

# **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 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:

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

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

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

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

19 a. **Request for Class Certification and Preliminary Approval Order.**  
 20 Named Plaintiffs shall file an Unopposed Motion for Preliminary Approval of Settlement  
 21 Agreement, requesting that the Court certify the Settlement Class pursuant to 29 U.S.C. § 216(b)  
 22 and FED. R. CIV. P. 23(a) and (b)(3) for the sole purpose of settlement; preliminarily approve the  
 23 Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find  
 24 that the proposed method of disseminating the Settlement Notice meets the requirements of due  
 25 process and is the best notice practicable under the circumstances; set a date for Named Plaintiffs'  
 26 motion for Final Approval of the Settlement, and approval of the requested Service Awards, Fee  
 27 Award, Class Counsel's Costs, and Settlement Administrator's Costs; and set a date for the Final  
 28 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 25 MISCELLANEOUS

26 42. **Submissions to the LWDA.** At the same time as they submit this Class Action  
27 Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy  
28 of this Agreement to the LWDA, as required by California Labor Code § 2699(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.

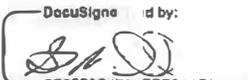
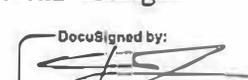
58. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and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

 <small>DocuSigned by:</small> Desidero Soto	Date: Feb 26, 2019
 <small>DocuSigned by:</small> Steven Tricklen	Date: Feb. 26, 2019
 <small>DocuSigned by:</small> Steve Fondrose	Date: Feb. 26, 2019
 <small>DocuSigned by:</small> Lorenzo Ortega	Date: Feb 26, 2019
 <small>DocuSigned by:</small> Jose Antonio Farias, Jr.	Date: Feb 26, 2019

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

1  
2 **APPROVED AS TO FORM BY CLASS COUNSEL:**

3 

Date: 2/26, 2019

4 Carolyn Hunt Cottrell (sic)  
5 David C. Leimbach  
6 Scott L. Gordon  
7 SCHNEIDER WALLACE  
8 COTTRELL KONECKY  
9 WOTKYNS LLP  
10 2000 Powell Street, Suite 1400  
11 Emeryville, California 94608

12 

Date: 2/26, 2019

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

19 **DEFENDANT:**

20 \_\_\_\_\_  
21 On behalf of O.C. Communications, Inc.

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

22 **APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:**

23 \_\_\_\_\_  
24 Barbara A. Blackburn  
25 Jeffrey J. Mann  
26 LITTLER MENDELSON, P.C.  
27 500 Capitol Mall  
28 Suite 2000  
Sacramento, California 95814

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

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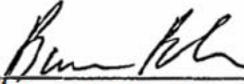
APPROVED AS TO FORM BY CLASS COUNSEL:

\_\_\_\_\_  
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: \_\_\_\_\_, 2019  
Shanon J. Carson  
Sarah R. Schalman-Bergen  
Neil K. Makhija  
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1818 Market Street, Suite 3600  
Philadelphia, PA 19103

**DEFENDANT:**   
\_\_\_\_\_  
Date: 2/28, 2019  
On behalf of O.C. Communications, Inc.

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

  
\_\_\_\_\_  
Date: 3/01, 2019  
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Jeffrey J. Mann  
LITTLER MENDELSON, P.C.  
500 Capitol Mall  
Suite 2000  
Sacramento, California 95814

1 **DEFENDANT:**



On behalf of Comcast  
Cable Communications Management, LLC

Date: 2/26, 2019

2  
3  
4 **APPROVED AS TO FORM BY COMCAST'S COUNSEL:**

5  
6 \_\_\_\_\_

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

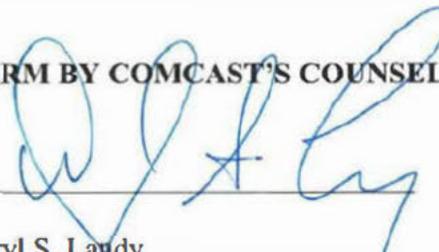
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1 **DEFENDANT:**

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

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22 scarson@bm.net  
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24 nmakhija@bm.net

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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.

27  
 28 (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.

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

2 Washington Class Members release any and all claims against Releasees through  
 3 December 21, 2018 that were or could have been asserted under Washington law based  
 4 on the identical factual predicate alleged in the operative Third Amended Complaint,  
 5 including claims for the alleged failure to pay minimum, straight time, overtime, and  
 6 double time wages or any other form of compensation, failure to authorize and permit  
 7 and/or make available meal and rest periods, failure to pay wages upon termination,  
 8 engaging in unfair and unlawful business practices, statutory and civil penalties, whether  
 9 based on the Washington Minimum Wage Act, the Revised Code of Washington  
 10 ("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.

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

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

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

25 (b) For other California Settlement Class Members: "This check is your  
 26 settlement payment in connection with the court-approved class action  
 27 Settlement in *Soto, et al. v. O.C. Communications, Inc., et al.*, Case No. 3-17-  
 28 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 2 – Notice of Class Action Settlement – shall replace the  
14 original Exhibit A attached to the Settlement Agreement.  
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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: Desidero Soto May 9  
Date: \_\_\_\_\_, 2019  
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6 DocuSigned by: Steven Stricklen May 9  
Date: \_\_\_\_\_, 2019  
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8 DocuSigned by: Steeve Fondrose May 9  
Date: \_\_\_\_\_, 2019  
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10 DocuSigned by: Lorenzo Ortega May 10th  
Date: \_\_\_\_\_, 2019  
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12 DocuSigned by: Jose Antonio Farias, Jr. May 10th  
Date: \_\_\_\_\_, 2019  
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13  
14  
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  
27 \_\_\_\_\_ Date: \_\_\_\_\_, 2019  
28 Shanon J. Carson  
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:** \_\_\_\_\_ Date: \_\_\_\_\_, 2019  
5 Desidero Soto

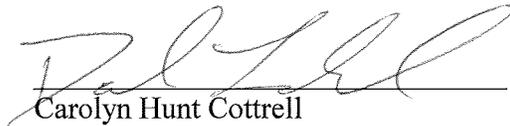
6 \_\_\_\_\_ Date: \_\_\_\_\_, 2019  
7 Steven Stricklen

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

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

12 \_\_\_\_\_ Date: \_\_\_\_\_, 2019  
13 Jose Antonio Farias, Jr.  
14

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

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 \_\_\_\_\_ 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:**

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

1 DEFENDANT:

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

Date: 5/9, 2019

4 APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

[Signature]

Date: 5/10, 2019

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

13 DEFENDANT:

On behalf of Comcast  
Cable Communications Management, LLC

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

16 APPROVED AS TO FORM BY COMCAST'S COUNSEL:

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

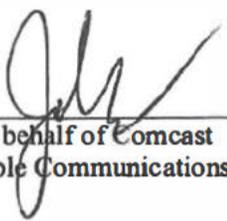
Date: \_\_\_\_\_, 2019

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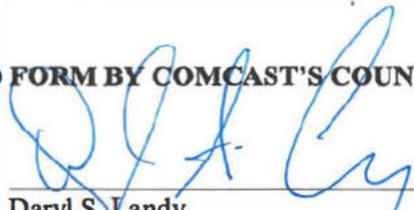
**DEFENDANT:** \_\_\_\_\_ Date: \_\_\_\_\_, 2019  
On behalf of O.C. Communications, Inc.

**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