

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

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IN RE COMCAST CORPORATION : Master File No. 2:08-cv-00773-HB

ERISA LITIGATION :

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**PLAINTIFF’S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1. Plaintiffs hereby move the Court for entry of an Order: (1) preliminarily approving the Class Action Settlement Agreement dated as of September 24, 2010; (2) approving the form and method for providing notice of the settlement to the Class Members; and (3) scheduling a final settlement hearing.

2. This motion is based upon the Class Action Settlement Agreement and all Exhibits attached thereto, the [Proposed] Findings and Order Preliminarily Approving Proposed Settlement, Approving Form and Dissemination of Class Notice, and Setting Date for Hearing on Final Approval, all other pleadings and matters of record, and such additional evidence or argument as may be presented at the hearing.

3. Defendants do not oppose this motion.

WHEREFORE it is respectfully requested the Court enter the [Proposed] Findings and Order Preliminarily Approving Proposed Settlement, Approving Form and Dissemination of Class Notice, and Setting Date for Hearing on Final Approval, a copy of which is attached hereto and as Exhibit 1 to the Class Action Settlement Agreement.

Dated: September 24, 2010

DONOVAN SEARLES, LLC

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(215) 732-7067

Plaintiff's Liaison Counsel

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Plaintiff's Counsel

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

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CLASS ACTION SETTLEMENT AGREEMENT

This CLASS ACTION SETTLEMENT AGREEMENT (“*Settlement Agreement*”) is entered into by and between the *Named Plaintiff* (as defined below), for herself and on behalf of the *Class* (as defined below), and the *Defendants* (as defined below) in consideration of the promises, covenants and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate.

1. Definitions.

As used in this *Settlement Agreement*, italicized and capitalized terms and phrases not otherwise defined have the meanings provided below:

1.1. “*Action*” means In re Comcast Corporation ERISA Litigation, Master File No. 2:08-cv-00773-HB, pending in the United States District Court for the Eastern District of Pennsylvania, and any and all cases now or hereafter consolidated therewith.

1.2. “*Agreement Execution Date*” means the date on which the final signature is affixed to this *Settlement Agreement*.

1.3. “*Appeal Proceeding*” means any notices of appeal, appeals, petitions for certiorari or review by any appellate court or the Supreme Court.

1.4. “*Authorized Administrator*” has the meaning set forth in section 10.2.5 of this *Settlement Agreement*.

1.5. “*Claims*” has the meaning set forth in Section 3.2.

1.6. “*Class*” means the Class that was certified by the *Court* by Order dated April 6, 2010, as follows: All persons who were participants in or beneficiaries of the Comcast Corporation Retirement-Investment Plan at any time from February 1, 2007 to December 5, 2007 and whose accounts included investments in the Comcast Class A Common Stock Fund or the Comcast Class A Special Common Stock Fund.

1.7. “*Class Counsel*” means Donovan Searles, LLC, Wolf Haldenstein Adler Freeman & Herz LLP, and Gainey & McKenna.

1.8. “*Class Notice*” means the forms of notice appended as Exhibits A and B to the form of Preliminary Approval Order attached hereto as Exhibit 1.

1.9. “*Class Period*” means February 1, 2007 through and including December 5, 2007.

1.10. “*Class Settlement Amount*” has the meaning set forth in Section 7.2.

1.11. “*Comcast*” means Comcast Corporation.

1.12. “*Comcast Stock Fund*” means the Comcast Class A Common Stock Fund maintained under the *Plan* or the Comcast Class A Special Common Stock Fund maintained under the *Plan*.

1.13. “*Complaint*” means the Second Amended Complaint filed in the Action on March 20, 2009, and any predecessor complaint filed in the Action.

1.14. “*Court*” means the United States District Court for the Eastern District of Pennsylvania.

1.15. “*Defendant Releasees*” means: (i) the *Defendants* and any other defendant previously named in the Action, including without limitation Brian L. Roberts, Ralph J. Roberts, S. Decker Anstrom, Kenneth J. Bacon, Sheldon M. Bonovitz, Edward D. Breen, Julian A. Brodsky, Joseph J. Collins, Michael Cook, Jeffrey A. Honickman, Dr. Judith Rodin, and Michael I. Sovern; (ii) any *Person* who served as an attorney, advisor, trustee, sponsor, or named or functional fiduciary of the Plan other than the *Independent Fiduciary*; (iii) any predecessors, successors-in-interest, direct or indirect parents and subsidiaries, affiliates, partners, insurers, and any Person that controls, is controlled by, or is under common control with any of the foregoing; and (iv) any present and former *Representatives* of any of the foregoing.

1.16. “*Defendants*” means Comcast, Arthur Block, David L. Cohen, William Dordelman, Charisse Lillie, Melanie Penna, Lawrence J. Salva, William Strahan, Stanley Wang, Elizabeth Weber, and Michael J. Angelakis.

1.17. “*Defendants’ Counsel*” means Ballard Spahr LLP and Groom Law Group, Chartered.

1.18. “*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, including all regulations promulgated thereunder.

1.19. “*Escrow Agent*” means the firm of Wolf Haldenstein Adler Freeman & Herz LLP.

1.20. “*Fairness Hearing*” has the meaning set forth in Section 2.1.4.

1.21. “*Final*” means: with respect to any judicial ruling or order, that the period for filing any notice of appeals or petitions for certiorari has expired without the initiation of an *Appeal Proceeding*, or, if an *Appeal Proceeding* has been timely initiated, that there has occurred a full and final disposition of any such *Appeal Proceeding* without a reversal or any material modification, including the exhaustion of proceedings in any remand and/or subsequent appeal after remand. Notwithstanding any other provision hereof, the Final Order shall be deemed *Final* at the time set forth in the preceding sentence even if, at that time, (i) the *Court* has not yet entered an order regarding the *Plan of Allocation* or the award of legal fees and expenses or an award of compensation to the *Named Plaintiffs*, (ii) an order regarding the *Plan of Allocation* or the award of legal fees and expenses or an award of compensation to the *Named Plaintiffs* has been entered but has not yet become *Final*, or (iii) an order regarding the *Plan of Allocation* or the award of legal fees and expenses or an award of compensation to *Named Plaintiffs* has been entered but is modified following an *Appeal Proceeding*.

1.22. “*Final Order*” has the meaning set forth in Sections 2.1.4 and 2.2 and shall be in the form attached hereto as Exhibit 2.

1.23. “*Financial Institution*” has the meaning set forth in Section 7.1.1.

1.24. “*Independent Fiduciary*” means a fiduciary of the *Plan* whose function is described in Section 2.4.

1.25. “*Named Plaintiff*” means Janell T. Moore.

1.26. “*Non-Monetary Settlement Consideration*” means the benefits conferred on the *Class* through the efforts of *Class Counsel*, as set forth in Section 8.

1.27. “*Net Proceeds*” has the meaning set forth in Section 10.2.5.

1.28. “*Participant(s)*” means any individual(s) who was a *participant*, as the term *participant* is defined in 29 U.S.C. § 1002(7), in the *Plan* at any time during the *Class Period*.

1.29. “*Parties*” means the *Plaintiffs* and the *Defendants*.

1.30. “*Person*” means an individual, partnership, corporation, estate, trust, governmental entity or any other form of entity or organization.

1.31. “*Plaintiffs*” refers to the *Named Plaintiff* and each member of the *Class* (at times referred to as “*Class Members*”).

1.32. “*Plaintiff Releasees*” has the meaning set forth in Section 3.4.

1.33. “*Plan*” means the Comcast Corporation Retirement-Investment Plan, all predecessor and successor plans and any trust created under the forgoing plans.

1.34. “*Plan Administrator*” means the Plan Administrator of the *Plan*.

1.35. “*Plan of Allocation*” means the plan of allocation attached hereto as Exhibit 3.

1.36. “*Preliminary Approval Order*” has the meaning set forth in Section 2.1.1 and shall be in the form attached hereto as Exhibit 1.

1.37. “*Preliminary Approval Motion*” has the meaning set forth in Section 2.1.1.

1.38. “*Released Claims*” has the meaning set forth in Section 3.2.

1.39. “*Releases*” means the releases set forth in Section 3.

1.40. “*Representatives*” means current or former representatives, including, but not limited to, current or former attorneys, agents, directors, officers, insurers, trustees, heirs, executors, advisors, contractors, assigns or employees.

1.41. “*Settlement*” means the settlement to be consummated under this *Settlement Agreement* pursuant to the *Final Order*.

1.42. “*Settlement Agreement*” means this Class Action Settlement Agreement.

1.43. “*Settlement Fund*” has the meaning set forth and described in Section 7.1.

1.44. “*Signers*” has the meaning set forth and described in Section 7.1.1.

1.45. “*Trustee*” means the *Plan*’s Trustee.

2. Conditions to Finality of the *Settlement*.

This *Settlement* shall be final when each of the following conditions in Sections 2.1 through 2.5 have been satisfied or waived.

2.1. Court Approval. The *Settlement* shall have been approved by the *Court*, as provided for in this Section 2. *Class Counsel* shall move the *Court* for an order and judgment approving this *Settlement Agreement* and the *Settlement* contemplated hereunder. The *Plaintiffs* shall recommend to the *Court* that such order and judgment be entered, the *Defendants* will not object to such recommendation, and the *Parties* shall cooperate in good faith, which shall include all steps and efforts contemplated by this *Settlement Agreement*, all steps or efforts reasonably necessary to secure preliminary and final approval by the *Court* of the *Settlement*, and any other steps or efforts which may become necessary by order of the *Court* (unless such order materially modifies the terms of this *Settlement Agreement*), to carry out this *Settlement Agreement*, including the following:

2.1.1. Motion for Preliminary Approval of *Settlement*. As soon as reasonably possible upon the full execution of this *Settlement Agreement* by the *Parties*, the *Plaintiffs* will file a motion (“*Preliminary Approval Motion*”) with the *Court* for an order

(the “*Preliminary Approval Order*”) substantially in the form annexed hereto as Exhibit I.

2.1.2. Issuance of *Class Notice*. On the date and in the manner set by the *Court* in its *Preliminary Approval Order*, the *Plaintiffs* shall cause the *Class Notice* to be transmitted in the form and manner approved by the *Court* as directed in the *Preliminary Approval Order*. *Comcast* shall cooperate and work with *Class Counsel* to utilize a low cost, efficient means of notification.

2.1.3. Issuance of Notice to Federal and State Authorities. No later than ten (10) days following the filing of the *Preliminary Approval Motion*, each Defendant shall serve notice of the proposed Settlement upon the appropriate State official of each State in which a class member resides and the appropriate Federal official, as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

2.1.4. The *Fairness Hearing*. Upon entry of the *Preliminary Approval Order*, the *Parties* contemplate that the *Court* will schedule and then conduct a hearing at which the *Court* will determine whether the *Settlement* is fair, reasonable, and adequate (the “*Fairness Hearing*”). Specifically, the *Plaintiffs* will request that the *Court* determine on or after the date of the *Fairness Hearing*: (i) whether to enter judgment finally approving the *Settlement* and dismissing with prejudice the *Action* (which judgment is referred to herein as the “*Final Order*”); (ii) whether the distribution of the *Settlement Fund* as provided in the *Plan of Allocation* should be approved; and (iii) what legal fee, compensation and expenses should be awarded to *Class Counsel*, and to the *Named Plaintiff*, as contemplated by Section 12 of this *Settlement Agreement*.

2.2. Finality of *Final Order*. The *Court* shall have entered the Order and Final Judgment substantially in the form attached hereto as Exhibit 2, as more fully discussed in Section 2.1.4 (the “*Final Order*”) and the *Final Order* shall have become *Final*, as provided in Section 1.20.

2.3. Funding of *Class Settlement Amount*. *Comcast* shall have caused the *Class Settlement Amount* to be deposited at the time prescribed by, and otherwise as provided for, in Section 7.1.

2.4. Settlement Authorized by *Independent Fiduciary*. At least seven (7) days prior to the *Fairness Hearing* (or upon another date agreeable to *Comcast*), an *Independent Fiduciary* chosen by the administrator of the *Plan* shall have authorized the *Settlement* in accordance with Prohibited Transaction Class Exemption 2003-39, as amended. *Comcast* will cause the *Plan*’s administrator to move promptly to seek to obtain this authorization. *Comcast* will bear up to \$100,000.00 of the costs associated with seeking such authorization; costs, if any, in excess of \$100,000.00 shall be charged to the *Settlement Fund*. *Comcast*, and *Comcast* alone, has authority to waive the condition stated in this Section 2.4.

2.5 Intervention by the Department of Labor. If the Secretary of the United States Department of Labor disapproves of or opposes the *Settlement* of this matter, moves to intervene

in the *Action* to oppose the *Settlement* of the matter, or files her own lawsuit against any of the *Defendants* asserting similar allegations and claims as those asserted by the *Plaintiffs* in the *Action* prior to entry of the Order and *Final Judgment* in this case, *Comcast* shall have the right to terminate this *Settlement Agreement* in its sole discretion.

3. Releases.

3.1. Releases of the Defendant Releasees. Subject to Section 12 herein, effective upon the entry of the *Final Order* by the *Court* and regardless of whether the *Final Order* has become *Final*, *Plaintiffs* on behalf of themselves, their heirs, executors, beneficiaries, *Representatives*, agents and assigns and on behalf of the Plan (collectively "*Plaintiff Releasers*") absolutely and unconditionally release and forever discharge the *Defendant Releasees* from *Released Claims* that *Plaintiffs* directly, indirectly, derivatively, or in any other capacity ever had, now have or hereafter may have against the *Defendant Releasees*, except that the release under this Section 3.1 shall not include claims relating to the covenants or obligations set forth in this *Settlement Agreement*. Notwithstanding any other provision hereof, the *Releases* set forth in Sections 3.1, 3.2, and 3.3 of this *Settlement Agreement* will remain in effect during the pendency of any *Appeal Proceeding*. Only if any *Appeal Proceeding* results in a reversal or vacation of the *Final Order* will the *Releases* set forth in Sections 3.2, 3.3, and 3.4 of this *Settlement Agreement* become void and lose their effect.

