

# 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**

1 **CLASS ACTION SETTLEMENT AGREEMENT**

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.  
6 Communications, Inc. (“OCC”) and Comcast Cable Communications Management, LLC  
7 (“Comcast”).

8 **DEFINITIONS**

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

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

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

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

17 d. The “California Class” or “Members of the California Class” means all  
18 Technicians who are or were employed by OCC in the State of California at any time from January  
19 18, 2013 through December 21, 2018, and who do not validly exclude themselves from this  
20 settlement.

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

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

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

i. Members of the California Class;

ii. Members of the Washington Class;

iii. Collective Members; and

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 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:

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

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

### **CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION**

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

a. **Request for Class Certification and Preliminary Approval Order.** 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.

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

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

24 f. Any Settlement Notice returned to the Settlement Administrator with a  
25 forwarding address shall be re-mailed within three (3) business days following receipt of the  
26 returned mail. If any Settlement Notice is returned to the Settlement Administrator without a  
27 forwarding address, the Settlement Administrator shall undertake reasonable efforts to search for  
28 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.

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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 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  
3 judgment from becoming a final judgment or the Settlement from becoming Effective.

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

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

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

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

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

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

### **CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS**

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

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

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(I)(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(I)(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.



(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.

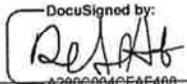
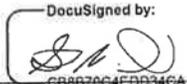
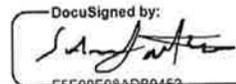
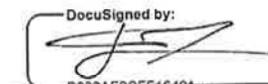
58. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and 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:

	Date: Feb 26, 2019
Desidero Soto	
	Date: Feb. 26, 2019
Steven Stricklen	
	Date: Feb. 26, 2019
Steeve Fondrose	
	Date: Feb 26, 2019
Lorenzo Ortega	
	Date: Feb 26, 2019
Jose Antonio Farias, Jr.	

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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

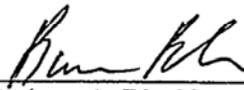
1  
2 APPROVED AS TO FORM BY CLASS COUNSEL:

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

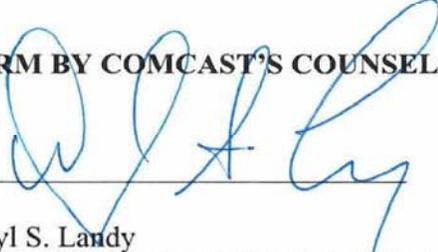
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1 **DEFENDANT:**

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 Settlement<sup>1</sup> 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 4-17<sup>th</sup> 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

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<sup>1</sup> 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  
Suite 3600  
Philadelphia, Pennsylvania 19103

*Class Counsel*

Barbara Blackburn  
**LITTLER MENDELSON, PC**  
500 Capitol Mall  
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**  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
Telephone: (415) 421-7100  
Facsimile: (415) 421-7105

Shanon J. Carson  
Sarah R. Schalman-Bergen  
Neil K. Makhija  
**BERGER MONTAGUE PC**  
1818 Market St., Suite 3600  
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.**

1 Carolyn Hunt Cottrell (SBN 166977)  
2 David C. Leimbach (SBN 265409)  
3 Scott L. Gordon (SBN 319872)  
4 SCHNEIDER WALLACE  
5 COTTRELL KONECKY  
6 WOTKYNS LLP  
7 2000 Powell Street, Suite 1400  
8 Emeryville, California 94608  
9 Telephone: (415) 421-7100  
10 Facsimile: (415) 421-7105  
11 ccottrell@schneiderwallace.com  
12 dleimbach@schneiderwallace.com  
13 sgordon@schneiderwallace.com

14 Shanon J. Carson (*pro hac vice*)  
15 Sarah R. Schalman-Bergen (*pro hac vice*)  
16 Neil K. Makhija (*pro hac vice*)  
17 BERGER MONTAGUE PC  
18 1818 Market Street, Suite 3600  
19 Philadelphia, Pennsylvania 19103  
20 Tel: (215) 875-3000  
21 Fax: (215) 875-4604  
22 scarson@bm.net  
23 sschalmanbergen@bm.net  
24 nmakhija@bm.net

