlement.

3 h. “Court” means the United States District Court for the Northern District of
4 California.

5 i. “Defendants” means O.C. Communications, Inc. (“OCC”), Comcast
6 Corporation, and Comcast Cable Communications Management, LLC (“Comcast”).

7 j. “Parties” means the parties to this Agreement: Named Plaintiffs, OCC, and
8 Comcast.

9 k. “Defendants’ Counsel” means Littler Mendelson, P.C. and Morgan Lewis
& Bockius LLP for OCC and Comcast, respectively.

10 l. “Settlement Administrator” means CPT Group, Inc..

11 m. “Settlement Notice” means the Notice of Class Action Settlement to the
12 Settlement Class substantially in the form as Exhibit A attached hereto or as approved by the Court.

13 n. “Gross Settlement Amount” means the non-reversionary maximum amount
14 that OCC shall pay in connection with this Settlement, in exchange for the release of the Settlement
15 Class Members’ Released Claims. The Gross Settlement Amount is the gross sum of Seven Million
16 Five Hundred Thousand Dollars (\$7,500,000). The Gross Settlement Amount includes: (a) all
17 Settlement Awards to Settlement Class Members; (b) civil penalties under the Private Attorneys’
18 General Act (“PAGA”); (c) the Class Representative Enhancement Payments; (d) Attorneys’ Fees
and Costs to Class Counsel, and (e) Settlement Administration Costs to the Settlement
Administrator. Except for the employer OCC’s portion of payroll taxes on Settlement Awards to
Eligible Class Members (“OCC’s Payroll Taxes”), the Parties agree that Defendants will have no
obligation to pay any amount in connection with this Settlement Agreement apart from the Gross
Settlement Amount. There will be no reversion.

19 o. “Settlement Award” means the payment that each Settlement Class Member
20 shall be entitled to receive pursuant to the terms of this Agreement.

21 p. “Fee Award” means the award of attorneys’ fees that the Court authorizes
22 to be paid to Class Counsel for the services they rendered to Named Plaintiffs, Opt-In Plaintiffs,
and the Settlement Class in the Action. Class Counsel will not seek more than thirty-three and one-
third percent of the Gross Settlement Amount as their Fee Award.

23 q. “Class Counsels’ Costs” refers to out-of-pocket costs incurred by Class
24 Counsel, which currently are estimated to be \$180,000.

25 r. “Qualified Settlement Fund” means a qualified settlement fund under
26 Section 468B of the Internal Revenue Code established by the Settlement Administrator for the
purpose of administering this Settlement.

1 s. “Settlement Administrator Costs” refer to the costs the Settlement
2 Administrator will incur to distribute the Settlement Notice and Settlement Awards, which are
3 estimated to be Forty Thousand Dollars (\$40,000).

4 t. “Service Award” means the payment to Named Plaintiffs for their efforts in
5 bringing and prosecuting this matter. The Service Award will not exceed the following amounts:
6 Fifteen Thousand Dollars (\$15,000.00) for Plaintiff Desidero Soto and Ten Thousand Dollars
7 (\$10,000.00) for Plaintiffs Steven Stricklen, Steeve Fondrose, Lorenzo Ortega, and Jose Antonio
8 Farias, Jr.

9 u. “Net Settlement Amount” means the Gross Settlement Amount less: (i)
10 Service Awards; (ii) Fee Awards; (iii) Class Counsels’ Costs; (iv) Settlement Administrator Costs;
11 and (v) the payment to the California Labor and Workforce Development Agency (“LWDA”) for
12 its share of PAGA penalties. The Parties acknowledge that all of these amounts are subject to the
13 Court’s approval.

14 v. “Effective Date” means (i) if there is an objection(s) to the settlement that
15 is not subsequently withdrawn, then the date upon the expiration of time for appeal of the Court’s
16 Final Approval Order; or (ii) if there is a timely objection(s) and appeal by an objector(s), then
17 after such appeal(s) is dismissed or the Court’s Final Approval Order is affirmed on appeal; or (iii)
18 if there are no timely objections to the settlement, or if any objections which were filed are
19 withdrawn before the date of final approval, then the first business day after the Court’s order
20 granting Final Approval of the Settlement.

21 w. “Final” shall mean, with respect to a judgment or order, that the judgment
22 or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene
23 has been taken with respect to the judgment or order as of the date on which all times to appeal,
24 move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or
25 petition to intervene or other review proceeding of the judgment or order has been commenced,
26 such appeal, motion or petition to intervene or other review is finally concluded and no longer is
27 subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions
28 for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review
has been finally resolved in such manner that affirms the judgment or order in its entirety.
Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the award of
attorneys’ fees, attorneys’ costs, or any Service Award shall not by itself in any way delay or
preclude the judgment from becoming a final judgment or the Settlement from becoming
“Effective.”

x. “Final Approval” or “Final Approval Order” means the Court’s Final
Approval Order approving the Settlement and entering judgment.

y. “Final Approval Hearing” means the hearing to be held by the Court to
consider the Final Approval of the Settlement.

z. “Notice Deadline” means the date sixty (60) days after the Settlement
Notice is initially mailed to the Settlement Class. Settlement Class Members shall have until the

1 Notice Deadline to object to, or opt out of the Settlement.

2 aa. “Preliminary Approval” or “Preliminary Approval Order” means the
3 Court’s Preliminary Approval Order preliminarily approving the terms and conditions of this
4 Agreement.

5 bb. “Releasees” or “Released Parties” means Defendants and their present and
6 former parent companies, subsidiaries, affiliates, divisions, and joint ventures, and all of their past
7 and present shareholders, officers, directors, employees, agents, servants, owners, members,
8 investors, executors, administrators, general partners, limited partners, real or alleged alter egos,
9 predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers,
10 partners, profit sharing, savings, health and other employee benefit plans of any nature, the
11 successors of such plans and those plans’ respective trustees, administrators, agents, employees,
12 attorneys, fiduciaries, and other persons acting on their behalf, and each of them, and the
13 predecessors and successors, assigns and legal representatives of all such entities and individuals.

14 **RECITALS**

15 3. This lawsuit is an action titled *Soto v. O.C. Communications, Inc., et al*, N.D. Cal.
16 Case No: 3:17-cv-00251-VC (the “Action”) filed against OCC (and not Comcast) on January 18,
17 2017. As set forth below, in or around March 13, 2018, Plaintiffs amended their Complaint and
18 added Comcast as additional defendants to this action. Plaintiffs allege that Defendants violated
19 the Fair Labor Standards Act, and the wage and hour laws of California and Washington by failing
20 to pay Technicians earned wages and failing to provide legally compliant meal and rest periods.
21 On this basis, plaintiffs brought claims against Defendants for unpaid minimum wages and
22 overtime wages, failure to provide meal and rest periods, inaccurate wage statements, failure to
23 maintain pay records, failure to pay final wages, unfair competition, and civil penalties under the
24 PAGA.

25 4. Plaintiffs Desidero Soto and Steven Stricklen initiated the Action on January 18,
26 2017, asserting claims under California state wage and hour laws and under the Fair Labor
27 Standards Act, 29 U.S.C. §§ 201 et seq. (“FLSA”). Dkt 1. On August 18, 2017, Plaintiffs Soto and
28 Stricklen filed their First Amended Complaint to add an additional representative Plaintiff, Steeve
Fondrose, as a party and named plaintiff; add one cause of action for violations of California Labor
Code Section 226.2. Dkt 117.

5. On August 18, 2017, the Court conditionally certified a class of 4,244. Notice was
sent to 4,244 potential collective members, and 1,018 have filed Opt-In Consent Forms to join the
case to date. Dkt 127.

