

EXHIBIT A

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

NOTICE OF SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY.

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

1. Why Should You Read This Notice?

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

2. What Is This Case About?

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

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

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

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), 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.² 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

² The claims waived include those 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.

business expenses, engaging in unfair and unlawful business practices, statutory and civil penalties, 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.³ 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, 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.⁴

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

³ The claims waived include those 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.*

⁴ The claims waived include those 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.

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:

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COTTRELL KONECKY
WOTKINS LLP**
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Emeryville, CA 94608

Sarah Schalman-Bergen
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**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
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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.