3.2. Released Claims. The *Released Claims* shall be: any and all claims of any nature whatsoever (including claims for any and all losses, damages, unjust enrichment, attorney's fees, disgorgement, litigation costs, injunction, declaration, contribution, indemnification, or any other type or nature of legal or equitable relief), whether accrued or not, whether against the *Defendant Releasees* in their capacity as individuals or in their capacities as *Plan* fiduciaries, whether already acquired or acquired in the future, whether known or unknown, in law or equity, brought by way of demand, complaint, cross-claim, counterclaim, third-party claim, or otherwise (collectively, "*Claims*") which were or could have been asserted in the *Complaint* by or on behalf of *Plaintiffs* concerning the matters alleged in the *Complaint* or referenced in the litigation, including but not limited to any *Claims* (i) related to any action or inaction relating to *Comcast* stock held in the *Plan*; (ii) related to *Comcast's* public or financial disclosures; (iii) that purport to arise under ERISA, the federal securities laws, or any other law or statute; or (iv) that would be barred by principles of *res judicata* or collateral estoppel had the *Claims* asserted in the *Complaint* been fully litigated and resulted in a *Final* judgment or order. In the event that any court with original or appellate jurisdiction over this *Action* issues a *Final* determination that any portion of this Section is not enforceable, the *Parties* may (but shall not be required to) jointly agree in writing to modify this Section to conform with such determination.

3.3. The *Parties* understand and agree that the *Releases* to be given pursuant to this *Settlement Agreement* shall include *Released Claims* that are not known or suspected to exist at the time such *Releases* are given, and *Plaintiffs* explicitly acknowledge and waive any and all rights they may have under statutory provisions that protect unknown future claims, including, without limitation, the claims discussed in Section 3.5.

3.4. Defendants' Releases of Named Plaintiff, the Class and Class Counsel. Subject to Section 13 herein, effective upon the entry of the *Final Order* by the *Court* and regardless of

whether the *Final Order* has become *Final*, the *Defendants* absolutely and unconditionally release and forever discharge the *Named Plaintiff*, the *Class* and *Class Counsel* (collectively, the "*Plaintiff Releasees*") from any and all *Claims* relating to the institution or prosecution of the *Action*, except that the release under this Section 3.4 shall not include *Claims* relating to the covenants or obligations set forth in this *Settlement Agreement*.

3.5. Scope of Releases.

3.5.1. The *Releases* set forth in this Section 3 are not intended to include the release of any rights or duties arising out of this *Settlement Agreement*, including the express warranties and covenants in this *Settlement Agreement*.

3.5.2. The *Parties* intend and agree that the *Releases* granted in this Article 3 shall be effective as a bar to any and all currently unsuspected, unknown, or partially known *Claims* within the scope of the *Releases*' express terms and provisions. Accordingly, the *Named Plaintiff* hereby expressly waives, on her own behalf and on behalf of the *Class*, the *Plan*, and the *Plaintiff Releasees*, and the *Defendants* hereby expressly waive, any and all rights and benefits respectively conferred upon them by the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common laws of any other State, Territory, or other jurisdiction. Section 1542 reads in pertinent part:

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

3.5.3. The *Plaintiffs* and the *Defendants* each hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Code and all similar provisions of the statutory or common law of any other State, Territory, or other jurisdiction was separately bargained for and that neither the *Plaintiffs*, on the one hand, nor the *Defendants*, on the other, would enter into this *Settlement Agreement* unless it included a release of all of the *Released Claims*, including the unknown *Claims*. The *Plaintiffs* and the *Defendants* each expressly agree that all release provisions in this *Settlement Agreement* shall be given full force and effect in accordance with each and all of their express terms and provisions, including those terms and provisions relating to unknown, unsuspected, and future *Claims*, demands, and causes of action. The *Plaintiffs* and *Defendants* assume for themselves, the risk of his, her or its respective subsequent discovery of or understanding of any matter, fact, or law, that if now known or understood, would in any respect have affected his, her, or its entering into this *Settlement Agreement*.

4. Covenants.

The *Parties* covenant and agree as follows:

4.1. Covenants Not to Sue.

4.1.1. The *Plaintiffs* covenant and agree, for themselves and the *Plaintiff Releasees*: (i) not to file against any *Defendant Releasee* or the *Plan* any *Claim* based on, relating to, or arising from any *Released Claim*, or file any *Claim* brought in this *Action*; and (ii) that the foregoing covenants and agreements shall be a complete defense to any such *Claims* against any of the respective *Defendant Releasees*.

4.1.2. The *Defendants* covenant and agree (i) not to file against any *Plaintiff Releasee* or the *Plan* any *Claim* released under Section 3.2; and (ii) that the foregoing covenants and agreements shall be a complete defense to any such *Claims* against any of the respective *Plaintiff Releasees*.

4.2. Taxation of Settlement Fund. *Plaintiffs* acknowledge that the *Defendant Releasees* have no responsibility for any taxes due on the *Settlement Fund*, on earnings from the *Settlement Fund*, or on any amounts that the *Plaintiffs* or *Class Counsel* receive from the *Settlement Fund*. Nothing herein shall constitute an admission or representation that any such taxes will or will not be due. The amounts paid to *Class Members* allocated pursuant to the *Plan of Allocation* will be treated as restorative payments consistent with Revenue Ruling 2002-45, 2002-2 C.B. 116.

4.3. Cooperation. The *Parties* shall cooperate in good faith, including by taking all steps and efforts contemplated by this *Settlement Agreement* and all steps reasonably necessary to secure preliminary and final approval by the *Court* of the *Settlement* as set forth above in Sections 2.1 and 2.2.

4.3.1. After entry of the Preliminary Approval Order, upon written request by *Class Counsel*, *Defendants* shall, within thirty (30) business days, use its best efforts to provide *Class Counsel* with the names and last known addresses of members of the *Class* and timely respond to reasonable written requests for accessible data in the *Company's* custody necessary to implement, enforce or determine the feasibility of a proposed *Plan of Allocation*. The *Parties* acknowledge that any information provided by the *Defendants to Class Counsel* shall be treated as confidential, provided that the *Parties* expressly acknowledge that the information may be used solely to deliver the *Class Notice* and/or implement the *Settlement*, including the *Plan of Allocation*. *Named Plaintiff* will share with the *Defendants* any information she gathers about Persons to whom the *Class Notice* is to be sent, whether developed from the information provided by the *Defendants* as discussed in this Section or otherwise.

4.4. Request by the Court or the Named Plaintiff for Information. If the *Court* deems it necessary for the *Parties* to supply any information as part of the *Court's* review of the *Settlement Agreement*, the *Parties* will reasonably expedite provision of such information as directed by the *Court*. If it is necessary for the *Defendants* to supply information in order to respond to any timely filed objection, the *Defendants* will reasonably expedite provision of such information. Any disputes regarding requests for information by the *Parties* shall be decided by the *Court*.

5. Representations and Warranties.

5.1. Parties' Representations and Warranties. The *Parties*, and each of them, represent and warrant as follows, and each *Party* acknowledges that each other *Party* is relying on these representations and warranties in entering into this *Settlement Agreement*:

5.1.1. That *Plaintiffs* have conducted an appropriate investigation and discovery, and have diligently litigated this case pursuant to the *Court's* orders.

5.1.2. That the *Parties* are voluntarily entering into this *Settlement Agreement* as a result of arm's-length negotiations among their counsel; that in executing this *Settlement Agreement* they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently-selected counsel, concerning the nature, extent and duration of their rights and *Claims* hereunder and regarding all matters which relate in any way to the subject matter hereof. Each *Party* assumes the risk of mistake as to facts or law.

5.1.3. That the *Parties* have carefully read the contents of this *Settlement Agreement*, and this *Settlement Agreement* is signed freely by each *Person* executing this *Settlement Agreement* on behalf of each of the *Parties*. The *Parties*, and each of them, further represent and warrant to each other that he, she, or it has made such investigation of the facts pertaining to the *Settlement*, this *Settlement Agreement*, and all of the matters pertaining thereto, as he, she, or it deems necessary.

5.2. Signatories' Representations and Warranties. Each *Person* executing this *Settlement Agreement* on behalf of any other *Person* does hereby personally represent and warrant that he or she has the authority to execute this *Settlement Agreement* on behalf of, and fully bind, each principal whom such individual represents or purports to represent.

6. No Admission of Liability.

The *Parties* understand and agree that this *Settlement Agreement* embodies a compromise settlement of disputed claims, and that nothing in this *Settlement Agreement*, including the furnishing of consideration for this *Settlement Agreement*, shall be deemed to constitute any finding of fiduciary status under *ERISA* or wrongdoing by any of the *Defendants* or *Defendant Releasees*, or give rise to any inference of fiduciary status under *ERISA* or wrongdoing or admission of wrongdoing or liability in this or any other proceeding. This *Settlement Agreement* and the payments made hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal or factual.

Moreover, the *Defendants* specifically deny any such liability or wrongdoing and state that they are entering into this *Settlement Agreement* solely to eliminate the burden and expense of further litigation. Neither the fact nor the terms of this *Settlement Agreement* shall be offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding (i) to enforce this *Settlement Agreement* or arising out of or relating to the *Final*

Order or (ii) where the *Releases* provided pursuant to this *Settlement Agreement* may serve as a bar to recovery.

7. The *Settlement Fund*, Deliveries into the *Settlement Fund*.

7.1. The *Settlement Fund*.

7.1.1. Not later than five (5) days after the entry of the *Preliminary Approval Order*, the *Escrow Agent* shall establish at a financial institution (the “*Financial Institution*”) a settlement fund account (the “*Settlement Fund*”). Class Counsel shall promptly notify Comcast of the date of the establishment of the *Settlement Fund* and provide to Comcast wire transfer instructions for the account. The monies of the *Settlement Fund* shall be considered a common fund created as a result of the *Action*, with *Net Proceeds* as described in Section 10.2.5 to be paid into the *Plan* and allocated or distributed among *Class Members* according to the *Plan of Allocation*. All funds held by the *Escrow Agent* in the *Settlement Fund* pursuant to this *Settlement Agreement* shall be deemed and considered to be in the legal custody of the Court until such time as such funds shall be distributed pursuant to further order(s) of the Court or pursuant to the terms of this *Settlement*. Class Counsel shall designate at least one person with signature authority over the *Settlement Fund* (the “*Signer*”), and shall direct the *Financial Institution* to make distributions from the *Settlement Fund* only in accordance with this *Settlement Agreement* upon written direction from the *Signer*. The *Signer* shall not authorize any distributions except as permitted under this *Settlement Agreement* or as otherwise authorized by the Court.

7.1.2 In consideration of, and expressly in exchange for, all of the agreements set forth in this *Settlement Agreement*, within ten (10) days after notification of the establishment of the *Settlement Fund* (or upon such an alternate date agreed upon by the *Parties*), Comcast shall cause the *Escrow Agent* to be paid the sum of \$5,000,000.00 (the “*Class Settlement Amount*”), to be deposited in the *Settlement Fund*.

7.1.3 Except as provided herein, the *Settlement Fund* shall bear interest and shall be invested only in United States Treasury securities and mutual funds or money market accounts that invest exclusively in the foregoing securities.

7.1.4 The *Settlement Fund* shall be structured and managed to qualify as a qualified settlement fund under Section 468B of the Internal Revenue Code and Treasury regulations promulgated thereunder. The *Settlement Fund* will pay any federal, state and local taxes that may apply to the income of the *Settlement Fund*. The *Escrow Agent* shall arrange for the preparation and filing of all tax reports and tax returns required to be filed by the *Settlement Fund* of any taxes owed. The *Escrow Agent* shall be authorized to retain a certified public accounting firm for those purposes. All taxes on the income of the *Settlement Fund* and tax-related expenses incurred in connection with the taxation of the *Settlement Fund* shall be paid solely out of the *Settlement Fund*, shall be considered a cost of administration of the *Settlement*, and shall be timely paid without further order of the Court. All fees and expenses of the *Financial Institution*, and of professional advisors engaged by the *Financial Institution* in connection with the *Settlement Fund*, shall be funded solely from the *Settlement Fund* and shall be paid without further order of the Court.

7.1.5 The *Parties* acknowledge and agree that the *Defendant Releasees* shall have no authority, control or liability in connection with the design, management, administration, investment, maintenance, or control of the *Settlement Fund*, or for any expenses the *Settlement Fund* may incur or for any taxes that may be payable by the *Settlement Fund*.

7.2 The Class Settlement Amount. The *Class Settlement Amount*, together with the costs provided for in Section 2.4 of this *Settlement Agreement*, shall be the full and sole monetary contribution made by or on behalf of the *Defendants* in connection with the *Settlement* effected between the *Plaintiffs* and the *Defendants* under this *Settlement Agreement*, except for costs incurred by *Comcast* in its sole discretion to provide the *Non-Monetary Settlement Consideration*. The *Class Settlement Amount* specifically covers any claims for costs and attorneys' fees by the *Plaintiffs*, on their own behalf and on behalf of the *Class*, as well as any compensation awards to the *Named Plaintiff*. Except as otherwise specified in this *Settlement Agreement*, the *Parties* shall bear their own costs and expenses (including attorney's fees) in connection with effectuating the *Settlement* and securing necessary *Court* orders and approvals with respect to the same.

8. Non-Monetary Settlement Consideration.

8.1. *Comcast* shall provide the following non-monetary consideration in addition to the monetary consideration set forth in Section 7.2.

8.1.1. Participant Education. *Comcast* will engage Financial Engines Advisors, LLC, or a comparable service provider, to make base-level investment advisory services available to all *Plan Participants* who elect to receive such services, for a period of at least 3 years, and without any enrollment periods. *Comcast* will pay for all set-up fees and for any ongoing, per-participant access fee for those *Plan Participants* who elect to receive the base level service. *Plan Participants* receiving additional services may be charged additional fees, including for example fees based on a percentage of their assets under management. *Comcast* will not pay for these additional fees. *Comcast* will notify *Plan Participants* annually of their right to utilize the services described in this Section 8.1.1 of the *Settlement Agreement*. The three-year period described in this Section 8.1.1 of the *Settlement Agreement* shall commence on a date to be determined by *Comcast* and that is no later than July 1, 2011.

8.1.2. Diversification Notice. For a period of at least 3 years, *Comcast* will issue, at its own expense, an annual diversification notice to *Plan Participants* substantially in the form of Exhibit 3. As reflected in Exhibit 3, the notice will be issued to those participants who are identified as having more than 10% of their total account balance invested in the *Comcast Stock Funds*. The three-year period described in this Section 8.1.2 of the *Settlement Agreement* shall commence on a date to be determined by *Comcast* and that is no later than July 1, 2011.