6. On November 6, 2017, Plaintiffs and OCC attended a full day mediation in San
Francisco, California with mediator Michael Dickstein. The parties did not reach a settlement as
a result of this mediation.

7. On March 13, 2018, Plaintiffs Soto, Stricklen, and Fondrose filed their Second
Amended Complaint to add an additional representative Plaintiff, Lorenzo Ortega, as a party and

1 named plaintiff, who asserted Rule 23 claims on behalf of a Washington Class; alleging six causes
2 of action for violations of Washington law based on the same conduct already at issue; and added
3 Comcast Corporation and Comcast Cable Communications Management, LLC as Defendants.
4 Defendants filed Answers on April 6, 2018 and April 26, 2018 denying Plaintiffs' allegations. Dkts
5 245, 249.

6 8. On May 5, 2018, Plaintiffs filed their operative Third Amended Complaint to add
7 Plaintiff Jose Antonio Farias, Jr. as a party and named plaintiff and assert Plaintiffs' PAGA claims
8 against Comcast with Plaintiff Farias as the representative PAGA plaintiff.

9 9. On August 23, 2018, Defendants filed motions to compel arbitration. Dkts 259-261.
10 After supplemental briefing on the issue of waiver, the Court ultimately granted these motions to
11 compel to arbitration the claims of all Named Plaintiffs and over 990 Opt-In Plaintiffs, while
12 denying in part the motions only and without prejudice in regard to PAGA claims and the claims
13 of eight Opt-In plaintiffs who signed a 2004 arbitration agreement. Dkt 272.

14 10. On October 18, 2018, the Parties conducted a full day mediation session in
15 Oakland, California before employment mediator Jeffrey A. Ross. The Parties did not reach a
16 settlement at the mediation, but continued to engage in arms' length negotiations with the
17 assistance of the mediator over the course of the following months. In December 2018, as a result
18 of the mediation and subsequent negotiations, the Parties agreed to settle the Action.

19 11. Class Counsel has made a thorough and independent investigation of the facts and
20 law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Named
21 Plaintiffs have considered: (a) the facts developed during discovery and the Parties' mediation
22 process and the law applicable thereto, including OCC's proffer of complete records of hours and
23 workweeks worked for all putative class members; (b) the attendant risks of continued litigation
24 and the uncertainty of the outcome of the claims alleged against Defendants; and (c) the desirability
25 of consummating this Settlement according to the terms of this Settlement Agreement. Named
26 Plaintiffs have concluded that the terms of this Settlement are fair, reasonable and adequate, and
27 that it is in the best interests of Named Plaintiffs, the Opt-In Plaintiffs and the Settlement Class (as
28 defined above) to settle their claims against Defendants pursuant to the terms set forth herein.

12. Defendants deny the allegations in the Action and deny any and all liability,
including any liability for alleged failure to pay overtime compensation or any alleged wage
payment, wage and hour or similar violation. Comcast further denies that it is the joint employer
of Plaintiffs or other Technicians. This Settlement Agreement shall not be construed as an
admission by Defendants or any of the Releasees (as defined above) of any fault, liability or
wrongdoing, which Defendants expressly deny.

13. The Parties recognize that notice to the Settlement Class of the material terms of
this Settlement, as well as Court approval of this Settlement, are required to effectuate the
Settlement, and that the Settlement will not become operative until the Court grants final approval
of it, Settlement becomes Final and the Settlement Effective Date occurs.

1 14. The Parties stipulate and agree that, for settlement purposes only, the requisites for
2 establishing collective action certification under the FLSA pursuant to 29 U.S.C. § 216(b), and
3 class certification pursuant to FED. R. CIV. P. 23(a) and (b)(3) are met. Should this Settlement not
4 become Final, such stipulation to certification shall become null and void and shall have no bearing
5 on, and shall not be admissible in connection with, the issue of whether or not collective or class
6 certification would be appropriate in a non-settlement context. Defendants deny that class and/or
7 collective action treatment is appropriate in the litigation context or for trial.

8 15. In consideration of the foregoing and other good and valuable consideration, the
9 receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS
10 HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court
11 and the other conditions set forth herein, that Named Plaintiffs', Opt-In Plaintiffs' and the
12 Settlement Class Members' claims as described herein against Defendants shall be settled,
13 compromised and dismissed, on the merits and with prejudice, and that the Settlement Class
14 Members' Released Claims shall be finally and fully compromised, settled and dismissed as to the
15 Defendants and Releasees, in the manner and upon the terms and conditions set forth below.

16 RELEASES

17 16. In exchange for the consideration set forth in this Settlement Agreement, Named
18 Plaintiffs and Settlement Class Members agree to release all claims as set forth herein as
19 applicable.

20 17. **Settlement Members' Released Claims.** Upon Final Approval of the Settlement
21 Agreement, Named Plaintiffs and all Settlement Class Members shall and hereby do release and
22 discharge all Releasees, finally, forever and with prejudice, from any and all claims, obligations,
23 demands, actions, rights, causes of action and liabilities, whether known or unknown, against
24 Releasees that were or could have been asserted in the operative Third Amended Complaint based
25 on the facts alleged concerning the alleged failure to provide meal and rest breaks, failure to
26 compensate for all hours worked, failure to pay minimum, straight time, overtime, and double time
27 wages or any other form of compensation, failure to pay all wages due upon termination, failure
28 to provide timely and compliant itemized wage statements, failure to properly compensate piece-
rate workers for rest and recovery periods and other nonproductive time, failure to maintain
accurate records, failure to reimburse for necessary business expenses, engaging in unfair and
unlawful business practices, statutory and civil penalties that accrued or accrue through December
21, 2018, whether based on California's Wage Orders, the California Labor Code, including, but
not limited to, Sections 201, 202, 203, 204, 221, 223, 226, 226.2, 226.7, 510, 512, 558, 1174,
1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698 *et seq.* ("PAGA"), the
California Business & Professions Code §§ 17200 *et seq.*, the Washington Minimum Wage Act,
the Revised Code of Washington ("RCW"), including, but not limited to, RCW 19.86.090,
49.12.010 49.12.020, 49.12.150, 49.12.170, 49.46.020, 49.46.090, 49.46.130, 49.46.30, 49.48.030,
49.52.050, 49.52.070, the Washington Administrative Code, including, but not limited to, 296-
126-002, 296-126-023, and 296-126-092, the Washington Consumer Protection Act, any other
source of federal law or law in California or Washington, including local laws, other penalties,
related tort, contract, liquidated, and punitive damages claims, claims for interest, attorneys' fees,
litigation and other costs, expenses, restitution, and equitable and declaratory relief. In addition,

1 upon Final Approval, the Named Plaintiffs and Collective Members shall be deemed to have
 2 released their claims under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.*,
 3 including but not limited to, Sections 206, 207, 211, and 216 (“FLSA claims”), against OCC,
 4 Comcast, and Releasees through December 21, 2018. As to other Settlement Class Members, only
 5 those who cash or deposit their Settlement Award check shall become Collective Members and
 6 release their FLSA claims against OCC, Comcast, and Releasees through December 21, 2018.
 7 Release of the Settlement Class Members’ Released Claims may not be used to assert waiver of
 8 FLSA claims or other claims not included in the Settlement Class Members’ Released Claims with
 9 respect to individuals who did not specifically release those FLSA or other claims in this
 10 Agreement.

11 18. **Releases of PAGA Claims.** The release period for PAGA claims runs from
 12 November 14, 2015 through December 21, 2018.