25 Attorneys for Plaintiffs, the Collective and  
26 Putative Classes

Barbara A. Blackburn (SBN 253731)  
Jeffrey J. Mann (SBN 253440)  
LITTLER MENDELSON, P.C.  
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Sacramento, California 95814  
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Facsimile: (916) 561-0828  
bblackburn@littler.com  
jmann@littler.com

Attorneys for Defendant O.C. Communications,  
Inc.

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Costa Mesa, CA 92626  
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Aleksandr Markelov (SBN 319235)  
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Fax: +1.650.843.4001  
andrew.frederick@morganlewis.com  
aleksandr.markelov@morganlewis.com

Attorneys for Defendants Comcast Corporation,  
Inc. and Comcast Cable Communications  
Management, LLC

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

**ADDENDUM TO CLASS  
ACTION SETTLEMENT  
AGREEMENT**



1 overtime, and double time wages or any other form of compensation, failure to authorize  
2 and permit and/or make available meal and rest periods, failure to pay wages upon  
3 termination, engaging in unfair and unlawful business practices, statutory and civil  
4 penalties, whether based on (a) the Arizona Revised Statutes, including, but not limited  
5 to, Ariz. Rev. Stat. Ann. §§ 23-351, 23-353, 23-355, and 23-364; (b) California’s Wage  
6 Orders, the California Labor Code, including, but not limited to, Sections 201, 202, 203,  
7 204, 221, 223, 226, 226.2, 226.7, 510, 512, 558, 1174, 1182.11, 1182.12, 1194, 1194.2,  
8 1197, 1197.1, 1198, 2802, and 2698 *et seq.* (“PAGA”), and the California Business &  
9 Professions Code §§ 17200 *et seq.*; (c) the Florida Minimum Wage Act, including, but  
10 not limited to, Fla. Stat. Ann. § 448.110 and the Fla. Const. art. X, § 24; (d) the Oregon  
11 Revised Statutes, including, but not limited to, Or. Rev. Stat. Ann. §§ 652.120, 652.140,  
12 652.150, 652.160, 652.610, 653.025, 653.045, 653.055, 652.615, 652.900 and the Oregon  
13 Administrative Rules (“OAR”), including, but not limited to, OAR 839-020-0010, 839-  
14 020-0012, 839-020-0030, 839-020-0050, 839-020-0080, and 839-020-1010; (e) the Utah  
15 Code, including, but not limited to, Utah Code Ann. §§ 34-28-3, 34-28-5, 34-28-9, 34-28-  
16 9.5, 34-28-10, 34-28-12, 34-40-201, and 34-40-205; and (f) the Revised Code of  
17 Washington (“RCW”), including, but not limited to, RCW 19.86.090, 49.12.010  
18 49.12.020, 49.12.150, 49.12.170, 49.46.020, 49.46.090, 49.46.130, 49.46.30, 49.48.030,  
19 49.52.050, and 49.52.070, the Washington Administrative Code, including, but not  
20 limited to, 296-126-002, 296-126-023, and 296-126-092, and the Washington Consumer  
21 Protection Act. The released claims include other penalties, related tort, contract,  
22 liquidated, and punitive damages claims, claims for interest, attorneys’ fees, litigation and  
23 other costs, expenses, restitution, and equitable and declaratory relief. As to other  
24 Settlement Class Members, only those who cash or deposit their Settlement Award check  
25 shall become Collective Members and release their FLSA claims against Releasees  
26 through December 21, 2018.