8.1.3. Plan Disclosures. *Comcast* will provide, at its own expense, additional *Plan* disclosures as part of an online total compensation statement that *Comcast* intends to develop for active employees. *Comcast* will endeavor to include such disclosures for

3 years if reasonably practicable based on the terms of its contract with the provider of the statement.

8.1.4. Fiduciary Training. For a period of at least 3 years, *Comcast* will provide, at its own expense, an annual fiduciary training session to members of the *Plan's* Committee, as defined in Article X of the *Plan*. The three-year period described in this Section 8.1.4 of the *Settlement Agreement* shall commence on a date to be determined by *Comcast* and that is no later than July 1, 2011.

8.1.5. Restrictions on the Sale of Company Stock. *Comcast* agrees to take no action, for a period of at least 3 years, to restrict *Plan Participants'* ability to sell Company stock within the *Plan*. The 3-year period described in this Section 8.1.5 of the *Settlement Agreement* shall commence on the date that the *Final Order* becomes *Final*.

9. Costs of Class Notice. All costs incurred in connection with *Class Notice*, including the reasonable costs incurred in generating a list of the names, U.S. mail addresses, and electronic mail addresses of individuals entitled to *Class Notice*, shall be payable from the *Settlement Fund*.

10. Payments From the Settlement Fund.

10.1 Expenses of Class Notice. After the entry of the *Preliminary Approval Order*, *Class Counsel* shall direct the *Financial Institution* in writing to disburse from the *Settlement Fund* an amount for the payment of reasonable costs of the *Class Notice*. If the *Settlement Agreement* is terminated for any reason, *Class Counsel* shall have no obligation to reimburse to the *Settlement Fund* the costs of the *Class Notice*, or other costs or expenses of the *Settlement Fund* charged to the *Settlement Fund* under this *Settlement Agreement*.

10.2 Disbursements from Settlement Fund. *Class Counsel* shall direct the *Financial Institution* to disburse money from the *Class Settlement Fund* as follows:

10.2.1 For Attorneys' Fees and Expenses. As provided in Section 10.2, 11.1 and 11.2 herein.

10.2.2 For Named Plaintiff compensation. As provided in Section 11.3 herein.

10.2.3 For taxes and expenses of the Settlement Fund. As provided in Section 7.1.4 herein.

10.2.4 For fees and expenses of the Independent Fiduciary. *Class Counsel* shall direct the *Financial Institution* to disburse money from the *Class Settlement Fund* to pay the reasonable fees and expenses, if any, of the *Independent Fiduciary* (which shall include any attorneys' fees of the *Independent Fiduciary*) that are in excess of \$100,000.00.

10.2.5 For the Plan of Allocation. Upon the *Judgment* becoming *Final* as provided in Section 2.3, and after the amounts payable pursuant to Sections 9, 10.2.1, 10.2.2, 10.2.3 and 10.2.4 have been determined and disbursed, *Class Counsel* shall direct the *Financial Institution* to disburse the remaining amount in the *Settlement Fund* (the "*Net Proceeds*") to the

Trustee. Comcast shall cause the *Plan Administrator* to direct the *Plan's* recordkeeper or another entity with appropriate authority under the *Plan* (an “*Authorized Administrator*”) to allocate the *Net Proceeds*, less reasonable fees and expenses of the *Trustee* and *Authorized Administrator* in an amount not to exceed \$80,000 (the “*Distributable Net Proceeds*”), pursuant to the *Plan of Allocation* attached as Exhibit 3. *Class Counsel* shall be notified as to the date(s) and amount(s) of said allocation(s). Comcast warrants that the *Plan Administrator* either has or will obtain the authority to direct that the *Net Proceeds* received by the *Trustee* be distributed according to the *Plan of Allocation*. *Defendants* shall have no liability in the event of any failure by the *Trustee* or *Authorized Administrator* to follow such directions provided that, in the event of any failure by the *Trustee* or *Authorized Administrator* to follow directions from the *Plan Administrator* given pursuant to this Section 10.2.5 or the *Plan of Allocation*, Comcast shall assist *Class Counsel* in seeking to enforce such directions.

11. Attorneys’ Fees and Expenses and Compensation to Named Plaintiffs.

11.1. Payment of Attorneys’ Fees. As provided in Section 2.1.4, and pursuant to the common fund doctrine and/or any applicable statutory fee provision, *Class Counsel* may apply to the *Court* for an award of attorneys’ fees in an amount not exceeding \$1,750,000. *Class Counsel* shall be entitled to receive such attorneys’ fees from the *Settlement Fund* to the extent awarded by the *Court*. *Class Counsel* agrees not to seek any other or further award of attorneys’ fees other than as provided for in this Section 11.1. *Defendants* shall have no responsibility for payment of attorneys’ fees and expenses to *Class Counsel* over and above payment from the *Settlement Fund*. *Defendants* shall not oppose *Class Counsel's* application for attorneys’ fees.

11.2. Payment of Expenses. As provided in Section 2.1.4, *Class Counsel* may apply to the *Court* for expenses incurred in connection with this *Action* in an amount not to exceed \$200,000. *Class Counsel* shall be entitled to receive an award of such expenses from the *Settlement Fund* to the extent ordered by the *Court*. *Class Counsel* agrees not to seek any other or further award of expenses other than as provided for in this Section 11.2. *Defendants* shall have no responsibility for the payment of such expenses over and above the *Settlement Fund*. *Defendants* shall not oppose *Class Counsel's* application for expenses.

11.3. Payment of Compensation Award. As provided in Section 2.1.4, *Class Counsel* may apply to the *Court* for compensation to *Named Plaintiff* as consideration for her time and effort devoted to the prosecution of the *Action* in an amount of up to \$10,000. *Named Plaintiff* shall be entitled to receive such a compensation award from the *Settlement Fund* to the extent ordered by the *Court* and agrees not to seek any other or further award other than as provided for in the *Plan of Allocation*. *Defendants* shall have no responsibility for payment of any compensation award over and above any payment from the *Settlement Fund*. *Defendants* shall not oppose the application for compensation awards to *Named Plaintiff*.

11.4. Disbursement of Attorneys’ Fees, Expenses and Compensation to Named Plaintiff. Immediately upon the entry of an order allowing the payment of attorneys’ fees and expenses from the *Settlement Fund*, or an order allowing the payment of a compensation award to the *Named Plaintiff* from the *Settlement Fund*, the *Escrow Agent* may instruct the *Financial Institution* in writing to disburse such payment(s) from the *Settlement Fund*, subject to *Class Counsel* providing an appropriate and mutually agreeable letter of credit to *Defendants’ Counsel*

if such letter of credit is requested by Defendants' Counsel's, and subject to *Class Counsel's* joint and several obligation to make appropriate refunds or repayments to the *Settlement Fund* plus accrued interest at the same net rate as is earned by the *Settlement Fund*, if and when, as a result of any successful objection, dispute, *Appeal Proceeding* or collateral attack of any kind, the fee or cost award is reduced or reversed.

12. Termination of the *Settlement Agreement*.

12.1. Termination. This *Settlement Agreement* may be terminated if (i) the *Court* declines to enter the Final Order, (ii) the Final Order entered by the *Court* is reversed or modified in any material respect by any *Appeal Proceeding*, provided that the terminating party, within fourteen (14) days from the date of such event, furnishes written notice to *Class Counsel* or *Defendants' Counsel*, as the case may be, of the termination of this Settlement, specifying the terms modified or not approved that give rise to the right to terminate, or (iii) the *Independent Fiduciary* does not authorize the *Settlement* as provided in Section 2.4.

12.2. Consequences of Termination of the *Settlement Agreement*. If the *Settlement Agreement* is terminated, the following shall occur:

12.2.1. *Class Counsel* and *Defendants' Counsel* shall within five (5) business days after the date of termination of the *Settlement Agreement* jointly notify the *Financial Institution* in writing to return within five (5) business days to *Comcast* the amount contributed by it to the *Settlement Fund*, with all net income earned thereon, after deduction of the amount disbursed or incurred for any necessary taxes and expenses set forth in Section 7.1.4, and any amount disbursed or incurred in connection with Class Notice as set forth in Section 10.1. The *Financial Institution* shall fully and finally fulfill any tax obligations of the *Settlement Fund* as set forth in Section 7.1.4.

12.2.2. The *Action* shall for all purposes revert to its status as of the day immediately before the *Settlement Agreement* was executed by the parties and the *Parties* shall request a scheduling conference with the *Court*. The *Parties* also agree that when requesting an amended schedule from the *Court*, no party will contend that the other has failed to comply, or otherwise seek to take advantage of a party's not complying, with dates in the Amended Scheduling Order. The terms of this *Settlement Agreement* shall not constitute nor be construed as an admission by any *Party*, nor be used against any *Party*, in any manner, whether as evidence or argument.

12.2.3. All provisions of this *Settlement Agreement* shall be null and void except as otherwise provided herein.

13. Miscellaneous Provisions.

13.1. Communications Regarding this *Settlement Agreement*. The Parties shall agree on the language of any press release announcing or relating to the *Settlement Agreement*.

13.2. Governing Law. This *Settlement Agreement* shall be governed by the laws of Pennsylvania without giving effect to the conflict of laws or choice of law provisions thereof, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

13.3. Destruction of Materials. Within thirty (30) days after the *Final Order* becomes *Final*, the Parties shall fully comply with the applicable provisions of the Confidentiality Stipulation and Protective Order concerning the destruction of materials.

13.4. Amendment. Before entry of the *Final Order*, the *Settlement Agreement* may be modified or amended only by written agreement signed by or on behalf of all *Parties*. Following entry of the *Final Order*, the *Settlement Agreement* may be modified or amended only by written agreement signed on behalf of all *Parties* and approved by the *Court*. Amendments or modifications may be made without notice to the *Class* unless notice is required by law or the *Court*.

13.5. Waiver. The provisions of this *Settlement Agreement* may be waived only by an instrument in writing executed by the waiving party. The waiver by any party of any breach of this *Settlement Agreement* shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this *Settlement Agreement*.

13.6. Construction. None of the *Parties* hereto shall be considered to be the drafter of this *Settlement Agreement* or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

13.7. Principles of Interpretation. The following principles of interpretation apply to this *Settlement Agreement*:

13.7.1. Headings. The headings of this *Settlement Agreement* are for reference purposes only and do not affect in any way the meaning or interpretation of this *Settlement Agreement*.

13.7.2. Singular and Plural. Definitions apply to the singular and plural forms of each term defined.

13.7.3. Gender. Definitions apply to the masculine, feminine, and neuter genders of each term defined.

13.7.4. Terms of Inclusion. Whenever the words “include,” “includes,” or “including” are used in this *Settlement Agreement*, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

13.8. Further Assurances. Each of the *Parties* agrees, without further consideration, and as part of finalizing the *Settlement* hereunder, that they will in good faith execute and deliver

such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter and purpose of this *Settlement Agreement*.

13.9. Notices. Any notice, demand, or other communication under this *Settlement Agreement* (other than the *Class Notice*, or other notices given at the direction of the *Court*) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail (postage prepaid), sent by confirmed facsimile, or delivered by reputable express overnight courier:

IF TO PLAINTIFFS:

Wolf Haldenstein Adler Freeman & Herz LLP
Attn: Kate M. McGuire, Esq.
270 Madison Avenue
New York, New York 10016
(212) 545-4600

IF TO DEFENDANTS:

Ballard Spahr LLP
Attn: Matthew A. White, Esq.
1735 Market Street, 51st Floor
Philadelphia, PA 19103
(215) 665-8500

The *Plaintiffs* and the *Defendants* may change the address at which they are to receive notice by written notice delivered to each other in the manner described above.

13.10. Entire Agreement. This *Settlement Agreement* contains the entire agreement between the *Parties* relating to this *Settlement*.

13.11. Counterparts. This *Settlement Agreement* may be executed by exchange of faxed executed signature pages, and any signature transmitted by facsimile for the purpose of executing this *Settlement Agreement* shall be deemed an original signature for purposes of this *Settlement Agreement*. This *Settlement Agreement* may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

13.12. Binding Effect. This *Settlement Agreement* binds and inures to the benefit of the *Parties* and their *Representatives*, assigns, heirs, administrators, executors, and successors.

13.13. Jurisdiction. The *Court* shall have jurisdiction over the *Parties* and the claims asserted in the Action as stated in the *Final Order*.

IN WITNESS WHEREOF, the *Parties* have executed this *Settlement Agreement* on September 24, 2010.

Dated: September 24, 2010

FOR THE PLAINTIFFS:

WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLC

/s/ Mark C. Rifkin

Mark C. Rifkin

Michael Jaffe

WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP

270 Madison Avenue
New York, New York 10016
(212) 545-4600

rifkin@whafh.com

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Michael D. Donovan
DONOVAN SEARLES, LLC
1845 Walnut Street, Suite 1100
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(215) 732-6067

mdonovan@donovansearles.com

Thomas J. McKenna
GAINEY & MCKENNA
295 Madison Avenue
New York, New York 10017
(212) 983-1300

tjmckenna@gaineyandmckenna.com

FOR THE DEFENDANTS:

BALLARD SPAHR LLP
GROOM LAW GROUP

/s/ M. Norman Goldberger

M. Norman Goldberger
Matthew A. White
Laura E. Krabill
Robyn D. Levitan
Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103
(215) 665-8500

GoldbergerM@ballardspahr.com

WhiteMA@ballardspahr.com

KrabillL@ballardspahr.com

LevitanR@ballardspahr.com

Michael J. Prame (admitted *pro hac vice*)
Thomas S. Gigot (admitted *pro hac vice*)
Julia E. Zuckerman (admitted *pro hac vice*)
Groom Law Group, Chartered
1701 Pennsylvania Avenue, NW
12th Floor
Washington, DC 20006
(202) 857-0620

mjp@groom.com

tsg@groom.com

jez@groom.com

585135

Exhibit 1 to Class Action Settlement Agreement

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

-----X
:

IN RE COMCAST CORPORATION : MASTER FILE NO. 2:08-cv-00773-HB

ERISA LITIGATION :

:

:

-----X

**FINDINGS AND ORDER PRELIMINARILY APPROVING
PROPOSED SETTLEMENT, APPROVING FORM AND
DISSEMINATION OF CLASS NOTICE, AND SETTING DATE
FOR HEARING ON FINAL APPROVAL OF SETTLEMENT**

This litigation involves claims for alleged violations of the Employee Retirement Income Security Act of 1974, as amended 29 U.S.C. §§ 1001, *et seq.*, with respect to the Comcast Retirement-Investment Plan (the "*Plan*").¹

Presented to the *Court* for preliminary approval is a settlement of the litigation as against all *Defendants*. The terms of the *Settlement Agreement* are set out in a Class Action Settlement Agreement dated September 24, 2010 (the "*Settlement Agreement*") [Docket Entry No. ___], executed by counsel on behalf of the *Named Plaintiff* and the *Defendants*. To the extent not otherwise defined herein, all terms shall have the same meaning as used in the *Settlement Agreement*.