13 19. **Release Language on Settlement Checks.** The Settlement Administrator shall
 14 include the following release language on the back of each Settlement Award check, as appropriate
 15 for (a) Named Plaintiffs and Collective Members and (b) other Settlement Class Members::

16 (a) **For Named Plaintiffs and Collective Members:** “This check is your
 17 settlement payment in connection with the court-approved class action
 18 Settlement in *Soto, et al. v. O.C. Communications, Inc., et al.*, Case No. 3-17-
 19 cv-00251-VC (N.D. Cal.). By you having consented to join the Collective
 20 Action, and the court having approved a Settlement, you have released OCC,
 21 Comcast, and other Releasees of all Settlement Class Members’ Released
 22 Claims as defined in the Settlement Agreement, including claims under the Fair
 23 Labor Standards Act.”

24 (b) **Other Settlement Class Members:** “This check is your settlement payment
 25 in connection with the court-approved class action Settlement in *Soto, et al. v.*
 26 *O.C. Communications, Inc., et al.*, Case No. 3-17-cv-00251-VC (N.D. Cal.).
 27 By not opting out of the Settlement, you have released OCC, Comcast, and
 28 other Releasees of all Settlement Class Members’ Released Claims as defined
 in the Settlement Agreement, except for claims under the Fair Labor Standards
 Act (“FLSA”). By signing or cashing your check, you consent to join the
 Collective Action and affirm your release of FLSA claims against Releasees.”

20. **Named Plaintiffs’ Released Claims.** Named Plaintiffs’ Released Claims means
 any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against
 the Releasees, of whatever kind and nature, character, and description, whether in law or equity,
 whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation,
 common law, or other source of law or contract, whether known or unknown, and whether
 anticipated or unanticipated, including all unknown claims covered by California Civil Code
 section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at
 any time up to and including the date of the execution of this Settlement Agreement, for any type
 of relief, including, without limitation, claims for minimum, straight time, or overtime wages,
 premium pay, business expenses, other damages, penalties (including, but not limited to, waiting

1 time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other
2 costs, expenses, restitution, and equitable and declaratory relief. The Named Plaintiffs' Released
3 Claims include, but are not limited to, the Settlement Class Members' Released Claims, as well as
4 any other claims under any provision of federal, state, or local law, including the FLSA, the
5 California Labor Code, California Wage Orders, the Washington Minimum Wage Act, the Revised
6 Code of Washington, the Washington Administrative Code, and the Washington Consumer
7 Protection Act. Upon Final Approval, Named Plaintiffs shall be deemed to have fully, finally, and
8 forever released Releasees from all Named Plaintiffs' Released Claims through the date of
9 Preliminary Approval. Furthermore, upon Final Approval, Named Plaintiffs shall be deemed to
10 have expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
11 rights, and benefits they may otherwise have had relating to the Named Plaintiffs' Released Claims
12 pursuant to Section 1542 of the California Civil Code, which provides as follows:

13 A general release does not extend to claims that the creditor or releasing party
14 does not know or suspect to exist in his or her favor at the time of executing the
15 release and that, if known by him or her, would have materially affected his or
16 her settlement with the debtor or released party.

17 21. Named Plaintiffs, Opt-In Plaintiffs and Settlement Class Members, to the fullest
18 extent allowed by law, are prohibited from asserting any claims released by them in this
19 Settlement, and from commencing, joining in, prosecuting, or voluntarily assisting in a lawsuit or
20 adversarial proceeding against the Releasees, based on claims released by them in this Settlement.
21 Excluded from this prohibition are any instances where any individual is legally compelled to
22 testify through service of a subpoena or other legal process.

23 **CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION**

24 22. The Parties agree to the following procedures for obtaining Preliminary Approval
25 of the Settlement, certifying the Settlement Class, and notifying the Settlement Class of this
26 Settlement:

27 a. **Request for Class Certification and Preliminary Approval Order.**
28 Named Plaintiffs shall file an Unopposed Motion for Preliminary Approval of Settlement
Agreement, requesting that the Court certify the Settlement Class pursuant to 29 U.S.C. § 216(b)
and FED. R. CIV. P. 23(a) and (b)(3) for the sole purpose of settlement; preliminarily approve the
Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find
that the proposed method of disseminating the Settlement Notice meets the requirements of due
process and is the best notice practicable under the circumstances; set a date for Named Plaintiffs'
motion for Final Approval of the Settlement, and approval of the requested Service Awards, Fee
Award, Class Counsel's Costs, and Settlement Administrator's Costs; and set a date for the Final
Approval Hearing. Class Counsel shall provide Defendants' Counsel a copy of a draft Unopposed
Motion for Preliminary Approval of Settlement Agreement at least five (5) business days in
advance of filing it with the Court.

b. **Notice.** The Settlement Administrator shall be responsible for preparing,
printing and mailing the Settlement Notice to all Settlement Class Members. The Settlement

1 Administrator will also create a website for the Settlement, which will allow Settlement Class
2 Members to view the Class Notice (in generic form), this Class Action Settlement Agreement, and
3 all papers filed by Class Counsel to obtain preliminary and final approval of the Class Action
4 Settlement Agreement. Additionally, the Settlement website will provide contact information for
5 Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class
6 Counsel and Defendants' counsel with a preview of the proposed website. Class Counsel and
7 Defendants' counsel must approve the website before it goes live and also must approve any
8 modifications to the website. The Settlement Administrator shall also create a toll-free call center
9 to field telephone inquiries from Settlement Class Members during the notice and settlement
10 administration periods. The Settlement Administrator will be directed to take the website and call
11 center down after the 180-day check cashing period for Settlement Award Checks.

12 c. Within ten (10) business days after the Court's Preliminary Approval of the
13 Settlement, OCC shall provide to the Settlement Administrator an electronic database containing
14 the names, last known addresses, last known telephone numbers (if any), last known email
15 addresses (if any), social security numbers or tax ID numbers of each Settlement Class Member,
16 along with the total number of workweeks that each Settlement Class Member worked as a
17 Technician for OCC beginning from the longest applicable statute of limitations (inclusive of any
18 earlier tolling periods agreed upon in the Action) for all states in which a Settlement Class Member
19 worked (dating back from January 18, 2014 for California Class Members and from March 13,
20 2015 for Washington Class members, or three years prior to the Opt-In Date for Opt-In Plaintiffs,
21 whichever is earliest) through December 21, 2018. Also, within ten (10) business days after the
22 date of Preliminary Approval, OCC shall provide to Class Counsel a list with the names of
23 Settlement Class Members and the total number of workweeks that each Settlement Class Member
24 worked as provided above. Class Counsel has requested this information for the stated purpose of
25 assisting with the administration of the Settlement, including fielding questions from Settlement
26 Class Members. Class Counsel agrees that they will use this information solely for the purpose of
27 Settlement administration. Class Counsel shall provide the Settlement Administrator with updated
28 addresses or contact information for Opt-In Plaintiffs in their possession.

18 d. In order to provide the best notice practicable, prior to mailing the
19 Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current
20 addresses via public and proprietary systems.

21 e. Within ten (10) business days after receiving the contact information for the
22 Settlement Class Members, the Settlement Administrator shall mail and email (if email addresses
23 are available) the agreed upon and Court approved Settlement Notice to Settlement Class
24 Members. The Settlement Administrator shall provide notice to Class Counsel and Defendants'
25 Counsel that the Settlement Notice has been mailed.

26 f. Any Settlement Notice returned to the Settlement Administrator with a
27 forwarding address shall be re-mailed within three (3) business days following receipt of the
28 returned mail. If any Settlement Notice is returned to the Settlement Administrator without a
forwarding address, the Settlement Administrator shall undertake reasonable efforts to search for
the correct address, and shall promptly re-mail the Settlement Notice to any newly found
addresses. In no circumstance shall such re-mailing extend the Notice Deadline.