17 (b) Other California Settlement Class Members’ Released Claims. California  
18 Class Members release any and all claims against Releasees through December 21, 2018  
19 that were or could have been asserted under California law based on the identical factual  
20 predicate alleged in the operative Third Amended Complaint, including claims for the  
21 alleged failure to provide meal and rest breaks, failure to compensate for all hours  
22 worked, failure to pay minimum, straight time, overtime, and double time wages or any  
23 other form of compensation, failure to pay all wages due upon termination, failure to  
24 provide timely and compliant itemized wage statements, failure to properly compensate  
25 piece-rate workers for rest and recovery periods and other nonproductive time, failure to  
26 maintain accurate records, failure to reimburse for necessary business expenses, engaging  
27 in unfair and unlawful business practices, statutory and civil penalties, whether based on  
28 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.*, 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.

(c) Other Washington Settlement Class Members' Released Claims.

Washington Class Members release any and all claims against Releasees through December 21, 2018 that were or could have been asserted under Washington law based on the identical factual predicate alleged in the operative Third Amended Complaint, including claims for the alleged failure to pay minimum, straight time, overtime, and double time wages or any other form of compensation, failure to authorize and permit and/or make available meal and rest periods, failure to pay wages upon termination, engaging in unfair and unlawful business practices, statutory and civil penalties, whether based on 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, 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.

C. Paragraph 19 titled "Release Language on Settlement Checks" is replaced with the following revised Paragraph 19:

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

(a) For Named Plaintiffs and Collective Members: "This check is your settlement payment in connection with the court-approved class action Settlement in *Soto, et al. v. O.C. Communications, Inc., et al.*, Case No. 3-17-cv-00251-VC (N.D. Cal.). By you having consented to join the Collective Action, and the court having approved a Settlement, you have released OCC, Comcast, and other Releasees of claims under the Fair Labor Standards Act and, if applicable, claims under Arizona, California, Florida, Oregon, Utah, and Washington law, as defined in the Settlement Agreement."

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

(c) For other Washington Settlement Class Members: "This check is your settlement payment in connection with the court-approved class action Settlement in *Soto, et al. v. O.C. Communications, Inc., et al.*, Case No. 3-17-

1 cv-00251-VC (N.D. Cal.). By not opting out of the Settlement, you have  
2 released OCC, Comcast, and other Releasees of claims under Washington law  
3 as defined in the Settlement Agreement. By signing or cashing your check, you  
4 consent to join the Collective Action and affirm your release of claims under  
5 the Fair Labor Standards Act against Releasees.”

6 D. Paragraph 24 titled “Objections” is replaced with the following revised Paragraph  
7 24:

8 24. **Objections.** The Settlement Notice shall provide that Settlement Class  
9 Members who wish to object to the Settlement must, on or before the Notice Deadline, file with  
10 the court a written statement objecting to the Settlement. Such objection shall not be valid unless  
11 it includes the information specified in the Settlement Notice. The statement must be signed  
12 personally by the objector, and must include the objector’s name, address, telephone number, email  
13 address (if applicable), the factual and legal grounds for the objection, and whether the objector  
14 intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Settlement  
15 Class Members that objections shall only be considered if the Settlement Class Member has not  
16 opted out of the Settlement. No Settlement Class Member shall be entitled to be heard at the Final  
17 Approval Hearing (whether individually or through counsel), unless written notice of the  
18 Settlement Class Member’s intention to appear at the Final Approval Hearing has been filed with  
19 the Court and served upon Class Counsel and Defendants’ Counsel on or before the Notice  
20 Deadline and the Settlement Class Member has not opted out of the Settlement. The postmark date  
21 of mailing to Class Counsel and Defendants’ Counsel shall be the exclusive means for determining  
22 that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark  
23 dates will control. Persons who fail to make timely written objections in the manner specified  
24 above shall be deemed to have waived any objections and oppositions to the Settlement’s fairness,  
25 reasonableness and adequacy, and shall be foreclosed from making any objection (whether by  
26 appeal or otherwise) to the Settlement. However, the requirement that the Settlement Class  
27 Member submit a written objection may be excused by the Court upon a showing of good cause.  
28 The Court will only require substantial compliance with the requirements for submitting an  
objection. 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 E. Paragraph 33 is replaced with the following revised Paragraph 33:

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

33 a. Settlement Class Members shall receive a *pro rata* portion of the  
34 Net Settlement Amount as follows:

35 i. For each week during which the Settlement Class Member  
36 worked for OCC at any time from January 18, 2013 for California Class Members and from March  
37 13, 2015 for Washington Class members, or three years prior to the Opt-In Date for Opt-In

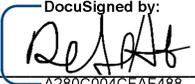
1 Plaintiffs, through December 21, 2018, he or she shall be eligible to receive a pro rata portion of  
2 the Net Settlement Amount based on the number of workweeks the Settlement Class Member  
3 worked. Each workweek will be equal to one (1) settlement share. To reflect the increased value  
4 of state law claims, workweeks during which work was performed in California will be equal to  
5 three (3) settlement shares, workweeks during which work was performed in Washington or  
6 Oregon will be equal to two (2) settlement shares, and workweeks during which work was  
7 performed in Arizona or Utah will be equal to 1.25 settlement shares.

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

13 F. The attached Exhibit A – Notice of Class Action Settlement – shall replace the  
14 original Exhibit A attached to the Settlement Agreement.

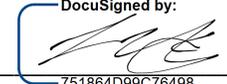
1 **IN WITNESS WHEREOF**, the Parties and their Counsel have executed this Addendum  
2 to the Settlement Agreement as follows:

3  
4 **PLAINTIFFS:**

DocuSigned by: \_\_\_\_\_ May 9  
  
A280C004CF4F488...  
Desidero Soto Date: \_\_\_\_\_, 2019

DocuSigned by: \_\_\_\_\_ May 9  
  
CB8B70C4EDD34CA...  
Steven Stricklen Date: \_\_\_\_\_, 2019

DocuSigned by: \_\_\_\_\_ May 9  
  
F5E90E08ADB9452...  
Steeve Fondrose Date: \_\_\_\_\_, 2019

DocuSigned by: \_\_\_\_\_ May 10th  
  
751864D99C76498...  
Lorenzo Ortega Date: \_\_\_\_\_, 2019

DocuSigned by: \_\_\_\_\_ May 10th  
  
B839AF2CFF16491...  
Jose Antonio Farias, Jr. Date: \_\_\_\_\_, 2019

15 **APPROVED AS TO FORM BY CLASS COUNSEL:**

16  
17 \_\_\_\_\_ Date: \_\_\_\_\_, 2019  
18 Carolyn Hunt Cottrell  
19 David C. Leimbach  
20 Scott L. Gordon  
21 SCHNEIDER WALLACE  
22 COTTRELL KONECKY  
23 WOTKYNS LLP  
24 2000 Powell Street, Suite 1400  
25 Emeryville, California 94608

26 \_\_\_\_\_ Date: \_\_\_\_\_, 2019  
27 Shanon J. Carson  
28 Sarah R. Schalman-Bergen  
BERGER MONTAGUE PC  
1818 Market Street, Suite 3600  
Philadelphia, PA 19103

1 **IN WITNESS WHEREOF**, the Parties and their Counsel have executed this Addendum  
2 to the Settlement Agreement as follows:

3  
4 **PLAINTIFFS:**

5 \_\_\_\_\_  
Desidero Soto

Date: \_\_\_\_\_, 2019

6 \_\_\_\_\_  
Steven Stricklen

Date: \_\_\_\_\_, 2019

7 \_\_\_\_\_  
Steeve Fondrose

Date: \_\_\_\_\_, 2019

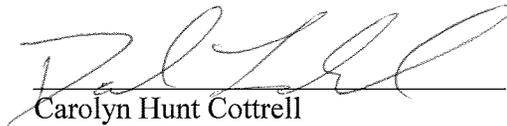
8 \_\_\_\_\_  
Lorenzo Ortega

Date: \_\_\_\_\_, 2019

9 \_\_\_\_\_  
Jose Antonio Farias, Jr.