The *Court* has preliminarily considered the *Settlement Agreement* to determine, among other things, whether the *Settlement Agreement* is sufficient to warrant the issuance of notice to members of the *Class*. Upon reviewing the *Settlement Agreement* and motion papers relating to the request for preliminary approval of the *Settlement Agreement*, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

¹ Capitalized and italicized terms not otherwise defined this Order shall have the same meaning as ascribed to them in the *Settlement Agreement*.

1. Preliminary Findings Regarding Proposed Settlement. The *Court* preliminarily finds that (i) the proposed *Settlement Agreement* resulted from extensive arm's-length negotiations, (ii) the *Settlement Agreement* was executed only after *Class Counsel* had conducted extensive pre-settlement investigation, motion practice and discovery, (iii) counsel for the *Named Plaintiff* has concluded that the *Settlement Agreement* is fair, reasonable and adequate, and (iv) the *Settlement Agreement* is sufficiently fair, reasonable, and adequate to warrant sending notice of the *Settlement Agreement* to the *Class*.

2. Fairness Hearing. A hearing is scheduled for _____, 2010 (the "*Fairness Hearing*") to determine, among other things:

- Whether the *Settlement Agreement* should be approved as fair, reasonable and adequate;
- Whether the litigation should be dismissed with prejudice as to the *Defendants* pursuant to the terms of the *Settlement*;
- Whether the Class Notice, implemented pursuant to the *Settlement Agreement* (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the *Class* of the pendency of the litigation, their right to object to the *Settlement Agreement*, and their right to appear at the *Fairness Hearing*, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice and (iv) met all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;

- Whether *Class Counsel* adequately represented the *Class* for purposes of entering into and implementing the *Settlement Agreement*;
- Whether the *Plan of Allocation* should be approved;
- Whether the motion for attorneys' fees and expenses filed by *Class Counsel* should be approved; and
- Whether the motion for compensation for the *Named Plaintiff* should be approved.

3. Class Notice. The *Parties* have presented to the *Court* a proposed form of *Class Notice*, which is appended hereto as Exhibits A. The *Court* finds that the *Class Notice* fairly and adequately (a) describes the terms and effect of the *Settlement Agreement*; (b) notifies the *Class* concerning the proposed *Plan of Allocation*, (c) notifies the *Class* that *Class Counsel* will seek compensation from the *Settlement Fund* for attorney's fees not to exceed \$1,750,000, for reimbursement of expenses not to exceed \$200,000, and for compensation to the *Named Plaintiff* not to exceed \$10,000; (d) gives notice to the *Class* of the time and place of the *Fairness Hearing*; and (e) describes how the recipients of the *Class Notice* may object to any of the relief requested. The *Parties* have proposed the following manner of communicating the notice to members of the *Class*, and the *Court* finds that such proposed manner is the best notice practicable under the circumstances, and directs that *Class Counsel* shall:

- By no later than 45 days before the *Fairness Hearing*, cause the *Class Notice*, with such non-substantive modifications thereto as may be agreed upon by the *Parties*, to be mailed by first-class mail, postage prepaid, to the last known address of each *Person* within the *Class* who can be identified by reasonable effort. Comcast shall cooperate with *Class*

Counsel by providing, in electronic format, the names and addresses of *Persons* to whom the *Class Notice* is to be sent by first-class mail. The names and addresses *Class Counsel* obtain pursuant to this order shall be used solely for the purpose of providing notice of this *Settlement Agreement* and for no other purpose.

- By no later than 45 days before the *Fairness Hearing*, cause the *Summary Notice*, in the form appended hereto as Exhibit B, to be published in *USA Today* or an alternate publication mutually agreed on by the parties, with such modifications thereto as may be agreed upon by the parties.
- At or before the *Fairness Hearing*, *Class Counsel* shall file with the *Court* a proof of timely compliance with the foregoing requirements.

4. Website Access. *Class Counsel* shall publish a copy of the *Settlement Agreement* (including exhibits, such as the *Plan of Allocation*), *Class Notice* and *Summary Notice* on their Internet website and shall make copies of such documents available to any *Class Member* free of charge upon request.

5. Objections to Settlement. Any member of the *Class* who wishes to object to the fairness, reasonableness, or adequacy of the *Settlement*, to the *Plan of Allocation*, to any term of the *Settlement Agreement*, to the proposed award of attorneys' fees and expenses, or to any request for compensation for the *Named Plaintiff*, must file an objection. An objector must file with the *Court* a statement of his, her or its objection(s), specifying the reason(s), if any, for each such objection made, including any legal support and/or evidence that such objector wishes to bring to the *Court's* attention or introduce in support of such objection, including, without limitation, the names, addresses, and telephone numbers of any witness the objector may call to

testify. The objector must also mail the objection and all supporting law and/or evidence to *Class Counsel* and to *Defendants'* counsel. The addresses for filing objections with the *Court* and service on counsel are as follows:

Clerk of the Court
United States District Court
Eastern District of Pennsylvania
James A. Byrne Federal Courthouse
601 Market Street
Philadelphia, PA 19106-1797
Re: Case No. 2:08-cv-00773-HB

To *Class Counsel*:

Mark C. Rifkin
Michael Jaffe
Wolf Haldenstein Adler Freeman & Herz LLP
270 Madison Avenue
New York, New York 10016

To *Defendants'* Counsel:

M. Norman Goldberger
Matthew A. White
Laura E. Krabill
Robyn D. Levitan
Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103

The objector or his or her counsel (if any) must effect service of copies of the objection on counsel listed above and file it with the *Court* by no later than ten (10) business days before the date of the *Fairness Hearing*. If an objector hires an attorney to represent him or her for the purposes of making such objection pursuant to this paragraph, the attorney must both effect service of a notice of appearance on counsel listed above and file it with the *Court* by no later than ten (10) business days before the date of the *Fairness Hearing*. Any member of the *Class* or other *Person* who does not timely file and serve a written objection complying with the terms

of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the *Settlement*, and any untimely objection shall be barred.

6. Deposition of Objector. Any objector who files and serves a timely, written objection in accordance with paragraph 5 above shall be subject to a deposition that may be conducted by *Class Counsel* and/or *Defendants'* counsel concerning his or her reasons for objecting to the Settlement.

7. Appearance at Fairness Hearing. Any objector who files and serves a timely, written objection in accordance with paragraph 6 above may also appear at the *Fairness Hearing* either in person or through counsel retained at the objector's expense. Objectors or their attorneys intending to appear at the *Fairness Hearing* must effect service of a notice of intention to appear setting forth, among other things, the name, address, and telephone number of the objector (and, if applicable, the name, address, and telephone number of the objector's attorney) on *Class Counsel* and *Defendants'* counsel (at the addresses set out above) and file it with the *Court* by no later than ten (10) business days before the date of the *Fairness Hearing*. Any objector who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to appear at the *Fairness Hearing*, except for good cause shown.

8. Notice Expenses. The expenses of printing and mailing all notices required hereby shall be paid from the *Settlement Fund* as provided in Section 9 of the *Settlement Agreement*.

9. Service of Papers. *Defendants'* counsel and *Class Counsel* shall promptly furnish each other with copies of any and all objections that come into their possession.

10. Termination of Settlement. This Order shall become null and void, and shall be

without prejudice to the rights of the *Parties* if the *Settlement* is terminated in accordance with the *Settlement Agreement*. In such event, Section 12 of the *Settlement Agreement* shall govern the rights of the *Parties*.

11. Use of Order. This Order shall not be construed or used as an admission, concession, or declaration by or against *Defendants* of any fault, wrongdoing, breach, or liability. This Order shall not be construed or used as an admission, concession, or declaration by or against the *Named Plaintiff* or the *Class* that their claims lack merit or that the relief requested in the *Action* is inappropriate, improper or unavailable, or as a waiver by any party of any arguments, defenses, or claims he, she, or it may have in the event that the *Settlement Agreement* is terminated.

12. Jurisdiction. The Court hereby retains jurisdiction for purposes of implementing the *Settlement Agreement*, and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the *Settlement Agreement* as may from time to time be appropriate and to resolve any and all disputes arising thereunder.

13. Continuance of Hearing. The *Court* reserves the right to continue the *Fairness Hearing* without further written notice.

SO ORDERED this _____ day of _____, 2010.

HON. HARVEY BARTLE III, Chief Judge
United States District Judge

Exhibit A to Preliminary Approval Order

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

)	Master File No. 2:08-cv-00773-HB
IN RE COMCAST CORPORATION)	
ERISA LITIGATION)	
)	

NOTICE OF CLASS ACTION SETTLEMENT

**Your legal rights might be affected
if you are a member of the following class:**

All persons (“Class Members” or “Participants”) who were participants in or beneficiaries of the Comcast Corporation Retirement Investment Plan (the “Plan”) from February 1, 2007 through December 5, 2007, inclusive (the “Class Period”), and whose accounts included investments in the Comcast Class A Common Stock fund or the Comcast Class A Special Common Stock Fund (“Comcast Stock”) (the “Class”).

**PLEASE READ THIS NOTICE CAREFULLY.
A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION.
YOU HAVE NOT BEEN SUED.**

- The Court has preliminarily approved a proposed settlement (the “Settlement”) of a class action lawsuit brought under the Employee Retirement Income Security Act of 1974 (often referred to as ERISA) against Comcast Corporation (the “Company” or “Comcast”) and certain individuals. The Settlement will provide for payments to the Plan and for allocation of those payments to the accounts of members of the Class who had portions of their accounts invested in Comcast Stock. The Settlement is summarized below.
- A hearing on the final approval of the Settlement and for approval of the Plaintiff’s motion for attorneys’ fees and expenses and compensation to the Named Plaintiff (the “Fairness Hearing”) has been scheduled by the Court for _____, 2010, at ____m., before United States District Judge Harvey Bartle, III. The hearing will be held at the United States District Court, Eastern District Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797, Courtroom 16-A, or in the courtroom then occupied by Judge Bartle.
- Any objections to the Settlement, or to the motion for attorneys’ fees and expenses and/or any award to the Named Plaintiff, must be served in writing on Class Counsel for the Class and Defendants’ Counsel, as identified on page ___ of this Class Notice. The procedure for objecting is described below.

- This Class Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in the Settlement Agreement dated September 24, 2010. Capitalized and italicized terms used in this Class Notice but not defined in this Class Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement, and additional information with respect to this lawsuit and the Settlement, are available at www.whafh.com, or from Class Counsel identified below.

PLEASE READ THIS CLASS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE CLASS TO WHOM THIS CLASS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT:	
YOU CAN DO NOTHING.	If the Settlement is approved by the Court and you are a member of the Class, you will receive whatever cash or other benefits are provided to you under the Settlement without having to file a claim or take any other action.
OBJECT TO SETTLEMENT (BY ____, 2010)	If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and counsel about why you object to the Settlement.
GO TO A HEARING (TO BE HELD ON ____, 2010)	If you submit a written objection to the Settlement to the Court and counsel no later than ten (10) business days prior to the Fairness Hearing, you may (but do not have to) attend the Fairness Hearing and present your objections to the Court. You may attend the Fairness Hearing even if you do not file a written objection, but you may not be permitted to address the Court at the Fairness Hearing if you do not timely notify the Court and counsel of your intention to appear at the Fairness Hearing ten (10) business days before Final Hearing as described herein.

- These rights and options – **and the deadlines to exercise them** – are explained in this Class Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeals.
- Further information regarding the litigation and this Class Notice may be obtained by contacting Class Counsel, listed on page __ below.

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SUMMARY OF THE SETTLEMENT

A Settlement Fund has been created as a consequence of the Settlement. In addition, certain non-monetary benefits will be provided to Class Members who are current Plan participants as a consequence of the Settlement.

What is the Settlement Fund?

The Settlement Fund is a \$5,000,000 payment which the Company will pay into escrow, plus any accrued interest. The amount remaining in the Settlement Fund after payment of any Court-approved attorneys' fees and expenses, any costs associated with Class Notice and the administration of the Settlement Fund, any Court-approved compensation to the Named Plaintiffs, and any taxes owed by the Settlement Fund (the "Net Proceeds"), will be allocated to members of the Class according to a Plan of Allocation to be approved by the Court.

What Are the Non-Monetary Benefits of the Settlement?

The following non-monetary consideration will be provided by Defendants in addition to the \$5,000,000 in monetary consideration:

Participant Education. Comcast will engage Financial Engines Advisors, LLC, or a comparable service provider, to make base-level investment advisory services available to all Plan Participants who elect to receive such services, for a period of at least 3 years, and without any enrollment periods. Comcast will pay for all set-up fees and for any ongoing, per-participant access fee for those Plan Participants who elect to receive the base level service. Plan Participants receiving additional services may be charged additional fees, including for example fees based on a percentage of their assets under management. Comcast will not pay for these additional fees. Comcast will notify Plan Participants annually of their right to utilize the services described in this Section 8.1.1 of the Settlement Agreement. The three-year period described in this Section 8.1.1 of the Settlement Agreement shall commence on a date to be determined by Comcast and that is no later than July 1, 2011.

Diversification Notice. For a period of at least 3 years, Comcast will issue, at its own expense, an annual diversification notice to Plan Participants. The notice will be issued to those participants who are identified as having more than 10% of their total account balance invested in the Comcast Stock Funds. The three-year period described in this Section 8.1.2 of the Settlement Agreement shall commence on a date to be determined by Comcast and that is no later than July 1, 2011.

Plan Disclosures. Comcast will provide, at its own expense, additional Plan disclosures as part of an online total compensation statement that Comcast intends to develop for active employees. Comcast will endeavor to include such disclosures for three years if reasonably practicable based on the terms of its contract with the provider of the statement.

Fiduciary Training. For a period of at least 3 years, Comcast will provide, at its own expense, an annual fiduciary training session to members of the Plan's Committee, as defined in Article X of the Plan. The three-year period described in this Section 8.1.4 of the Settlement

Agreement shall commence on a date to be determined by Comcast and that is no later than July 1, 2011.