1 g. Defendants will not take any adverse action against any current employee
2 on the grounds that he/she is eligible to participate or does participate in the Settlement. Defendants
3 will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.

4 23. **Disputes Regarding Workweeks.** To the extent that any Settlement Class Member
5 disputes the number of workweeks that the Settlement Class Member worked, as shown in his or
6 her Settlement Notice, such Settlement Class Members may produce evidence to the Settlement
7 Administrator establishing the dates they contend to have worked for OCC as a Technician. The
8 deadline for Settlement Class Members to submit disputes pursuant to this paragraph is the Notice
9 Deadline (disputes must be postmarked by the Notice Deadline). Unless the Settlement Class
10 Member presents convincing evidence proving he or she worked more workweeks than shown by
11 OCC records, his/her Settlement Award will be determined based on OCC records. The Settlement
Administrator shall notify counsel for the Parties of any disputes it receives. OCC shall review its
records and provide further information to the Settlement Administrator, as necessary. The
Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for
the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be
resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement
Administrator will notify the disputing Settlement Class Member of the decision.

12 24. **Objections.** The Settlement Notice shall provide that Settlement Class Members
13 who wish to object to the Settlement must, on or before the Notice Deadline, file with the court a
14 written statement objecting to the Settlement. Such objection shall not be valid unless it includes
15 the information specified in the Settlement Notice. The statement must be signed personally by
16 the objector, and must include the objector's name, address, telephone number, email address (if
17 applicable), the factual and legal grounds for the objection, and whether the objector intends to
18 appear at the Final Approval Hearing. The Settlement Notice shall advise Settlement Class
19 Members that objections shall only be considered if the Settlement Class Member has not opted
20 out of the Settlement. No Settlement Class Member shall be entitled to be heard at the Final
21 Approval Hearing (whether individually or through counsel), unless written notice of the
22 Settlement Class Member's intention to appear at the Final Approval Hearing has been filed with
23 the Court and served upon Class Counsel and Defendants' Counsel on or before the Notice
24 Deadline and the Settlement Class Member has not opted out of the Settlement. The postmark date
25 of mailing to Class Counsel and Defendants' Counsel shall be the exclusive means for determining
26 that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark
27 dates will control. Persons who fail to make timely written objections in the manner specified
28 above shall be deemed to have waived any objections and oppositions to the Settlement's fairness,
reasonableness and adequacy, and shall be foreclosed from making any objection (whether by
appeal or otherwise) to the Settlement. However, the requirement that the Settlement Class
Member submit a written objection may be excused by the Court upon a showing of good cause.
None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise
encourage anyone to object to the settlement, or appeal from any order of the Court that is
consistent with the terms of this Settlement.

29 25. **Requests for Exclusion.** The Settlement Notice shall provide that Settlement Class
30 Members, other than Named Plaintiffs, who wish to exclude themselves from the Settlement ("opt
31 out") must mail to the Settlement Administrator a written statement indicating that they do not

1 wish to participate or be bound by the Settlement. The written request for exclusion must contain
2 the Settlement Class Member's full name, address, telephone number, email address (if
3 applicable), and last four digits of their social security number, and must be signed individually by
4 the Class Member. No opt-out request may be made on behalf of a group. Such written statement
5 must be postmarked by the Notice Deadline. None of the Parties, their counsel, nor any person on
6 their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the
7 settlement.

8
9
10 26. **Cure Period.** In the event any request for exclusion is timely submitted but does
11 not contain sufficient information to be valid, the Settlement Administrator shall provide the
12 Settlement Class Member, within seven (7) calendar days, a letter requesting the information that
13 was not provided and giving the Settlement Class Member fourteen (14) days from the mailing of
14 such cure letter to respond. Any invalid submission that is not timely cured will be considered a
15 nullity.

16
17 27. **Final Approval Hearing.** Class Counsel shall provide Defendants' Counsel a copy
18 of a draft Unopposed Motion for Final Approval of Settlement Agreement at least five (5) business
19 days in advance of filing it with the Court. Named Plaintiffs shall request that the Court schedule
20 the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine
21 final approval of the settlement and to enter a Final Approval Order:

22 a. certifying this Action and Settlement Class as an FLSA collective action
23 under 29 U.S.C. § 216(b) and as a class action under FED. R. CIV. P. 23(a) and (b)(3) for purposes
24 of settlement only;

25 b. finding dissemination of the Settlement Notice was accomplished as
26 directed and met the requirements of due process;

27 c. approving the Settlement as final and its terms as a fair, reasonable and
28 adequate;

d. directing that the Settlement funds be distributed in accordance with the
terms of this Settlement Agreement;

e. directing that the Action be dismissed finally, fully, forever and with
prejudice and in full and final discharge of any and all Settlement Class Members' Released
Claims; and

f. retaining continuing jurisdiction over this Action for purposes only of
overseeing all settlement administration matters.

1 **SETTLEMENT FUNDS AND AWARD CALCULATION**

2 28. **Gross Settlement Amount.**

3 a. **Funding of Settlement.** Within ten (10) business days after the Effective
4 Date, OCC shall pay the Gross Settlement Amount into the Qualified Settlement Fund. The Gross
5 Settlement Fund is fully non-reversionary.

6 b. **Disbursement by Settlement Administrator.** All disbursements shall be
7 made from the Qualified Settlement Fund. The Settlement Administrator shall be the only entity
8 authorized to make withdrawals or payments from the Qualified Settlement Fund.

9 29. **Payments.** Subject to the Court's Final Approval Order, the following amounts
10 shall be paid by the Settlement Administrator from the Gross Settlement Amount:

11 a. **Service Awards to Named Plaintiffs.** Subject to the Court's approval,
12 Plaintiff Desidero Soto shall receive Fifteen Thousand Dollars (\$15,000.00) and Named Plaintiffs
13 Steven Stricklen, Steeve Fondrose, Lorenzo Ortega, and Jose Antonio Farias, Jr. shall each receive
14 Ten Thousand Dollars (\$10,000.00) for their efforts in bringing and prosecuting this matter. The
15 Qualified Settlement Fund shall issue an IRS Form 1099 for these payments. These payments shall
16 be made within (30) days after the Effective Date or as soon as reasonably practicable. If the Court
17 approves Service Awards in amounts less than what Named Plaintiffs request, the reduction in the
18 Service Award(s) shall not be a basis for nullification of this Settlement. Nor shall a reduction in
19 the Service Award(s) in any way delay or preclude the judgment from becoming a final judgment
20 or the Settlement from becoming Effective.

21 b. **Fee Awards and Costs.**

22 (i) Subject to the Court's approval, Class Counsel shall receive a Fee
23 Award in an amount up to thirty-three and one-third percent (33.33%) of the Gross Settlement
24 Amount, which will compensate Class Counsel for all work performed in the Action as of the date
25 of this Settlement Agreement as well as all of the work remaining to be performed, including but
26 not limited to documenting the Settlement, securing Court approval of the Settlement, making sure
27 that the Settlement is fairly administered and implemented, and obtaining final dismissal of the
28 Action. In addition, Class Counsel shall, subject to Court approval, receive reimbursement of Class
Counsel's Costs, to be approved by the Court. These payments of attorneys' fees and costs shall
be made within thirty (30) days after the Effective Date or as soon as reasonably practicable.