Date: \_\_\_\_\_, 2019

10  
11  
12 **APPROVED AS TO FORM BY CLASS COUNSEL:**

13  
14  
15  
16 \_\_\_\_\_  
17 

Date: May 10, 2019

18 Carolyn Hunt Cottrell  
19 David C. Leimbach  
20 Scott L. Gordon  
21 SCHNEIDER WALLACE  
22 COTTRELL KONECKY  
23 WOTKYNS LLP  
24 2000 Powell Street, Suite 1400  
25 Emeryville, California 94608

26 \_\_\_\_\_  
27 Shanon J. Carson  
28 Sarah R. Schalman-Bergen  
BERGER MONTAGUE PC  
1818 Market Street, Suite 3600  
Philadelphia, PA 19103

Date: \_\_\_\_\_, 2019

1 **IN WITNESS WHEREOF**, the Parties and their Counsel have executed this Addendum  
2 to the Settlement Agreement as follows:

3  
4 **PLAINTIFFS:**

\_\_\_\_\_ Date: \_\_\_\_\_, 2019  
Desidero Soto

\_\_\_\_\_ Date: \_\_\_\_\_, 2019  
Steven Stricklen

\_\_\_\_\_ Date: \_\_\_\_\_, 2019  
Steeve Fondrose

\_\_\_\_\_ Date: \_\_\_\_\_, 2019  
Lorenzo Ortega

\_\_\_\_\_ Date: \_\_\_\_\_, 2019  
Jose Antonio Farias, Jr.

15 **APPROVED AS TO FORM BY CLASS COUNSEL:**

\_\_\_\_\_ Date: \_\_\_\_\_, 2019  
Carolyn Hunt Cottrell  
David C. Leimbach  
Scott L. Gordon  
SCHNEIDER WALLACE  
COTTRELL KONECKY  
WOTKYNS LLP  
2000 Powell Street, Suite 1400  
Emeryville, California 94608

\_\_\_\_\_ Date: May 10, 2019  
  
Shanon J. Carson  
Sarah R. Schalman-Bergen  
BERGER MONTAGUE PC  
1818 Market Street, Suite 3600  
Philadelphia, PA 19103

1 DEFENDANT:

Craig Leama  
On behalf of O.C. Communications, Inc.

Date: 5/9, 2019

4 APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

Barbara A. Blackburn

Date: 5/10, 2019

7 Barbara A. Blackburn  
8 Jeffrey J. Mann  
9 LITTLER MENDELSON, P.C.  
10 500 Capitol Mall  
11 Suite 2000  
12 Sacramento, California 95814

13 DEFENDANT:

On behalf of Comcast  
Cable Communications Management, LLC

Date: \_\_\_\_\_, 2019

16 APPROVED AS TO FORM BY COMCAST'S COUNSEL:

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

Date: \_\_\_\_\_, 2019

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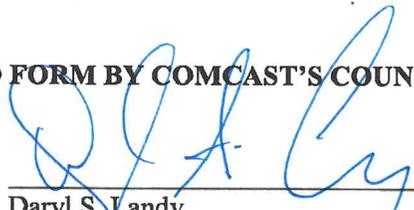
**DEFENDANT:** \_\_\_\_\_ Date: \_\_\_\_\_, 2019  
On behalf of O.C. Communications, Inc.

**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

**DEFENDANT:**  \_\_\_\_\_ Date: May 9, 2019  
On behalf of Comcast  
Cable Communications Management, LLC

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

 \_\_\_\_\_ Date: May 10, 2019  
Daryl S. Landy  
MORGAN, LEWIS & BOCKIUS LLP.  
600 Anton Boulevard, Suite 1800  
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 Settlement<sup>2</sup> 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 \_\_\_\_\_, 2019 at \_\_\_\_\_, before the Honorable District Judge Vince Chhabria at the San Francisco Courthouse, Courtroom 4-17<sup>th</sup> 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