Restrictions on the Sale of Company Stock. Comcast agrees to take no action, for a period of at least 3 years, to restrict Plan Participants' ability to sell Company stock within the Plan. The three-year period described in this Section 8.1.5 of the Settlement Agreement shall commence on the date that the Final Order becomes Final.

Statement Of Attorneys' Fees And Out-Of-Pocket Expenses Sought In The Action

Class Counsel will apply to the Court for an order awarding attorneys' fees in an amount not in excess \$1,750,000 from the Settlement Fund, plus reimbursement of expenses not to exceed \$200,000. The actual amount of attorneys' fees, costs, expenses and any awards to the Named Plaintiffs will be determined by the Court.

What Will the Named Plaintiffs Get?

The Named Plaintiff in the Action (defined below) will share in the allocation of the money paid to the Plan on the same basis and to the same extent as all other members of the Settlement Class, except that, in addition, the Named Plaintiff may apply to the Court for compensation of up to \$10,000, plus reimbursement of the reasonable costs and expenses directly relating to his or her representation of the Class. Any compensation awarded to the Named Plaintiff by the Court will be payable from the Settlement Fund.

GENERAL INFORMATION

1. Why did I receive this notice?
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This Action is pending in the United States District Court for the Eastern District of Pennsylvania. The judge presiding over the case is the Honorable Harvey Bartle III. The Named Plaintiff Janell Moore brings this Action against Comcast and certain individuals who held positions related to the Plan during the Class Period (the "Defendants").

The Court caused this Class Notice to be sent to you because, if you fall within that group, you have a right to know about the Settlement and about all of your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the net amount of the Settlement Fund will be paid to the Plan and then allocated among Class Members according to a Court-approved Plan of Allocation. This Class Notice package describes the litigation, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. This Notice is not an expression of an opinion by the Court as to the merits of any of the claims or defenses asserted in the Action.

2. How do I obtain more information?

For further information on the litigation and this Notice, you can call, e-mail, or address

written questions to any of the attorneys listed below:

Kate M. McGuire
**WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP**
270 Madison Avenue
New York, New York 10016
Telephone: (212) 545-4600
Facsimile: (212) 545-4563
mcguire@whafh.com

Class Counsel has also established a toll-free phone number to receive your comments and questions: ____ [To be added.] _____.

Please do not contact the Court or Defendants. They will not be able to answer your questions.

3. What is this lawsuit about?

On February 15, 2008, an action was commenced by a former Plan participant – on behalf of himself and all other Plan participants and beneficiaries – in the United States District Court for the Eastern District of Pennsylvania, against Defendants. On April 14, 2008, the Court appointed Wolf Haldenstein Adler Freeman & Herz (“Wolf Haldenstein”) to serve as Interim Class Counsel, and Donovan Searles, LLC to serve as Interim Liaison Counsel to represent you and the other Class Members. On March 20, 2009, a consolidated second amended complaint was filed, with Janell Moore intervening to serve as the Named Plaintiff.

The Claims in the Action

On March 20, 2009, Wolf Haldenstein filed the Second Amended Complaint for Violation of the Employee Retirement Income Security Act (the “Amended Complaint”) against Comcast and the following individual defendants: Comcast, Arthur Block, David L. Cohen, William Dordelman, Charisse Lillie, Melanie Penna, Lawrence J. Salva, William Strahan, Stanley Wang, Elizabeth Weber, and Michael J. Angelakis. The Complaint alleges, among other things, that the Defendants breached their fiduciary duties to the Plan participants and beneficiaries, in violation of §§ 404 and 405 of ERISA, 29 U.S.C. §§ 1104 and 1105, by imprudently permitting the Plan to purchase and hold shares of Comcast Stock when Defendants knew or should have known that Comcast Stock was an imprudent investment of Plan assets due to Comcast’s financial condition throughout the Class Period.

On July 7, 2008, the Defendants filed their motion to dismiss the Complaint. On October 28, 2008, the Court granted Defendants’ dismissal motion with respect to the Named Plaintiff’s claim based on the alleged breach of the fiduciary duty of candor, as well as all claims against Michael J. Angelakis, but denied Defendants’ motion in all other respects. On December 11, 2008, the Defendants answered the Complaint, denying all allegations of wrongdoing asserted against them and asserting affirmative defenses. The Defendants maintain that they are not

liable to the Class or any of its members and the Court has made no findings with respect to Defendants' liability herein.

After extensive factual discovery and briefing, on April 6, 2010, the Court certified the Class, and appointed Wolf Haldenstein as Class Counsel.

The Defenses in the Action

In their Answer to the Complaint, the Defendants not only denied each and every material allegation of the Complaint but also pleaded affirmative defenses which, if established by the evidence, would have resulted in judgment in the Defendants' favor. Had the Settlement described herein not been reached and this case adjudicated on the merits, the Defendants would have argued that judgment should be entered in their favor because, among other things:

- The Defendants were not fiduciaries of the Plan, or, if they were fiduciaries, their fiduciary duties did not extend to the matters at issue in the Action;
- To the extent they were fiduciaries as to the matters at issue in the Action, the Defendants fully discharged all fiduciary duties imposed on them by ERISA;
- Any alleged breach of fiduciary duty did not cause the losses alleged by the Named Plaintiff or the Class;
- Company Stock was a prudent investment choice throughout the Class Period; and
- The Company fully and adequately disclosed all necessary and relevant information about its financial condition, business operations and prospects throughout the Class Period.

The Action Has Been Aggressively Litigated

Counsel for the Named Plaintiff have conducted an extensive investigation of the allegations in the Action and of the losses suffered by the Plan, with the assistance and active involvement of experts in the areas of damages under ERISA. Through that investigation and through discovery of information in the Action, counsel for the Named Plaintiff have obtained and reviewed the Plan governing documents and materials, communications with Plan participants, internal Company documents regarding the Plan, SEC filings, press releases, public statements, news articles and other publications and other documents.

The Named Plaintiff had her deposition taken by the Defendants and responded to the Defendants' requests for certain information.

Statement of Potential Outcome of the Action

As with any litigated case, the Named Plaintiff and the Class would face an uncertain outcome if the Action were to continue against the Defendants. Continued litigation of the Action against these Defendants could result in a judgment or verdict greater or lesser than the

recovery under the Settlement Agreement, or no recovery at all, or a judgment or verdict in favor of the Defendants.

Throughout this Action, the Named Plaintiff and the Defendants have disagreed on both liability and recoverable losses, and they do not agree on the amount that would be recoverable even if the Named Plaintiff and the Class were to prevail at trial. The Defendants have denied and continue to deny the claims and contentions alleged by the Named Plaintiff, that they are liable at all to the Class, and that the Class or the Plan have suffered any damages for which the Defendants could be held legally responsible. Nevertheless, the Defendants have taken into account the uncertainty and costs inherent in any litigation, particularly in a complex case such as this, and have concluded that it is desirable that the Action be fully and finally settled as to them on the terms and conditions set forth in the Settlement Agreement.

Settlement Discussions

The Settlement is the product of extensive negotiations between Class Counsel and the Defendants' counsel, including settlement negotiations before a mediator jointly retained by the Parties.

4. Why is this a class action?

In a class action, one or more persons sue on behalf of people who have similar claims. All of the people who have similar claims collectively make up the "Class" and are referred to individually as "Class Members." By its opinion, dated April 6, 2010, the Court determined that this Action should proceed as a class action because, among other reasons, separate lawsuits by individual Class Members would create a risk of inconsistent or varying judgments or judgments that would affect the interests of Class Members who are not parties to the Action. If this lawsuit remains certified and is resolved as a class action, this lawsuit would resolve the issues and claims for all Class Members together.

5. Why is there a Settlement?

The Court has not reached any final decisions in connection with the claims against the Defendants. Instead, the Named Plaintiff and the Defendants have agreed to the Settlement. In reaching the Settlement, they have avoided the cost and time of a trial.

On the one hand, continuation of the case against the Defendants could result in a judgment greater than this Settlement. On the other hand, continuing the case against them could result in a judgment for less money than the Named Plaintiff has obtained in this Settlement, or no recovery at all. Based on these factors, the Named Plaintiff and her counsel believe that the Settlement is best for all Class Members.

6. Are filed papers in this lawsuit available?

This Notice does not fully describe all of the claims and contentions of the parties. The pleadings and other papers filed in the ERISA Action are available for inspection, during regular business hours, at the Office of the Clerk of the Court, United States District Court for the Eastern District of Pennsylvania. In addition, you may obtain a copy of the Amended Complaint, the Court's decision on Defendants' Motion to Dismiss the Action, the Court's decision on Plaintiffs' Motion for Class Certification, and certain other documents filed with the Court in this Action by contacting Class Counsel, whose contact information is listed on page ___ above.

7. I am still not sure if I am included in the Class.

By Order dated April 6, 2010, the Court certified a class of participants in and beneficiaries of the Plan, as described in the first paragraph of this document. Everyone who fits that description is a Class Member. If you are still not sure whether you are included in the Class, you may consult an attorney of your own choosing, or the Wolf Haldenstein attorneys listed on pages ___ (above). Please do not contact the Court or Defendants. They will not be able to answer your questions.

8. Can I exclude myself from the Class?

In some class actions, class members have the opportunity to exclude themselves from the class. This is sometimes referred to as "opting-out" of the class. However, because the Class in this ERISA action was certified under Federal Rule of Civil Procedure 23(b)(1) and 23(b)(2) as a "non opt-out" class action, you do not have the right to exclude yourself from the Class and you will be bound by any judgments or orders that are entered in this action, whether favorable or unfavorable.

THE SETTLEMENT BENEFITS – WHAT YOU GET

9. What does the Settlement provide?

The Settlement calls for the Company to pay \$5,000,000 into the Settlement Fund, and provides certain non-monetary benefits to Plan participants.

The amount remaining in the Settlement Fund after payment of any Court-approved attorneys' fees and expenses, any costs associated with Class Notice and the administration of the Settlement Fund, any Court-approved compensation to the Named Plaintiff, any taxes owed by the Settlement Fund, and any costs of the Independent Fiduciary exceeding \$100,000 (the "Distributable Net Proceeds"), will be allocated to members of the Class according to a Plan of Allocation to be approved by the Court. The amount of money a Class Member receives under the Settlement and Plan of Allocation is referred to in this Notice as the Settlement Payment. Class Members who cannot be located through reasonable effort will be excluded from the Plan

of Allocation and will not receive a Settlement Payment. In addition, if the proportionate recovery of a Class Member under the Plan of Allocation is *de minimis*, it may be distributed *pro rata* to other Class Members. As permitted under the Plan, the Company will deposit the Settlement Payment into the existing Plan accounts of Class Members who are current Plan participants at the time of the distribution. With respect to Class Members who are not Plan participants at the time of the distribution, the Settlement Payment will be mailed to the Class Member's last known mailing address. (All costs of providing notice to the Class, as well as all costs associated with administering the Settlement Fund, will be borne by the Settlement Fund.)

As part of the Settlement, the following non-monetary consideration will be provided by Defendants in addition to the \$5,000,000, in monetary consideration:

Participant Education. Comcast will engage Financial Engines Advisors, LLC, or a comparable service provider, to make base-level investment advisory services available to all *Plan* Participants who elect to receive such services, for a period of at least 3 years, and without any enrollment periods. Comcast will pay for all set-up fees and for any ongoing, per-participant access fee for those Plan Participants who elect to receive the base level service. Plan Participants receiving additional services may be charged additional fees, including for example fees based on a percentage of their assets under management. Comcast will not pay for these additional fees. Comcast will notify Plan Participants annually of their right to utilize the services described in this Section 8.1.1 of the Settlement Agreement. The three-year period described in this Section 8.1.1 of the Settlement Agreement shall commence on a date to be determined by Comcast and that is no later than July 1, 2011.

Diversification Notice. For a period of at least 3 years, Comcast will issue, at its own expense, an annual diversification notice to Plan Participants. The notice will be issued to those participants who are identified as having more than 10% of their total account balance invested in the Comcast Stock Funds. The three-year period described in this Section 8.1.2 of the Settlement Agreement shall commence on a date to be determined by Comcast and that is no later than July 1, 2011.

Plan Disclosures. Comcast will provide, at its own expense, additional Plan disclosures as part of an online total compensation statement that Comcast intends to develop for active employees. Comcast will endeavor to include such disclosures for 3 years if reasonably practicable based on the terms of its contract with the provider of the statement.

Fiduciary Training. For a period of at least 3 years, Comcast will provide, at its own expense, an annual fiduciary training session to members of the Plan's Committee, as defined in Article X of the Plan. The three-year period described in this Section 8.1.4 of the Settlement Agreement shall commence on a date to be determined by Comcast and that is no later than July 1, 2011.

Restrictions on the Sale of Company Stock. Comcast agrees to take no action, for a period of at least 3 years, to restrict Plan Participants' ability to sell Company stock within the Plan. The three-year period described in this Section 8.1.5 of the Settlement Agreement shall commence on the date that the Final Order becomes Final.

In exchange for the consideration described above, all Class Members and anyone claiming through them will be deemed to fully release the “Defendant Releasees” from “Released Claims.” The Defendant Releasees and Released Claims are defined and are described in more detail in the Settlement Agreement. The Defendant Releasees include, but are not limited to, the Defendants and their predecessors, successors, officers, directors, employees, attorneys, agents, any person who served as an advisor, trustee, sponsor, or named or functional fiduciary of the Plan, and any representatives of the foregoing. The Released Claims generally include any and all claims of any nature whatsoever, including, but not limited to, claims related to matters that are referenced in the Complaint or which were or could have been asserted in the Action, any action or inaction relating to Company stock, and any claims that relate to the Company’s public or financial disclosures. The Released Claims include claims that are not known or suspected to exist at the time such Releases are given. This means that Class Members will not have the right to sue the Defendant Releasees for anything related to the investment of Plan assets or to other alleged fiduciary misconduct during the Class Period concerning the Plan.

The above description is only a summary. The governing terms of the Settlement are set forth in the Settlement Agreement.

10. How much will my payment be?

You are not required to submit any claim or other form to receive an allocation from this Settlement and you are not responsible for determining the amount you may be entitled to receive under the Settlement. The calculation of the amount you are entitled to receive will be done as part of the implementation of the Settlement, and will be based upon records maintained by the Plan and/or current or former recordkeepers of the Plan. If you have questions regarding the Settlement or the Plan of Allocation, please contact Class Counsel listed on page __ above.