(ii) The approved Fee Award and Class Counsel's Costs, even if less
than what Class Counsel request, shall constitute full satisfaction of Defendants' obligations to
pay amounts to any person, attorney or law firm for attorneys' fees or costs in this Action on behalf
of Named Plaintiffs, Opt-In Plaintiffs and/or any other Settlement Class Member, and shall relieve
Defendants from any other claims or liability to any other attorney or law firm for any attorneys'
fees or costs to which any of them may claim to be entitled on behalf of Named Plaintiffs, Opt-In
Plaintiffs or any other Settlement Class Member. If the Court approves a Fee Award and/or Class
Counsel's Costs in amounts less than what Class Counsel request, the reduction in the Fee Award

1 and/or Class Counsels' Costs shall not be a basis for nullification of this Settlement. Nor shall a
 2 reduction in the Fee Award and/or Class Counsels' Costs in any way delay or preclude the
 judgment from becoming a final judgment or the Settlement from becoming Effective.

3 (iii) An IRS Form 1099 shall be provided to Class Counsel for the
 4 payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any
 and all applicable taxes on the payment made to them.

5 (iv) Upon funding of the Gross Settlement Amount, and prior to any
 6 payment of the Fee Award to Class Counsel, the Settlement Administrator will deposit a ten (10)
 7 percent holdback of the Fee Award into a separate interest-bearing account. The Settlement
 Administrator will release the ten (10) percent holdback of the Fee Award to Class Counsel as
 8 soon as practicable following completion of the distribution process and filing of the Post-
 Distribution Accounting with the Court.

9 c. **Labor and Workforce Development Agency Payment.** Subject to Court
 10 approval, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000) from
 the Gross Settlement Amount will be paid in settlement of all individual and representative claims
 11 brought in the Action by or on behalf of Plaintiffs and Class Members and aggrieved parties under
 the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., "PAGA").
 Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000), of
 12 this sum will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-
 Five Percent (25%), or Twenty-Five Thousand Dollars (\$25,000), will remain in the Net
 Settlement Amount. The payment to the LWDA should be made within thirty (30) days after the
 13 Effective Date or as soon as reasonably practicable.

14 d. **Settlement Administration Costs.** Settlement Administration costs shall
 15 be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement
 administration process and to make all reasonable efforts to control and minimize the costs
 16 incurred in the administration of the Settlement.

17 e. **Settlement Awards to Eligible Class Members.** Settlement Awards shall
 18 be made to Settlement Class Members as set forth below.

19 30. **No Claim Based Upon Distributions or Payments in Accordance with this**
 20 **Settlement Agreement.** No person shall have any claim against Defendants, Class Counsel, or
 21 Defendants' Counsel based on distributions or payments made in accordance with this Settlement
 Agreement.

22 **CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS**

23 31. **Settlement Award Eligibility.** All Settlement Class Members shall be paid a
 24 Settlement Award from the Net Settlement Amount.

25 32. Any California or Washington Class Member who fails to submit a timely request
 26 to exclude themselves from the Settlement by following the procedure set forth in the Settlement
 27

1 Notice shall automatically be deemed a Settlement Class Member whose rights and claims with
2 respect to the issues raised in the Action are determined by any order the Court enters granting
3 final approval, and any judgment the Court ultimately enters in the Action. Any such Settlement
4 Class Member's rights to pursue any Released Claims (as defined in this Settlement Agreement)
will be extinguished. Similarly, any Collective Member's rights to pursue any Released Claims
(as defined in this Settlement Agreement) will be extinguished.

5 33. The Settlement Administrator shall be responsible for determining the amount of
6 the Settlement Award to be paid to each Settlement Class Member based on the following formula:

7 a. Settlement Class Members shall receive a *pro rata* portion of the Net
8 Settlement Amount as follows;

9 i. For each week during which the Settlement Class Member worked
10 for OCC at any time from January 18, 2013 for California Class Members and from March 13,
11 2015 for Washington Class members, or three years prior to the Opt-In Date for Opt-In Plaintiffs,
12 through December 21, 2018, he or she shall be eligible to receive a *pro rata* portion of the Net
13 Settlement Amount based on the number of workweeks the Settlement Class Member worked.
14 Each workweek will be equal to one (1) settlement share. To reflect the increased value of state
15 law claims, workweeks during which work was performed in California or Washington will be
16 equal to three (3) settlement shares.

17 ii. The total number of settlement shares for all Settlement Class
18 Members will be added together and the resulting sum will be divided into the Net Settlement
19 Amount to reach a per share dollar figure. That figure will then be multiplied by each Settlement
20 Class Member's number of settlement shares to determine the Settlement Class Member's
21 Settlement Award.

22 34. In addition to other information contained on the Settlement Notice, the Settlement
23 Notice shall state the estimated minimum payment the class member is expected to receive
24 assuming full participation of all Settlement Class Members.

25 35. All Settlement Award determinations shall be based on OCC's timekeeping,
26 payroll, and/or HRIS records. If the Parties determine, based upon further review of available data,
27 that a person previously identified as being a Settlement Class Member is not a Settlement Class
28 Member, or an individual who was not previously identified as a Settlement Class Member is in
fact a Settlement Class Member but was not so included, the Settlement Administrator shall
promptly make such addition or deletion as appropriate.

36. Fifty percent (50%) of each Settlement Award to Settlement Class Members shall
be treated as back wages, and accordingly, on each Settlement Award, the Settlement
Administrator shall effectuate federal and applicable state income and employment tax
withholding as required by law with respect to 50% of each Settlement Award distributed, and
OCC shall pay the employer's share of all required FICA and FUTA taxes on such amounts. The
Settlement Administrator shall calculate the employer share of taxes and provide OCC with the
total employer tax contributions within five days after the final Settlement Award calculations are

1 approved. OCC shall deposit the calculated employer tax contributions into the Qualified
2 Settlement Fund within seven days after the Settlement Administrator provides OCC with the
3 amount of the total employer tax contributions due. Amounts withheld will be remitted by the
4 Settlement Administrator from the Qualified Settlement Fund to the appropriate governmental
5 authorities. The remaining 50% of each Settlement Award shall be treated as non-wage penalties
6 and liquidated damages, to be reported on an IRS Form 1099, and shall not be subject to FICA and
7 FUTA withholding taxes. OCC shall cooperate with the Settlement Administrator to provide
8 payroll tax information as necessary to accomplish the income and employment tax withholding
9 on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage
10 portion of each Settlement Award.

11 37. Class Counsel and Defendants' Counsel do not intend this Settlement Agreement
12 to constitute legal advice relating to the tax liability of any Settlement Class Member. To the extent
13 that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute
14 advice regarding any federal, state or local tax issue, such advice is not intended or written to be
15 used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

16 38. The Settlement Administrator shall provide Class Counsel and Defendants'
17 Counsel with a final report of all Settlement Awards, at least ten (10) business days before the
18 Settlement Awards to Settlement Class Members are mailed.

19 39. The Settlement Administrator shall mail all Settlement Awards to Settlement Class
20 Members within thirty (30) days after the Effective Date or as soon as reasonably practicable. The
21 Settlement Administrator shall then provide written certification of mailing to Class Counsel and
22 Defendants' Counsel.

23 40. All Settlement Award checks shall remain valid and negotiable for one hundred
24 eighty (180) days from the date of their issuance and may thereafter automatically be canceled if
25 not cashed within that time, at which time the right to recover any Settlement Award will be
26 deemed void and of no further force and effect. With ninety (90) days remaining, a reminder letter
27 will be sent via U.S. mail and email to those who have not yet cashed their settlement check, and
28 during the last sixty (60) days of the check cashing period, a call will be placed to those that have
still not cashed their check to remind them to do so. At the conclusion of the 180 day check cashing
deadline, any Settlement Class Members who have not cashed their Settlement Award checks shall
nevertheless be deemed to have finally and forever released the Named Plaintiffs' Released Claims
or Settlement Class Members' Released Claims, as applicable, except that the Settlement Class
Member – unless they are a Named Plaintiff and/or Collective Member – shall not release any
FLSA claims against Defendants.