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<sup>2</sup> 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].

lawful throughout the relevant time period. Comcast also denies the allegation that it jointly 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 and Ten Thousand Five Hundred and Fifty-Five Dollars and Twenty-One Cents (\$7,510,555.21) 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 \$40,000,000), 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 will be equal to three (3) settlement shares, workweeks during which work was performed in Washington or Oregon will be equal to two (2) settlement shares, and workweeks during which work was performed in Arizona or Utah will be equal to 1.25 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 \$\_\_\_\_. 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 \_\_\_\_\_ 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, Settlement Class Members shall and hereby do release claims against the Releasees as follows:

(a) Collective Members' Released Claims. The Collective Members release any and all claims against Releasees through December 21, 2018 that were or could have been asserted under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et seq.* ("FLSA claims") and under Arizona, California, Florida, Oregon, Utah, and Washington law based on the identical factual predicate alleged in the operative Third Amended Complaint, including claims for the alleged failure to pay minimum, straight time, overtime, and double time wages or any other form of compensation, failure to authorize and permit and/or make available meal and rest periods, failure to pay wages upon termination, engaging in unfair and unlawful business practices, statutory and civil penalties, whether based on (a) the Arizona Revised Statutes, including, but not limited to, Ariz. Rev. Stat. Ann. §§ 23-351, 23-353, 23-355, and 23-364; (b) 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"), and the California Business & Professions Code §§ 17200 *et seq.*; (c) the Florida Minimum Wage Act, including, but not limited to, Fla. Stat. Ann. § 448.110 and the Fla. Const. art. X, § 24; (d) the Oregon Revised Statutes, including, but not limited to, Or. Rev. Stat. Ann. §§ 652.120, 652.140, 652.150, 652.160, 652.610, 653.025, 653.045, 653.055, 652.615, 652.900 and the Oregon Administrative Rules ("OAR"), including, but not limited to, OAR 839-020-0010, 839-020-0012, 839-020-0030, 839-020-0050, 839-020-0080, and 839-020-1010; (e) the Utah Code, including, but not limited to, Utah Code Ann. §§ 34-28-3, 34-28-5, 34-28-9, 34-28-9.5, 34-28-10, 34-28-12, 34-40-201, and 34-40-205; and (f) 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, and 49.52.070, the Washington Administrative Code, including, but not limited to, 296-126-002, 296-126-023, and 296-126-092, and the Washington Consumer Protection Act. The released claims include 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. 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 Releasees through December 21, 2018.

(b) Other California Settlement Class Members' Released Claims. California Class Members release any and all claims against Releasees through December 21, 2018 that were or could have been asserted under California law based on the identical factual predicate alleged in the operative Third Amended Complaint, including claims for 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, 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.*, 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. The release period for PAGA claims runs from November 14, 2015 through December 21, 2018.

(c) Other Washington Settlement Class Members’ Released Claims. Washington Class Members release any and all claims against Releasees through December 21, 2018 that were or could have been asserted under Washington law based on the identical factual predicate alleged in the operative Third Amended Complaint, including claims for the alleged failure to pay minimum, straight time, overtime, and double time wages or any other form of compensation, failure to authorize and permit and/or make available meal and rest periods, failure to pay wages upon termination, engaging in unfair and unlawful business practices, statutory and civil penalties, whether based on 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, 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.

## 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  
Suite 3600  
Philadelphia, Pennsylvania 19103

*Class Counsel*

Barbara Blackburn  
**LITTLER MENDELSON, PC**  
500 Capitol Mall  
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. The Court will only require substantial compliance with the requirements for submitting an objection.

#### **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**  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
Telephone: (415) 421-7100  
Facsimile: (415) 421-7105

Shanon J. Carson  
Sarah R. Schalman-Bergen  
Neil K. Makhija  
**BERGER MONTAGUE PC**  
1818 Market St., Suite 3600  
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 \$7,510,555.21.. 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 \$7,500,000 (*i.e.*, \$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.**