Your share of the Distributable Net Proceeds will depend on your loss, as calculated pursuant to a Court-approved Plan of Allocation, related to investment by the Plan in the Company Stock Fund during the Class Period (the “Recognized Loss”), and the amount of that loss relative to the Recognized Loss of all other Class Members. Because the Distributable Net Proceeds is an amount that is less than the total Recognized Losses of the Class, each Class Member’s proportionate recovery will be less than his or her Recognized Loss. Class Members who cannot be located through reasonable effort will be excluded from the Plan of Allocation and will not receive a Settlement Payment.

In general, each eligible Class Member’s proportionate share of the Distributable Net Proceeds will be calculated as follows:

- Using the Plan’s current records and other records that may be reasonably located, the Plan recordkeeper or any other entity retained by the Company for purposes of effectuating the Settlement shall identify each member of the Class.
- A “Recognized Loss” will be calculated for each member of the Class, equal to

- a. the sum of:
- (i) the dollar amount of the Participant's account balance invested in the Company Stock Fund as of February 1, 2007; and
 - (ii) the dollar amount of investments in the Company Stock Fund (through employee contributions, employer contributions in cash or stock or cash dividends) added to the Participant's account from February 1, 2007, through and including December 5, 2007;
- b. minus the sum of:
- (iii) the dollar amount of a Participant's account balance invested in the Company Stock Fund as of December 5, 2007; and
 - (iv) the dollar amount of all distributions and transfers of the Company Stock Fund from a Participant's account from February 1, 2007 through and including December 5, 2007.
- Following all of the above calculations the Recognized Losses of all Class members will be totaled, which total shall equal the Aggregate Recognized Loss for the Class. A Recognized Loss percentage will be calculated for each Class Member, which will equal the ratio of each Class Member's Recognized Loss to the Aggregated Recognized Loss. Each Class Member will receive a share of the Distributable Net Proceeds equal to the amount of the Distributable Net Proceeds multiplied by his or her Recognized Loss percentage.
 - If, based on the above calculations, the proportionate recovery of a Class Member is *de minimis* (\$20 or such lower amount deemed by Class Counsel to be appropriate), such *de minimus* amounts may be distributed pro rata to other Class Members.
 - Distributions from Class Member Accounts, including automatic distribution of small account balances for inactive accounts, will be governed by applicable Plan provisions and procedures. If the owner(s) of a Class Member Account cannot be located, such Class Member Account will be administered in accordance with applicable Plan provisions and procedures regarding unlocatable participants. If the owner of a Class Member Account is deceased, such Class Member Account will be administered in accordance with applicable Plan provisions and procedures regarding deceased participants. If a Qualified Domestic Relations Order is in effect which applies to a Class Member Account, the procedures of the Plan regarding Qualified Domestic Relations Orders shall apply.
 - Class Member Accounts for Section 16 officers or any of the individual Defendants shall receive no allocation of the Distributable Net Proceeds.

11. How can I get a payment?

You do not need to file a claim. As permitted under the Plan, the Company will deposit the Settlement Payment into the existing Plan accounts of Class Members who are current Plan participants at the time of the distribution. With respect to Class Members who are no longer Plan participants at the time of the distribution, the Settlement Payment will be mailed to the Class Member's last known mailing address. Class Members who cannot be located through reasonable effort will be excluded from the Plan of Allocation and will not receive a Settlement Payment. If you have not provided the Plan with your current address, please contact Class Counsel listed above as soon as possible.

12. When will I get my payment?

Payment is conditioned on several matters, including the Court's approval of the Settlement and such approval becoming final and no longer subject to any appeals to any Court. Any appeal of the final approval may take several years. If the Settlement is approved by the Court, and there are no appeals from such approval, it is reasonably anticipated that the Settlement Payment will be distributed during early or mid-2011. Accrued interest on the Settlement Fund will be included in the amount paid to the Plan.

There Will Be No Payments If The Settlement Agreement Is Terminated.

The Settlement Agreement may be terminated on several grounds, including if (1) the Court does not approve or materially modifies the Settlement or (2) either as modified by the Court or as a result of reversal or modification on appeal, the Court's Final Order in the case does not satisfy certain terms of the Settlement. Should the Settlement Agreement be terminated, the Settlement will be terminated, and the Action will proceed as if the Settlement Agreement had not been entered into.

13. Can I get out of the Settlement?

You do not have the right to exclude yourself from the Settlement. The Action was certified under Federal Rule of Civil Procedure 23(b)(1) as a non "opt-out" class action because the Court determined the requirements of those rules were satisfied. Thus, it is not possible for any participants or beneficiaries to exclude themselves from the Settlement. As a Class Member, you will be bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action or are otherwise included in the release under the Settlement.

Although you cannot opt out of the Settlement, you can object to the Settlement and ask the Court not to approve it. See Answer to Question No. 17, below.

THE LAWSUIT

14. What has happened so far in the case?

As explained above, the Defendants moved to dismiss that Complaint. On October 28, 2008, the Court granted the Defendants' dismissal motion with respect to the Named Plaintiff's claim based on the alleged breach of the fiduciary duty of candor, as well as all claims asserted against Michael J. Angelakis, but denied Defendants' motion in all other respects. This ruling assumed the truth of the allegations of the Amended Complaint and did not make factual findings. The Court has not made any finding that any Defendant or fiduciary of the Plan has engaged in any wrongful conduct or violated any law or regulation.

On April 6, 2008, after extensive factual discovery, expert analysis and briefing, the Court ordered that the Action proceed as a class action. On that date, the Court certified a Class consisting of all persons who were Plan participants and beneficiaries at any time between February 1, 2007 and December 5, 2007. As part of that ruling, the Court also designated Wolf Haldenstein as Class Counsel in this consolidated action.

The parties have been engaged in the preliminary merits discovery in this case, which includes the review and analysis of documents, and expert analysis.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

As stated above, the Court appointed the Wolf Haldenstein law firm to serve as Class Counsel and represent you and the other Class Members in this Action. In addition, serving as liaison counsel for the Class is Donovan Searles, LLC and as additional Plaintiffs' Counsel is Gainey & McKenna. You will not be personally charged by or for these or any other Named Plaintiff's lawyers. Any fees or costs that might ultimately be allowed by the Court to Class Counsel and other plaintiffs' lawyers will be paid out of the recovery, if any, in the Action. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Attorneys' fees, costs and expenses of Class Counsel any awards to the Named Plaintiff, which will be paid out of the Settlement Fund, will be determined by the Court. The Defendants have agreed not to oppose the amount of attorneys' fees, costs, expenses or any awards to the Named Plaintiff to the extent such fees, costs, expenses and awards are consistent with the terms of the Settlement Agreement. Class Counsel will apply for an award of attorneys' fees of up to \$1,750,000 from the Settlement Fund.

Class Counsel will also seek reimbursement of up to \$200,000 for out-of-pocket expenses incurred in connection with the prosecution of the Action, a substantial portion of which includes the costs of experts retained by Class Counsel. All expenses will be documented to the Court in connection with Class Counsel’s request for reimbursement of expenses at the Fairness Hearing.

17. How do I tell the Court if I don’t like the Settlement?

If you are a Class Member, you can tell the Court that you do not agree with the Settlement or some part of it, including the attorneys’ fees and expenses the attorneys intend to seek or request for compensation to the Named Plaintiff. To object, you must send a letter or other written filing saying that you object to the Settlement in *In re Comcast Corporation ERISA Litigation*, Master File No.: 2:08-cv-00773-HB. Be sure to include your name, address, telephone number, signature, and a full explanation of all reasons you object to the Settlement. Your written objection must be filed with the Clerk of the Court by _____, 2010. The Court’s address is United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797. Your written objection must also be mailed to the counsel listed below, **to be received by no later than 10 business days prior to the date of the Fairness Hearing.**

PLAINTIFFS’ LEAD COUNSEL	DEFENDANTS’ COUNSEL
Wolf Haldenstein Adler Freeman & Herz LLP Attn: Kate M. McGuire 270 Madison Avenue New York, New York 10016 Telephone: (212) 545-4600	Ballard Spahr LLP Attn: Matthew A. White 1735 Market Street, 51 st Floor Philadelphia, PA 19103 Telephone: (215) 665-8500

Any objector who files and serves a timely, written objection shall be subject to a deposition that may be conducted by Class Counsel and/or Defendants’ counsel concerning his or her reasons for objecting to the Settlement.

THE COURT’S FAIRNESS HEARING

The Court will hold a Fairness Hearing to decide whether to approve the Settlement as fair, reasonable and adequate. You may attend the Fairness Hearing, and you may ask to speak, but you do not have to attend.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at ____m. on _____, 2010, at the United States District Court, Eastern District of Pennsylvania, , 601 Market Street, Philadelphia, PA 19106-1797, in Courtroom 16-A, or in the courtroom then occupied by Judge Bartle. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there

19. Do I have to attend the Fairness Hearing?

are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the motions for Class Counsel's attorneys' fees, costs, expenses and any awards to the Named Plaintiff.

No. Class Counsel will answer questions the Court might have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement as fair, reasonable and adequate. You also may pay your own lawyer to attend the Fairness Hearing, but such attendance is not necessary.

20. May I speak at the Fairness Hearing?

If you are a Class Member, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *In re Comcast Corporation ERISA Litigation*, Master File No.: 2:08-cv-00773-HB. Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be served on the attorneys and filed with the Clerk of the Court, at the addresses listed in the Answer to Question No. 17, **by no later than 10 business days prior to the Fairness Hearing.**

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing and you are a Class Member, you will participate in the Settlement of the Action as described above in this Class Notice if the Settlement is approved.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This Class Notice is only a summary of the Settlement. All of the terms of the Settlement are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by making a written request to the Class Counsel listed at page ___ above. Copies may also be obtained at www.whafh.com. The Settlement Agreement also was filed with the Clerk of the Court and may be obtained from the Clerk's office directly.

DATED: _____

Exhibit B to Preliminary Approval Order

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

_____) Master File No. 2:08-cv-00883-HB
IN RE COMCAST CORPORATION)
ERISA LITIGATION)
_____)

SUMMARY NOTICE OF CLASS ACTION SETTLEMENT

**TO: ALL PERSONS WHO WERE PARTICIPANTS IN OR BENEFICIARIES OF
THE COMCAST CORPORATION RETIREMENT INVESTMENT PLAN
FROM FEBRUARY 1, 2007 THROUGH DECEMBER 5, 2007, INCLUSIVE,
AND WHOSE ACCOUNTS INCLUDED INVESTMENTS IN COMCAST STOCK**

This Summary Notice informs you that a settlement (the “Settlement”) has been preliminarily approved by the federal court in a class action lawsuit alleging breaches of fiduciary duties under the Employee Retirement Income Security Act of 1974 (“ERISA”) in connection with the Comcast Corporation Retirement Investment Plan (together with any predecessor plans and any plans that have been merged into it, hereinafter defined as the “Plan”). This Settlement will provide for a payment of \$5,000,000 to the Settlement Fund as well as certain non-monetary benefits to Plan participants. The Settlement Fund, minus Court-approved fees and expenses, Court-approved compensation to the Named Plaintiff, and taxes owed by the Settlement Fund (the “Net Proceeds”) will be allocated to Class Members who had invested portions of their Plan accounts in Comcast Stock pursuant to a Plan of Allocation approved by the Court.

If you qualify for a payment under the Settlement (a “Settlement Payment”), you do not need to send in a claim or take any other action unless you object to the Settlement.

The United States District Court for the Eastern District of Pennsylvania authorized this notice. **THE COURT WILL HOLD A FINAL HEARING ON _____, 2010 TO DECIDE WHETHER TO APPROVE THE SETTLEMENT.**

By Order dated April 6, 2010, the Court certified a Class and Class Period as follows:

All persons who were participants in or beneficiaries of the Comcast Corporation Retirement Investment Plan at any time from February 1, 2007 to December 5, 2007 and whose accounts included investments in the Comcast Class A Common Stock Fund or the Comcast Class A Special Common Stock Fund (“Comcast Stock”).

What Is This Case About?

The Plaintiffs claim that the Defendants breached their fiduciary duties under ERISA with respect to the Plan by, among other things, allowing participants in the Plan to invest in Comcast Stock and by other related acts. The Defendants all deny they did anything wrong. The Court has not ruled in favor of either side.

How Will the Settlement Money Be Allocated?

If you are a Class Member, you may receive a Settlement Payment if you had any portion of your Plan account invested in the Company Stock Fund during the Class Period. Your share of the Net Proceeds will be determined by the Plan of Allocation. The Settlement Agreement, which is available from the Court and is posted at the website listed below, describes in more detail the proposed Settlement. Any Class Members who cannot be located after reasonable effort will be excluded from the Plan of Allocation and will not receive a Settlement Payment. In addition, if the proportionate recovery of a Class Member under the Plan of Allocation is *de minimis*, it may be distributed *pro rata* to other Class Members. If you have not provided the Plan with your current address, please contact Class Counsel as soon as possible.

What Fees and Expenses are Being Sought by the Attorneys?

The lawyers who have prosecuted this case for the Named Plaintiff and the Class on a contingent fee basis will apply to the Court for: (i) fees from the Settlement Fund in an amount not in excess of \$1,750,000; (ii) reimbursement from the Settlement Fund of documented expenses not to exceed \$200,000 that they have paid to advance the case; and (iii) a compensation award to the Named Plaintiff from the Settlement Fund in an amount not to exceed \$10,000. The actual amount of attorneys' fees, expenses and any award to the Named Plaintiff will be determined by the Court. Members of the Class may object to the request for attorneys' fees, expenses and any award to the Named Plaintiff.

Are There More Details to the Settlement?

The Settlement includes a number of other important details. These include, but are not limited to, provisions relating to: (1) releases of claims against the Defendants by the Class; and (2) how the payment to the Plan will be allocated among members of the Class.

How Do I Get More Information?

If you have received in the mail a Notice of Class Action Settlement (the "Class Notice") regarding this case, you should read that document for more information. Among other things, the Class Notice contains detailed instructions for filing an objection to the Settlement and/or to the requests for attorneys' fees, expenses and any awards to the Named Plaintiff. In addition, the Settlement Agreement, which is available from the Court and is posted at the website listed below, describes in more detail the proposed terms of the Settlement and the Plan of Allocation.