41. **Remaining Monies.** If at the conclusion of the 180-day check void period set forth
above, there are any monies remaining, those monies shall be distributed as follows:

a. If the total residual amount is less than \$75,000, then the amount will revert
to *cy pres*. The *cy pres* recipient shall be proposed by the parties and approved by the Court. The
Parties propose University of California Berkeley's Institute for Research on Labor and
Employment which promotes better understanding of the conditions, policies, and institutions that

1 affect the well-being of workers and their families and communities. The Settlement Administrator
2 shall distribute any *cy pres* payment.

3 b. If the total residual amount is \$75,000 or greater, a second distribution will
4 occur to those Settlement Class Members who cashed their Settlement Award check. The second
5 distribution will occur on a *pro rata* basis as provided for in Paragraph 33. In the event of a
6 redistribution of uncashed check funds to Settlement Class Members who cashed their Settlement
7 Award, the additional settlement administration costs related to the redistribution will be
8 deducted from the total amount of uncashed checks prior to the redistribution.

9 c. If a check to a Settlement Class Member is returned to the Settlement
10 Administrator as undeliverable during the second distribution, the Settlement Administrator shall
11 promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another
12 address is identified, shall mail the check to the newly identified address. If none is found, then
13 said check shall revert to the *cy pres* recipient.

14 d. Within 21 days after the distribution of any remaining monies to Settlement
15 Class Members who cashed their Settlement Award check or to the *cy pres* recipient, Plaintiffs
16 will file a Post-Distribution Accounting. The Post-Distribution Accounting will set forth the total
17 settlement fund, the total number of Settlement Class Members, the total number of Settlement
18 Class Members to whom notice was sent and not returned as undeliverable, the number and
19 percentage of opt-outs, the number and percentage of objections, the average and median recovery
20 per claimant, the largest and smallest amounts paid to class members, the method(s) of notice and
21 the method(s) of payment to class members, the number and value of checks not cashed, the
22 amounts distributed to the *cy pres* recipient (if applicable), the administrative costs, the attorneys'
23 fees and costs, the attorneys' fees in terms of percentage of the settlement fund, and the multiplier,
24 if any.

25 MISCELLANEOUS

26 42. **Submissions to the LWDA.** At the same time as they submit this Class Action
27 Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy
28 of this Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten
(10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval
Order and Judgment entered by the Court to the LWDA, as required by California Labor Code §
2699(l)(3).

43. **No Admission of Liability.** This Settlement Agreement and all related documents
are not and shall not be construed as an admission by Defendants or any of the Releasees of any
fault or liability or wrongdoing.

44. **Public Comment.** The Parties and their Counsel agree that they will not issue a
press release or hold any press conferences or initiate contact with a member of the press, including
on social media, about this case and/or the fact, amount or terms of the Settlement. If the Parties
are contacted by the press about the Settlement, they will respond only that the case has been
resolved. Nothing in this paragraph shall prevent Class Counsel from communicating with the

1 Settlement Class Members, the LWDA, the DLSE, or the court in which the Action is pending, as
2 may be required to carry out the terms of this Settlement and/or fulfill their ethical responsibilities
under the Settlement and to their respective clients.

3 45. **Defendants' Legal Fees.** Defendants' legal fees and expenses in this Action shall
4 be borne by Defendants.

5 46. **Nullification of the Settlement Agreement.** In the event: (a) the Court does not
6 preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not
7 become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to
8 engage in follow up negotiations with the intent of resolving the Court's concerns that precluded
9 approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the
10 Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement,
then either Party may void this Agreement; at that point, the Parties agree that each shall return to
their respective positions on the day before this Agreement and that this Agreement shall not be
used in evidence or argument in any other aspect of their litigation.

11 47. **Defendants' Option to Void Settlement.** If more than ten percent (10%) of the
12 total number of Settlement Class Members submit timely and valid Requests for Exclusion / Opt-
13 Out Requests, then Defendants shall have the option to void the Settlement in their sole discretion.
To exercise this option, Defendants must jointly send written notification to Class Counsel within
14 fourteen (14) days of receiving a report from the Settlement Administrator informing Defendants'
15 Counsel that the total number of timely and valid Requests for Exclusion / Opt-Out Requests is
16 more than ten percent (10%). If Defendants choose to exercise this option, the effect will be
precisely the same as if Final Judgment did not occur, as discussed herein, and all Settlement
Administrator Costs incurred by the Settlement Administrator through that date will be paid by
Defendants.

17 48. **Reduced Service Awards, Fee Award, or Class Counsels' Costs Not a Basis for**
18 **Voiding Settlement.** If the Court approves Service Awards, a Fee Award, and/or Class Counsels'
19 Costs in amounts less than what Named Plaintiffs and/or Class Counsel request, the Parties agree
20 that the reduction in the Service Award(s), Fee Award, and/or Class Counsels' Costs will not be a
21 basis for nullification of this Settlement. Nor will a reduction in the Service Awards, Fee Award,
22 or Class Counsels' Cost in any way delay or preclude the judgment from becoming a final
23 judgment or the Settlement from becoming Effective.

24 49. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this
25 Action, or enforcing its terms (including that claims were settled and released), resolving an
26 alleged breach, or for resolution of other tax or legal issues arising from a payment under this
27 Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement,
28 proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be
construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any
purpose adverse to the Parties, including, without limitation, evidence of a presumption,
concession, indication or admission by any of the Parties of any liability, fault, wrongdoing,
omission, concession or damage.

1 50. **Computation of Time.** For purposes of this Agreement, if the prescribed time
2 period in which to complete any required or permitted action expires on a Saturday, Sunday, or
3 legal holiday (as defined by FED. R. CIV. P. 6(a)(6)), such time period shall be continued to the
4 following business day. The term “days” shall mean calendar days unless otherwise noted.

5 51. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings
6 in the Action, except such proceedings necessary to implement and complete the Settlement.
7 Further, without further order of the Court, the Parties hereto may agree in writing to reasonable
8 extensions of time to carry out any of the provisions of the Settlement.

9 52. **Amendment or Modification.** This Agreement may be amended or modified only
10 by a written instrument signed by counsel for all Parties or their successors in interest. This
11 Agreement may not be discharged except by performance in accordance with its terms or by a
12 writing signed by the Parties hereto.

13 53. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire
14 Agreement among the Parties, and no oral or written representations, warranties or inducements
15 have been made to any Party concerning this Agreement other than the representations, warranties,
16 and covenants contained and memorialized in such documents. All prior or contemporaneous
17 negotiations, memoranda, agreements, understandings, and representations, whether written or
18 oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties
19 acknowledges that they have not relied on any promise, representation or warranty, express or
20 implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

21 54. **Authorization to Enter Into Settlement Agreement.** The Parties warrant and
22 represent that they are authorized to enter into this Agreement and to take all appropriate action
23 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms,
24 and to execute any other documents required to effectuate the terms of this Agreement. The Parties
25 and their counsel shall cooperate with each other and use their best efforts to effect the
26 implementation of the Agreement. In the event that the Parties are unable to reach resolution on
27 the form or content of any document needed to implement this Agreement, or on any supplemental
28 provisions or actions that may become necessary to effectuate the terms of this Agreement, the
Parties shall seek the assistance of the mediator, Jeffrey A. Ross, to resolve such disagreement.