If you believe you are a member of the Class as defined above, and did not receive a copy of the Class Notice by mail, you may request a copy, free of charge, by mailing your request to:

Wolf Haldenstein Adler Freeman & Herz LLP
Attn: Kate M. McGuire, Esq.
270 Madison Avenue
New York, New York 10016

Telephone: (212) 545-4600
E-mail: mcguire@whafh.com

Copies of the Settlement Agreement, and additional information regarding the Settlement, including the Plan of Allocation, are also available at www.whafh.com.

What Are My Options?

You cannot “opt out” or exclude yourself from the Class, but you may object to the Settlement (including to the Plan of Allocation governing the Settlement Payment), or to the requests for attorneys’ fees, costs, expenses or any award to the Named Plaintiff. If you wish to object, you must file a written objection with the Court, by no later than **10 business days prior to the Fairness Hearing**. If you do not want to object to the Settlement, you do not have to do anything.

What Happens Next?

The Court will hold a Fairness Hearing on _____, 2010 in Chicago, Illinois. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. To appear at the Fairness Hearing in person you must file a Notice of Intent to Appear with the Court and serve it on the parties as set forth more fully in the mailed Notice of Class Action Settlement and Settlement Agreement. After the Fairness Hearing, the Court will decide whether to approve the Settlement.

DATED: _____
BY ORDER OF THE COURT
THE HONORABLE CHARLES R. NORGLER
UNITED STATES DISTRICT JUDGE

Exhibit 2 to Class Action Settlement Agreement

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

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IN RE COMCAST CORPORATION : MASTER FILE NO. 2:08-cv-00773-HB

ERISA LITIGATION :

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[PROPOSED] ORDER AND FINAL JUDGMENT

This Action¹ involves claims for alleged violations of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001, *et seq.* ("ERISA"), with respect to the Comcast Corporation Retirement-Investment Plan (the "Plan").

This matter came before the Court for a hearing pursuant to the Order of this Court entered on _____, 2010, on the application of the Named Plaintiff for approval of the Settlement set forth in the Class Action Settlement Agreement (the "Settlement Agreement"), executed by counsel on _____, 2010 on behalf of the Parties. Due and adequate notice having been given to the Class as required in said Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. By Order dated April 6, 2010, this Court certified a class in this Action consisting of “All persons who were participants in or beneficiaries of the Plan at any time from February 1, 2007 to December 5, 2007 (the ‘Class Period’) and whose accounts included investments in the Comcast Class A Common Stock Fund or the Comcast Class A Special Common Stock Fund (the ‘Company Stock [Fund]’).”

¹ Capitalized terms not otherwise defined in this order shall have the same meaning as ascribed to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this Action and over all parties to the Action, including all members of the Class.

3. On _____, 2010, more than _____ copies of the Class Notice were mailed to Class members, either by electronic mail or by United States mail, first-class postage prepaid.

4. In accordance with the Court's Preliminary Approval Order, the Class Notice was posted on Wolf Haldenstein Adler Freeman & Herz's Internet website (www.whafh.com).

5. In accordance with the Court's Preliminary Approval Order, the Class Notice was published in *USA Today* on _____, 2010.

6. The Class Notice: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Fairness Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice and who could be identified through reasonable effort; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable law. The Class Notice fully informed Class members of their rights with respect to the Settlement, including the right to object to the Settlement or the application for an award of attorneys' fees and reimbursement of expenses.

7. Defendants notified the appropriate Federal and State officials of this Settlement as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

8. The Complaint and all claims contained therein asserted against the Defendants are dismissed with prejudice, including any and all claims of any nature whatsoever (including claims for any and all losses, damages, unjust enrichment, attorney's fees, disgorgement, litigation costs, injunction, declaration, contribution, indemnification, or any other type or nature

of legal or equitable relief), whether accrued or not, whether against the Defendant Releasees in their capacity as individuals or in their capacities as Plan fiduciaries, whether already acquired or acquired in the future, whether known or unknown, in law or equity, brought by way of demand, complaint, cross-claim, counterclaim, third-party claim, or otherwise (collectively, "Claims") which were or could have been asserted in the Complaint by or on behalf of Plaintiffs concerning the matters alleged in the Complaint or referenced in the litigation, including but not limited to any Claims (i) related to any action or inaction relating to Comcast stock held in the Plan; (ii) related to Comcast's public or financial disclosures; (iii) that purport to arise under ERISA, the federal securities laws, or any other law or statute; or (iv) that would be barred by principles of *res judicata* or collateral estoppel had the Claims asserted in the Complaint been fully litigated and resulted in a Final judgment or order.

9. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

10. The Court finds that the Settlement is fair, just, reasonable, and adequate as to each member of the Class, the Named Plaintiff, and the Plan, and that the Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms.

11. The Settlement is supported by a determination from the Independent Fiduciary that the Settlement Agreement is authorized by, and is appropriate for, the Plan. This Court finds that the Settlement complies with the terms of the Department of Labor's Class Exemption, PTE 2003-39, as amended, and does not constitute a "prohibited transaction" under ERISA.

12. The Settlement Agreement complies with Internal Revenue Service Revenue Ruling 2002-45, 2002-2 C.B. 116 (June 26, 2002), and the Class Settlement Amount is a restorative payment.

13. Plaintiff Releasors are deemed to have, and by operation of the Judgment shall have, absolutely and unconditionally released and forever discharged the Defendant Releasees from the Released Claims.

14. Each of the Defendants is deemed to have, and by operation of this Judgment has, absolutely and unconditionally released and forever discharged the Plaintiff Releasees from the Released Claims.

15. Plaintiff Releasors are hereby forever barred and enjoined from commencing or prosecuting any action that purports to challenge the mechanics of the distribution of the Settlement Fund or Plan of Allocation (or amounts distributed thereunder), or that asserts any of the Released Claims against any of the Defendant Releasees, either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, or otherwise, in any local state or federal court, or in any agency or other authority or forum wherever located. Any person who knowingly violates this injunction shall be required to pay the costs and attorneys' fees incurred by the Defendant Releasees as a result of the violation.

16. Nothing in the Settlement Agreement shall cause the Plan to fail to comply with Section 404(c) of ERISA or the regulations promulgated thereunder.

17. The Plan of Allocation is approved as fair and reasonable. Any modification or change in the Plan of Allocation that may hereafter be approved shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

18. Neither the Settlement Agreement nor the terms of the Settlement Agreement shall be offered or received into any Action or proceeding for any purposes, except (a) in an action or proceeding arising under the Settlement Agreement or arising out of or relating to the Preliminary Approval Order or the Final Order, or (b) in any action or proceeding where the

Releases provided pursuant to the Settlement Agreement may serve as a bar to recovery, or (c) in any action or proceeding to determine the availability, scope, or extent of insurance coverage (or reinsurance related to such coverage) for the sums expended for the Settlement and defense of the Action. The Settlement Agreement, including drafts, shall not be construed as or deemed to be evidence of an admission, concession, or of any liability or wrongdoing by any Defendant.

19. Class Counsel is hereby awarded attorneys' fees in the amount of \$____, or ____% of the Settlement Fund, which the Court finds to be fair and reasonable, and \$_____ in reimbursement of Class Counsel's reasonable expenses incurred in prosecuting the Action. The attorneys' fees and expenses so awarded shall be paid out of the Settlement Fund, pursuant to the terms of the Settlement Agreement, with interest on such amounts from the date the Settlement Fund was funded to the date of payment at the same net rate that the Settlement Fund earns. All fees and expenses paid to Class Counsel shall be paid pursuant to the timing requirements described in the Settlement Agreement. The award of attorneys' fees and expenses shall be allocated among Class Counsel by Wolf Haldenstein Adler Freeman & Herz, in a manner which it determines fairly compensates all Class Counsel for their respective contributions to the prosecution of the Action.

20. The Named Plaintiff is hereby awarded an incentive award in the amount of \$_____. The incentive award shall be paid from the Settlement Fund pursuant to the terms of the Settlement Agreement.

21. In making this award of attorneys' fees and reimbursement of expenses to be paid from the Settlement Fund, and the incentive awards to the Named Plaintiff, the Court has considered and found that:

- (a) The Settlement achieved as a result of the efforts of Class Counsel has created a Settlement Fund of \$5,000,000 in cash that is already on deposit, plus interest thereon, as well as certain non-monetary benefits, and will benefit thousands of Class members;
- (b) In accordance with the Court's Preliminary Approval Order, over _____ copies of the Class Notice were disseminated to Class members, and Summary Notice was published in *USA Today*. The Class Notice and Summary Notice informed Class Members that Class Counsel were moving for attorneys' fees in the amount of up to \$1,750,000 for reimbursement of litigation expenses from the Settlement Fund of up to \$200,000, and for an incentive award to the Named Plaintiff of up to \$10,000.
- (c) Class Counsel have conducted the litigation and achieved the Settlement with skill, perseverance, and diligent advocacy;
- (d) The Action involves complex factual and legal issues prosecuted over several years and, in the absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;
- (e) Had Class Counsel not achieved the Settlement, there would remain a significant risk that the Named Plaintiff and the Class may have recovered less or nothing from the Defendants;
- (f) The amount of attorneys' fees awarded and expenses reimbursed from the Settlement Fund are consistent with awards in similar cases;

(g) The Named Plaintiff rendered valuable service to the Plan and to all Plan Participants. Without this participation, there would have been no case and no settlement.

22. The Court has considered any objections to the Settlement and rules _____.

23. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of the Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees, costs, interest and reimbursement of expenses in the Action; and (d) all Parties hereto for the purpose of construing, enforcing and administering the Settlement.

24. The Court finds that during the course of the litigation, the Named Plaintiff and the Defendants and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

25. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement or in the event that the Settlement Fund, or any portion thereof, is returned to Comcast, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated, and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

26. Final judgment shall be entered herein, with prejudice.

SO ORDERED this _____ day of _____, 2010.

HON. HARVEY BARTLE III, Chief Judge
United States District Judge

585148

EXHIBIT 3 to Class Action Settlement Agreement

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

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IN RE COMCAST CORPORATION : MASTER FILE NO. 2:08-cv-00773-HB
ERISA LITIGATION :
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PLAN OF ALLOCATION

1. Definitions.

As used in this *Plan of Allocation*, italicized and capitalized terms and phrases have the meaning provided in the *Settlement Agreement* or below.

1.1. “*Active Account*” means a *Class Member Account* that has an account balance greater than \$0.

1.2. “*Addition*” means any transaction that increases the number of units of a *Company Stock Fund* held in a *Class Member Account*, including any contribution, dividend, interest, forfeiture, exchange, balance forward, withdrawal, transfer, repayment of loan principal or interest, or other positive adjustment, but specifically excluding any realized gain.

1.3. “*Class Member*” has the meaning set forth in section 2.4 of this *Plan of Allocation*.

1.4. “*Class Member Account*” means, with respect to a *Class Member*, all accounts maintained under the *Plan* for that *Class Member*.

1.5. “*De Minimis Account*” has the meaning set forth in section 3.6 of this *Plan of Allocation*.

1.6. “*Disposition*” means any transaction that decreases the number of units of a *Company Stock Fund* held in a *Class Member Account*, including any contribution, dividend, interest, forfeiture, exchange, balance forward, withdrawal, fee, transfer, loan or other negative adjustment, but specifically excluding any realized loss.

1.7. “*Distributable Net Proceeds*” has the meaning set forth in section 2.2 of this *Plan of Allocation*.

1.8. “*Final Dollar Recovery Amount*” has the meaning set forth in section 3.7 of this *Plan of Allocation*.

1.9. “*Money Market Fund*” means the Fidelity Retirement Government Money Market Portfolio or, if that investment fund is not available to the *Plan* at the time, such alternative investment vehicle of similar character designated in writing by the *Plan Administrator*

1.10. “*Participant Net Loss Percentage*” has the meaning set forth in section 3.4 of this *Plan of Allocation*.

1.11. “*Preliminary Dollar Recovery Amount*” has the meaning set forth in section 3.5 of this *Plan of Allocation*.

1.12. “*Recognized Loss*” has the meaning set forth in section 3.1 of this *Plan of Allocation*.

1.13. “*Section 16 Officer*” means an individual who is both (i) an officer of *Comcast* as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, and (ii) identified in a writing to be provided by *Comcast* to the *Plan Administrator* prior to the time the *Authorized Administrator* executes the *Plan of Allocation*.

1.14. “*Total Participant Losses*” has the meaning set forth in section 3.3 of this *Plan of Allocation*.

2. Overview of Allocation, Investment and Distribution Steps.

2.1. Investment of *Net Proceeds* Pending Allocation and Distribution. Upon receipt of the *Net Proceeds* from the *Financial Institution*, and pending the allocation and distribution of such *Net Proceeds* as set forth in section 3 of this *Plan of Allocation*, the *Plan’s Trustee* shall invest the *Net Proceeds* in the *Money Market Fund*.

2.2. Expenses of the Authorized Administrator. As soon as practicable after receipt of the *Net Proceeds*, the *Authorized Administrator* shall calculate the fees and expenses, if any, reasonably incurred or to be incurred in connection with or with respect to the implementation of this *Plan of Allocation*, and shall deduct those fees and expenses, up to a total of \$80,000, from the *Net Proceeds*, yielding the “*Distributable Net Proceeds*.” Such deduction shall be made upon written direction by the *Plan Administrator*. Before issuing that written direction, the *Plan Administrator* shall provide to *Class Counsel* a written statement of the fees and expenses described in this Section 2.2 of the *Plan of Allocation*.

2.3. Investment and Distribution in General. Immediately after the deduction of expenses as provided in section 2.2 of this *Plan of Allocation*, the *Authorized Administrator* shall allocate the *Distributable Net Proceeds* among *Class Member Accounts*, and invest and distribute such allocated sums, in accordance with section 3 of this *Plan of Allocation*. Such investment shall be made upon written direction by the *Plan Administrator*.

2.4. Identification of Class Members. *Comcast* will provide to *Class Counsel* a mailing list of all members of the *Class* who have been located by *Comcast* following a reasonable search effort (the “*Class Members*”) and *Class Counsel* will review and approve that

list of *Class Members*. Individuals within the *Class*, if any, who do not appear on the list of *Class Members* will be excluded from the *Plan of Allocation* and will not receive any share of the *Net Proceeds*.

3. Allocation, Investment and Distribution of Net Proceeds

3.1. Basic Allocation Formula. For each *Class Member Account*, the *Authorized Administrator* shall compute a “*Recognized Loss*” by executing the following operations in the following order:

Recognized Loss = A + B – C – D, where,

A = the total dollar value of the *Class Member Account’s* balance invested in the *Comcast Stock Fund* (treating the two Funds defined in section 1.11 of the *Settlement Agreement* as if they were a single Fund) as of the close of business on January 31, 2007,

B = the total dollar value of all *Additions* to the *Class Member Account’s* balance in the Plan’s two *Comcast Stock Funds* during the period from and including February 1, 2007 through and including December 5, 2007,

C = the total dollar value of all *Dispositions* from the *Class Member Account’s* balance in the Plan’s two *Comcast Stock Funds* during the period from and including February 1, 2007 through and including December 5, 2007, and

D = the total dollar value of such *Class Member Account’s* balance in the Plan’s two *Comcast Stock Funds* as of the close of business on December 5, 2007.

The dollar value of an *Addition* or a *Subtraction* is to be determined as of the date of such *Addition* or *Subtraction*.

3.2. Negative Recognized Losses Deemed to be Zero. Any *Class Member Account* with a negative *Recognized Loss* (that is, a *Class Member Account* that realized a gain, rather than a loss, under the basic allocation formula in section 3.1 of this *Plan of Allocation*) shall be deemed to have a *Recognized Loss* equal to zero, and such Account shall receive no allocation of *Net Proceeds*. Any *Class Member Account* for a *Section 16 Officer* or for any of the individual *Defendants* shall also be deemed to have a *Recognized Loss* equal to zero, and such Account shall receive no allocation of *Net Proceeds*.

3.3 Determination of “Total Participant Losses.” The *Recognized Losses* of the *Class Member Accounts* will be totaled to yield the “*Total Participant Losses*.”

3.4. Determination of “Participant Net Loss Percentage.” The *Authorized Administrator* shall calculate for each *Class Member Account* a “*Participant Net Loss Percentage*” by dividing such *Class Member Account’s Recognized Loss* by the *Total Participant Losses*.

3.5. Determination of Preliminary Dollar Recovery. The *Authorized Administrator* shall then calculate for each *Class Member Account* a “*Preliminary Dollar Recovery*” by multiplying the *Distributable Net Proceeds* by the *Participant Net Loss Percentage* for that Account.

3.6. De Minimis Allocations Deemed to be Zero. The *Authorized Administrator* shall identify all *Class Member Accounts* with a *Preliminary Dollar Recovery* of \$20 (or such lower amount as *Class Counsel* identifies in a writing provided to *Comcast* prior to entry of the *Final Order*) or less (a “*De Minimis Account*”). Because of the administrative expense associated with the allocation and distribution of small settlement allocations and related notice costs, *De Minimis Accounts* shall receive no allocation of *Net Proceeds*.

3.7. Determination of Final Dollar Recovery Amount. The *Authorized Administrator* shall remove *De Minimis Accounts* from the database initially used to compute *Total Participant Losses* and *Participant Net Loss Percentages* under sections 3.3 and 3.4 of this *Plan of Allocation*, and shall recompute those values using the database that does not include *De Minimis Accounts*. The *Authorized Administrator* shall then calculate for all remaining *Class Member Accounts* in the database a “*Final Dollar Recovery Amount*” by multiplying the *Distributable Net Proceeds* by the *Account’s* recomputed *Participant Net Loss Percentage*. For this purpose, the *Authorized Administrator* may use a reasonable rounding technique to ensure that the sum of the *Final Dollar Recovery Amounts* equals the *Distributable Net Proceeds*.

3.8. Report to Plan Administrator. The *Authorized Administrator* shall promptly provide a report of all calculations set forth in this Section 3 to the *Plan Administrator*.

3.9. Allocation and Investment of the Final Dollar Recovery Amounts. The *Authorized Administrator* shall allocate the *Final Dollar Recovery Amounts* to *Class Member Accounts* within the *Plan*. In the case of a *Class Member Account* that is an *Active Account* at the time of such allocation, the *Final Dollar Recovery Amount* shall be invested in accordance with the most recent investment direction on file for that account or, if no such direction is on file, in accordance with the *Plan’s* default investment procedures. In the case of *Class Member Account* that is not an *Active Account* at the time of such allocation, the *Final Dollar Recovery Amount* shall be invested in accordance with the *Plan’s* default investment procedures.

3.10. Distribution Procedures, Missing Participants and Other Matters. Distributions from *Class Member Accounts*, including automatic distribution of small account balances for inactive accounts, will be governed by applicable *Plan* provisions and procedures. If the owner(s) of a *Class Member Account* cannot be located, such *Class Member Account* will be administered in accordance with applicable *Plan* provisions and procedures regarding unlocatable participants. If the owner of a *Class Member Account* is deceased, such *Class Member Account* will be administered in accordance with applicable *Plan* provisions and procedures regarding deceased participants. If a Qualified Domestic Relations Order is in effect which applies to a *Class Member Account*, the procedures of the *Plan* regarding Qualified Domestic Relations Orders.

DATED: September 24, 2010

FILED BY:

FOR THE PLAINTIFFS:
WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLC

/s/ Mark C. Rifkin

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

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IN RE COMCAST CORPORATION : MASTER FILE NO. 2:08-cv-00773-HB
ERISA LITIGATION :
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**[PROPOSED] FINDINGS AND ORDER PRELIMINARILY APPROVING
PROPOSED SETTLEMENT, APPROVING FORM AND
DISSEMINATION OF CLASS NOTICE, AND SETTING DATE
FOR HEARING ON FINAL APPROVAL OF SETTLEMENT**

This litigation involves claims for alleged violations of the Employee Retirement Income Security Act of 1974, as amended 29 U.S.C. §§ 1001, *et seq.*, with respect to the Comcast Retirement-Investment Plan (the "*Plan*").¹

Presented to the *Court* for preliminary approval is a settlement of the litigation as against all *Defendants*. The terms of the *Settlement Agreement* are set out in a Class Action Settlement Agreement dated September 24, 2010 (the "*Settlement Agreement*") [Docket Entry No. ___], executed by counsel on behalf of the *Named Plaintiff* and the *Defendants*. To the extent not otherwise defined herein, all terms shall have the same meaning as used in the *Settlement Agreement*.

The *Court* has preliminarily considered the *Settlement Agreement* to determine, among other things, whether the *Settlement Agreement* is sufficient to warrant the issuance of notice to members of the *Class*. Upon reviewing the *Settlement Agreement* and motion papers relating to the request for preliminary approval of the *Settlement Agreement*, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

¹ Capitalized and italicized terms not otherwise defined this Order shall have the same meaning as ascribed to them in the *Settlement Agreement*.

1. Preliminary Findings Regarding Proposed Settlement. The *Court* preliminarily finds that (i) the proposed *Settlement Agreement* resulted from extensive arm's-length negotiations, (ii) the *Settlement Agreement* was executed only after *Class Counsel* had conducted extensive pre-settlement investigation, motion practice and discovery, (iii) counsel for the *Named Plaintiff* has concluded that the *Settlement Agreement* is fair, reasonable and adequate, and (iv) the *Settlement Agreement* is sufficiently fair, reasonable, and adequate to warrant sending notice of the *Settlement Agreement* to the *Class*.

2. Fairness Hearing. A hearing is scheduled for _____, 2010 (the "*Fairness Hearing*") to determine, among other things:

- Whether the *Settlement Agreement* should be approved as fair, reasonable and adequate;
- Whether the litigation should be dismissed with prejudice as to the *Defendants* pursuant to the terms of the *Settlement*;
- Whether the Class Notice, implemented pursuant to the *Settlement Agreement* (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the *Class* of the pendency of the litigation, their right to object to the *Settlement Agreement*, and their right to appear at the *Fairness Hearing*, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice and (iv) met all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;

- Whether *Class Counsel* adequately represented the *Class* for purposes of entering into and implementing the *Settlement Agreement*;
- Whether the *Plan of Allocation* should be approved;
- Whether the motion for attorneys' fees and expenses filed by *Class Counsel* should be approved; and
- Whether the motion for compensation for the *Named Plaintiff* should be approved.

3. Class Notice. The *Parties* have presented to the *Court* a proposed form of *Class Notice*, which is appended hereto as Exhibits A. The *Court* finds that the *Class Notice* fairly and adequately (a) describes the terms and effect of the *Settlement Agreement*; (b) notifies the *Class* concerning the proposed *Plan of Allocation*, (c) notifies the *Class* that *Class Counsel* will seek compensation from the *Settlement Fund* for attorney's fees not to exceed \$1,750,000, for reimbursement of expenses not to exceed \$200,000, and for compensation to the *Named Plaintiff* not to exceed \$10,000; (d) gives notice to the *Class* of the time and place of the *Fairness Hearing*; and (e) describes how the recipients of the *Class Notice* may object to any of the relief requested. The *Parties* have proposed the following manner of communicating the notice to members of the *Class*, and the *Court* finds that such proposed manner is the best notice practicable under the circumstances, and directs that *Class Counsel* shall:

- By no later than 45 days before the *Fairness Hearing*, cause the *Class Notice*, with such non-substantive modifications thereto as may be agreed upon by the *Parties*, to be mailed by first-class mail, postage prepaid, to the last known address of each *Person* within the *Class* who can be identified by reasonable effort. Comcast shall cooperate with *Class*

Counsel by providing, in electronic format, the names and addresses of *Persons* to whom the *Class Notice* is to be sent by first-class mail. The names and addresses *Class Counsel* obtain pursuant to this order shall be used solely for the purpose of providing notice of this *Settlement Agreement* and for no other purpose.

- By no later than 45 days before the *Fairness Hearing*, cause the *Summary Notice*, in the form appended hereto as Exhibit B, to be published in *USA Today* or an alternate publication mutually agreed on by the parties, with such modifications thereto as may be agreed upon by the parties.
- At or before the *Fairness Hearing*, *Class Counsel* shall file with the *Court* a proof of timely compliance with the foregoing requirements.

4. Website Access. *Class Counsel* shall publish a copy of the *Settlement Agreement* (including exhibits, such as the *Plan of Allocation*), *Class Notice* and *Summary Notice* on their Internet website and shall make copies of such documents available to any *Class Member* free of charge upon request.

5. Objections to Settlement. Any member of the *Class* who wishes to object to the fairness, reasonableness, or adequacy of the *Settlement*, to the *Plan of Allocation*, to any term of the *Settlement Agreement*, to the proposed award of attorneys' fees and expenses, or to any request for compensation for the *Named Plaintiff*, must file an objection. An objector must file with the *Court* a statement of his, her or its objection(s), specifying the reason(s), if any, for each such objection made, including any legal support and/or evidence that such objector wishes to bring to the *Court's* attention or introduce in support of such objection, including, without limitation, the names, addresses, and telephone numbers of any witness the objector may call to

testify. The objector must also mail the objection and all supporting law and/or evidence to *Class Counsel* and to *Defendants'* counsel. The addresses for filing objections with the *Court* and service on counsel are as follows:

Clerk of the Court
United States District Court
Eastern District of Pennsylvania
James A. Byrne Federal Courthouse
601 Market Street
Philadelphia, PA 19106-1797
Re: Case No. 2:08-cv-00773-HB

To *Class Counsel*:

Mark C. Rifkin
Michael Jaffe
Wolf Haldenstein Adler Freeman & Herz LLP
270 Madison Avenue
New York, New York 10016

To *Defendants'* Counsel:

M. Norman Goldberger
Matthew A. White
Laura E. Krabill
Robyn D. Levitan
Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103

The objector or his or her counsel (if any) must effect service of copies of the objection on counsel listed above and file it with the *Court* by no later than ten (10) business days before the date of the *Fairness Hearing*. If an objector hires an attorney to represent him or her for the purposes of making such objection pursuant to this paragraph, the attorney must both effect service of a notice of appearance on counsel listed above and file it with the *Court* by no later than ten (10) business days before the date of the *Fairness Hearing*. Any member of the *Class* or other *Person* who does not timely file and serve a written objection complying with the terms

of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the *Settlement*, and any untimely objection shall be barred.

6. Deposition of Objector. Any objector who files and serves a timely, written objection in accordance with paragraph 5 above shall be subject to a deposition that may be conducted by *Class Counsel* and/or *Defendants'* counsel concerning his or her reasons for objecting to the Settlement.

7. Appearance at Fairness Hearing. Any objector who files and serves a timely, written objection in accordance with paragraph 6 above may also appear at the *Fairness Hearing* either in person or through counsel retained at the objector's expense. Objectors or their attorneys intending to appear at the *Fairness Hearing* must effect service of a notice of intention to appear setting forth, among other things, the name, address, and telephone number of the objector (and, if applicable, the name, address, and telephone number of the objector's attorney) on *Class Counsel* and *Defendants'* counsel (at the addresses set out above) and file it with the *Court* by no later than ten (10) business days before the date of the *Fairness Hearing*. Any objector who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to appear at the *Fairness Hearing*, except for good cause shown.

8. Notice Expenses. The expenses of printing and mailing all notices required hereby shall be paid from the *Settlement Fund* as provided in Section 9 of the *Settlement Agreement*.

9. Service of Papers. *Defendants'* counsel and *Class Counsel* shall promptly furnish each other with copies of any and all objections that come into their possession.

10. Termination of Settlement. This Order shall become null and void, and shall be

without prejudice to the rights of the *Parties* if the *Settlement* is terminated in accordance with the *Settlement Agreement*. In such event, Section 12 of the *Settlement Agreement* shall govern the rights of the *Parties*.

11. Use of Order. This Order shall not be construed or used as an admission, concession, or declaration by or against *Defendants* of any fault, wrongdoing, breach, or liability. This Order shall not be construed or used as an admission, concession, or declaration by or against the *Named Plaintiff* or the *Class* that their claims lack merit or that the relief requested in the *Action* is inappropriate, improper or unavailable, or as a waiver by any party of any arguments, defenses, or claims he, she, or it may have in the event that the *Settlement Agreement* is terminated.

12. Jurisdiction. The Court hereby retains jurisdiction for purposes of implementing the *Settlement Agreement*, and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the *Settlement Agreement* as may from time to time be appropriate and to resolve any and all disputes arising thereunder.

13. Continuance of Hearing. The *Court* reserves the right to continue the *Fairness Hearing* without further written notice.

SO ORDERED this _____ day of _____, 2010.

HON. HARVEY BARTLE III, Chief Judge
United States District Judge