 55. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and
inure to the benefit of Named Plaintiffs, Defendants, Opt-In Plaintiffs, the Settlement Class
Members and their heirs, beneficiaries, executors, administrators, successors, transferees,
successors, assigns, or any corporation or any entity with which any party may merge, consolidate
or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or
indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any
person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
released and discharged except as set forth herein.

 56. **Counterparts.** This Agreement may be executed in one or more counterparts,
including by facsimile or email. All executed counterparts and each of them shall be deemed to be
one and the same instrument. All executed copies of this Agreement, and photocopies thereof

(including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

57. **No Signature Required by Eligible Class Members.** Only the Named Plaintiffs will be required to execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settling Class Member.

58. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

59. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

60. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFFS:

DocuSigned by: [Signature] Date: Feb 26, 2019
A200E004CFAF40B...
Desidero Soto

DocuSigned by: [Signature] Date: Feb. 26, 2019
CBB676C4E0D34CA...
Steven Stricklen

DocuSigned by: [Signature] Date: Feb. 26, 2019
F5E00E08A0B0452...
Steeve Fondrose

DocuSigned by: [Signature] Date: Feb 26, 2019
751864D99C76498...
Lorenzo Ortega

DocuSigned by: [Signature] Date: Feb 26, 2019
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Jose Antonio Farias, Jr.

DocuSign Envelope ID: 64632250-653F-4C11-BCC8-F71D05836C92

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APPROVED AS TO FORM BY CLASS COUNSEL:



Date: 2/26, 2019

Carolyn Hunt Cottrell (sic)
David C. Leimbach
Scott L. Gordon
SCHNEIDER WALLACE
COTTRELL KONECKY
WOTKYNS LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608



Date: 2/26, 2019

Sharon J. Carson
Sarah R. Schalman-Bergen
Neil K. Makhija
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

DEFENDANT:

Date: _____, 2019

On behalf of O.C. Communications, Inc.

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:


Date: _____, 2019

Barbara A. Blackburn
Jeffrey J. Mann
LITTLER MENDELSON, P.C.
500 Capitol Mall
Suite 2000
Sacramento, California 95814

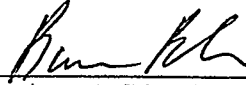
1
2 APPROVED AS TO FORM BY CLASS COUNSEL:

3
4 _____ Date: _____, 2019
5 Carolyn Hunt Cottrell
6 David C. Leimbach
7 Scott L. Gordon
8 SCHNEIDER WALLACE
9 COTTRELL KONECKY
10 WOTKYNS LLP
11 2000 Powell Street, Suite 1400
12 Emeryville, California 94608

13 _____ Date: _____, 2019
14 Shanon J. Carson
15 Sarah R. Schalman-Bergen
16 Neil K. Makhija
17 BERGER MONTAGUE PC
18 1818 Market Street, Suite 3600
19 Philadelphia, PA 19103

20
21 DEFENDANT:  _____ Date: 2/28, 2019
22 On behalf of O.C. Communications, Inc.

23 APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

24  _____ Date: 3/01, 2019
25 Barbara A. Blackburn
26 Jeffrey J. Mann
27 LITTLER MENDELSON, P.C.
28 500 Capitol Mall
Suite 2000
Sacramento, California 95814

1 **DEFENDANT:**



Date: 2/26, 2019

2 On behalf of Comcast
3 Cable Communications Management, LLC

4 **APPROVED AS TO FORM BY COMCAST'S COUNSEL:**

5
6 _____ Date: _____, 2019

7 Daryl S. Landy
8 MORGAN, LEWIS & BOCKIUS LLP.
9 600 Anton Boulevard, Suite 1800
10 Costa Mesa, CA 92626

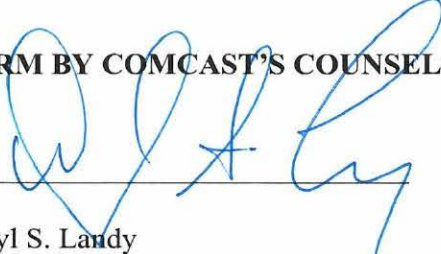
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1 **DEFENDANT:**

Date: _____, 2019

2 On behalf of Comcast
3 Cable Communications Management, LLC

4 **APPROVED AS TO FORM BY COMCAST'S COUNSEL:**

5 

6 Date: 2-26, 2019

7 Daryl S. Landy
8 MORGAN, LEWIS & BOCKIUS LLP.
9 600 Anton Boulevard, Suite 1800
10 Costa Mesa, CA 92626

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EXHIBIT A

Soto, et al. v. O.C. Communications, et al. Case No. 3:17-cv-00251-VC (N. D. Cal.)

NOTICE OF SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY.

You received this Notice of Settlement (“Notice”) either because you 1) previously completed an Opt-In Consent Form to join this case; or 2) you did not previously join this case but the records of O.C. Communications, Inc. (“Defendant” or “OCC”) show you performed work as a Technician for OCC sometime between January 18, 2013 and December 20, 2018. Because you fit this definition, **you may be entitled to receive money from a Settlement¹ in this case, as described below.**

1. Why Should You Read This Notice?

This Notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt out”) of the Settlement, or object to the Settlement. The United States District Court for the Northern District of California has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on [REDACTED], 2019 at [REDACTED], before the Honorable District Judge Vince Chhabria at the San Francisco Courthouse, Courtroom 4-17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102.

2. What Is This Case About?

This lawsuit alleges that individuals who OCC employed as non-exempt employees and provided services, including, but not limited to, services such as installing cable, television, security, and phone systems, in commercial and residential settings, often for Comcast customers, between January 18, 2013 and December 21, 2018 were not provided meal and rest breaks, were not compensated for all hours worked, were not paid minimum, straight time, overtime, or double time wages, were not paid all wages due upon termination, were not provided timely and compliant itemized wage statements, were not properly compensated for rest and recovery periods and other nonproductive time as piece-rate workers, and were not reimbursed for necessary business expenses. This lawsuit further alleges that Defendants Comcast Corporation and Comcast Cable Communications Management, LLC (“Comcast”) jointly employed OCC technicians. This lawsuit seeks recovery of unpaid wages, statutory damages, civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), restitution, interest, attorneys’ fees and costs. The claims in this lawsuit are brought under federal, California, and Washington law.

Defendants contend that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that the wage and hour policies and practices at issue, including those regarding payment for time worked, overtime pay, meal breaks, rest breaks, and expense reimbursement, are lawful and have been lawful throughout the relevant time period. Comcast also denies the allegation that it jointly

¹ The capitalized terms in this Notice of Settlement have defined meanings that are set out in detail in the Settlement Agreement. To review a copy of the Settlement Agreement, please visit the Settlement website at [INSERT URL].

employed OCC technicians. Defendants also contend that Plaintiffs' claims do not meet the requirements for class certification.

This Settlement is the result of good faith, arm's length negotiations between Plaintiffs and Defendants, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members. This Settlement is a compromise and is not an admission of liability on the part of Defendants.

The Settlement Administrator has created a Settlement website, which can be accessed at [INSERT URL]. The Settlement website allows Class Members to view the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and this Notice of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

3. What Are the Terms of the Settlement?

OCC has agreed to pay Seven Million Five Hundred Thousand Dollars (\$7,500,000) to settle this lawsuit ("Gross Settlement Amount"). Deductions from this amount will be made for attorneys' fees and costs for Class Counsel (see below), settlement administration costs (up to \$____), and service awards in the amount not to exceed Fifty-Five Thousand Dollars (\$55,000) in total to Named Plaintiffs Desidero Soto, Steven Stricklen, Steeve Fondrose, Lorenzo Ortega, and Jose Antonio Farias, Jr. for their service to the Settlement Class. After deductions of these amounts, what remains of the Gross Settlement Amount (the "Net Settlement Amount") will be available to pay monetary Settlement Awards to (i) Named Plaintiffs; (ii) Opt-In Plaintiffs, and (iii) all Settlement Class Members who do not opt out of the Settlement Class (collectively, "Settlement Class Members").

Named Plaintiffs, individuals who filed an Opt-In Consent Form to join the case before December 31, 2018, and all individuals who worked for OCC as Technicians between January 19, 2014 and December 21, 2018 in the state of Washington, or between January 18, 2013 and December 21, 2018 in the State of California and between March 13, 2015, and December 21, 2018 in the State of Washington will be eligible to receive a monetary award from the Net Settlement Amount.

4. How Much Can I Expect to Receive?

All Settlement Class Members will receive a *pro rata* share of the Net Settlement Amount based on the total number of workweeks that the Settlement Class Member worked for OCC during the relevant period. Settlement Class Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:

1. For each week during which the Settlement Class Member worked for OCC at any time from January 18, 2013 for California Class Members and from March 13, 2015 for Washington Class members, or three years prior to the Opt-In Date for Opt-In Plaintiffs, whichever is earliest, through December 21, 2018, he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Settlement Class Member worked. Each workweek will be equal to one (1) settlement share. To reflect the increased value of state law

claims, workweeks during which work was performed in California or Washington will be equal to three (3) settlement shares.

2. The total number of settlement shares for all Settlement Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Settlement Class Member's number of settlement shares to determine the Settlement Class Member's Settlement Award.

All Settlement Award determinations will be based on OCC's timekeeping, payroll, and/or HRIS records for Settlement Class members. According to records maintained by OCC, your total estimated settlement payment will be at least \$[REDACTED]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth above. You worked [REDACTED] workweeks for OCC during the relevant period, as shown by company records.

If you dispute the number of workweeks as shown on this Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for OCC as a Technician. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more workweeks than shown by OCC records, your Settlement Award will be determined based on OCC records. Any disputes must be postmarked by [INSERT DATE], and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. The Settlement Administrator will notify you of the decision on the dispute.

For tax reporting purposes, Settlement Awards to Settlement Class Members will be allocated fifty percent (50%) as wages and fifty percent (50%) as interest, statutory damages, and penalties. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 180 days to cash the check that will be sent to you. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be paid to the Parties' agreed upon *cy pres* recipient, University of California Berkeley's Institute for Research on Labor and Employment, subject to the Court's approval in the Final Approval Order, if the total residual amount is less than \$75,000. If the total residual amount is \$75,000 or greater, a second distribution will occur to those Settlement Class Members who cashed their check on a *pro rata* basis.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

5. What Are The Releases?

Upon Final Approval of the Settlement Agreement, Named Plaintiffs and all Settlement Class Members shall and hereby do release and discharge all Releasees, finally, forever and with

prejudice, from any and all claims, obligations, demands, actions, rights, causes of action and liabilities, whether known or unknown, against Releasees that were or could have been asserted in the operative Third Amended Complaint based on the facts alleged concerning the alleged failure to provide meal and rest breaks, failure to compensate for all hours worked, failure to pay minimum, straight time, overtime, and double time wages or any other form of compensation, failure to pay all wages due upon termination, failure to provide timely and compliant itemized wage statements, failure to properly compensate piece-rate workers for rest and recovery periods and other nonproductive time, failure to maintain accurate records, failure to reimburse for necessary business expenses, engaging in unfair and unlawful business practices, statutory and civil penalties that accrued or accrue through December 21, 2018, whether based on California's Wage Orders, the California Labor Code, including, but not limited to, Sections 201, 202, 203, 204, 221, 223, 226, 226.2, 226.7, 510, 512, 558, 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698 *et seq.* ("PAGA"), the California Business & Professions Code §§ 17200 *et seq.*, the Washington Minimum Wage Act, the Revised Code of Washington ("RCW"), including, but not limited to, RCW 19.86.090, 49.12.010 49.12.020, 49.12.150, 49.12.170, 49.46.020, 49.46.090, 49.46.130, 49.46.30, 49.48.030, 49.52.050, 49.52.070, the Washington Administrative Code, including, but not limited to, 296-126-002, 296-126-023, and 296-126-092, the Washington Consumer Protection Act, any other source of federal law or law in California or Washington, including local laws, other penalties, related tort, contract, liquidated, and punitive damages claims, claims for interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. In addition, upon Final Approval, the Named Plaintiffs and Collective Members shall be deemed to have released their claims under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et seq.*, including but not limited to, Sections 206, 207, 211, and 216 ("FLSA claims"), against OCC, Comcast, and Releasees through December 21, 2018. As to other Settlement Class Members, only those who cash or deposit their Settlement Award check shall become Collective Members and release their FLSA claims against OCC, Comcast, and Releasees. Release of the Settlement Class Members' Released Claims may not be used to assert waiver of FLSA claims or other claims not included in the Settlement Class Members' Released Claims with respect to individuals who did not specifically release those FLSA or other claims in this Agreement. The release period for PAGA claims runs from November 14, 2015 through December 21, 2018.

6. What Are My Rights?

- **Do Nothing:** If you are a Settlement Class Member and do not timely and validly opt-out, you will automatically become a part of the Settlement Class and receive your prorated Settlement Award, and will be bound by the Settlement including its release provisions.
- **Opt-Out:** If you are a member of the Settlement Class and do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement ("opt-out"), postmarked by [INSERT]. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), last four digits of your social security number, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. **Any person who requests exclusion (opts out) of the settlement will not be entitled to any**

Settlement Award and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon.

- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Settlement. The statement must state the factual and legal grounds for your objection to the settlement. Your objection must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. Any objection must be filed with the United States District Court for the Northern District of California, with a copy mailed to:

Carolyn Cottrell
**SCHNEIDER WALLACE
COTTRELL KONECKY
WOTKINS LLP**
2000 Powell Street, Suite 1400
Emeryville, CA 94608

Sarah Schalman-Bergen
BERGER MONTAGUE PC
1818 Market Street
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Class Counsel

Barbara Blackburn
LITTLER MENDELSON, PC
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Suite 2000
Sacramento, CA 95814

Counsel for Defendant OCC

Daryl Landy
**MORGAN, LEWIS & BOCKIUS
LLP**
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 9262

Counsel for Defendant Comcast

If you file a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendants' counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not opt out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Defendants' counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. The failure to submit a written objection as a prerequisite to appearing in court to object to the settlement may be excused upon a showing of good cause.

7. Can Defendants Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with OCC or future work or employment with OCC or Comcast. It is unlawful for OCC or Comcast to take any adverse action against you as a result of your

participation in this Lawsuit. In fact, OCC and Comcast encourage you to participate in this Settlement.

8. Who Are the Attorneys Representing Plaintiffs and the Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys acting as Class Counsel:

Carolyn Cottrell
David C. Leimbach
Scott L. Gordon
**SCHNEIDER WALLACE COTTRELL
KONECKY WOTKINS LLP**
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Emeryville, CA 94608
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Shanon J. Carson
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Philadelphia, Philadelphia 19103
Telephone: (215) 875-3033
Facsimile: (215) 875-4604
Email: OCC@bm.net

9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$7,500,000. You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (\$2,500,000) plus their out-of-pocket costs, which are presently \$180,000. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Class Counsel.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement and other documents for this case at the Settlement website, which can be accessed at [INSERT URL]. The Settlement Agreement contains the complete terms of the proposed

Settlement, and is also available through Class Counsel and publicly accessible and on file with the Court.

PLEASE DO NOT CONTACT THE COURT, OCC, OR COMCAST FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.